

*****ATTACHMENTS*****

CITY OF SHEBOYGAN
FIFTH REGULAR COMMON COUNCIL MEETING
Monday, June 4, 2018

ALDERPERSONS PRESENT:

Todd Wolf, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 9.

ALDERPERSON EXCUSED:

Rosemarie Trester - 1.

Meeting called to order at 6:00 PM

1. OPENING OF MEETING

1.1 ROLL CALL

1.2 PLEDGE OF ALLEGIANCE - Sam Lindow from Troop 801 Grace Episcopal Church led the pledge.

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, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 9.

1.4 CONFIRMATION OF MAYOR'S APPOINTMENTS - Terri Jakum to the Sheboygan Squared Board of Directors

MOTION TO CONFIRM

Motion by Todd Wolf, second by Mary Lynne Donohue.

Final Resolution: Motion Passes

Aye: Todd Wolf, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 9.

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 ANNOUNCEMENTS - UPCOMING COMMUNITY EVENTS, PROCLAMATIONS, EMPLOYEE RECOGNITIONS

2. CONSENT AGENDA

2.1 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, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 9.

2.2 R. O. No. 34-18-19 by Board of Water Commissioners transmitting a copy of the Preliminary 2019 Capital Improvement Plan (CIP) and a copy of the 2020-2025 Five Year Capital Improvement Plan (CIP) for the Sheboygan Water Utility. 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, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 9.

2.3 R. O. No. 35-18-19 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, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 9.

2.4 R. C. No. 38-18-19 by Public Works Committee to whom was referred R. C. No. 332-17-18 by Public Works Committee to whom was referred Com. No. 6-17-18 presented to the Common Council by Alderperson Belanger submitting a communication from Jessica Jumes regarding vehicles that are racing east around the North Avenue curve; recommends filing the document. 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, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 9.

2.5 R. C. No. 39-18-19 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 26-18-19 by City Clerk, submitting various license applications; recommends granting the license. 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, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 9.

2.6 R. C. No. 40-18-19 by Licensing, Hearings, and Public Safety Committee to whom was referred, pursuant to R. O. No. 26-18-19 by the City Clerk, submitting various license applications; recommends accepting the withdrawal of application #2167 (Jose L. Cedano). 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, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 9.

**2.7 R. C. No. 41-18-19 by Licensing, Hearings, and Public Safety Committee to whom was referred, pursuant to R. O. No. 26-18-19 by the City Clerk, submitting various license applications; recommends denying applications #2143 (Demond M. Childs) and #2145 (Joseph J. Schultz).
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, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 9.

2.8 R. C. No. 42-18-19 by Licensing, Hearings, and Public Safety Committee to whom was referred, pursuant to R. O. No. 33-18-19 by City Clerk submitting various license applications; recommends granting the 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, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 9.

2.9 R. C. No. 43-18-19 by Licensing, Hearings, and Public Safety Committee to whom was referred Res. No. 23-18-19 by Alderperson Donohue authorizing the Purchasing Agent to enter into contract for the complete replacement of Heating, Ventilation and Air Conditioning (HVAC) Equipment at Fire Station #1, 833 New York Avenue, Sheboygan; recommends passing the Resolution. ACCEPT AND ADOPT AND PASS RESOLUTION

Resolution: MOTION TO ACCEPT AND ADOPT AND PASS RESOLUTION

Motion by Todd Wolf, second by Mary Lynne Donohue.

Final Resolution: Motion Passes

Aye: Todd Wolf, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 9.

2.10 R. C. No. 44-18-19 by Public Works Committee to whom was referred Res. No. 24-18-19 by Alderperson Wolf authorizing the signing of a drainage/storm sewer easement across the property located at 4717 South Taylor Drive (Markwardt Sales and Service); recommends passing the Resolution. ACCEPT AND ADOPT AND PASS RESOLUTION

Resolution: MOTION TO ACCEPT AND ADOPT AND PASS RESOLUTION

Motion by Todd Wolf, second by Mary Lynne Donohue.

Final Resolution: Motion Passes

Aye: Todd Wolf, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 9.

2.11 R. C. No. 45-18-19 by Public Works Committee to whom was referred Res. No. 25-18-19 by Alderperson Wolf authorizing a professional services agreement with Strand Associates for the design

phase of the City of Sheboygan (City) Storm Water Management Plan Update; recommends passing the Resolution. ACCEPT AND ADOPT AND PASS RESOLUTION

Resolution: MOTION TO ACCEPT AND ADOPT AND PASS RESOLUTION

Motion by Todd Wolf, second by Mary Lynne Donohue.

Final Resolution: Motion Passes

Aye: Todd Wolf, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 9.

2.12 R. C. No. 46-18-19 by Public Works Committee to whom was referred Res. No. 26-18-19 authorizing the signing of a general municipal facilities easement across the Wisconsin Power and Light Company property located adjacent to the Southeast side of the Union Pacific Railroad on South Taylor Drive; recommends passing the Resolution. ACCEPT AND ADOPT AND PASS RESOLUTION

Resolution: MOTION TO ACCEPT AND ADOPT AND PASS RESOLUTION

Motion by Todd Wolf, second by Mary Lynne Donohue.

Final Resolution: Motion Passes

Aye: Todd Wolf, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 9.

2.13 R. C. No. 47-18-19 by Public Works Committee to whom was referred Res. No. 27-18-19 by Alderperson Wolf authorizing the Purchasing Agent to enter into contract for the purchase of a new Single Axle Dump Truck with plow, wing and slide in spreader and brine distribution system for the Motor Vehicle Division of the Department of Public Works; recommends passing the Resolution. ACCEPT AND ADOPT AND PASS RESOLUTION

Resolution: MOTION TO ACCEPT AND ADOPT AND PASS RESOLUTION

Motion by Todd Wolf, second by Mary Lynne Donohue.

Final Resolution: Motion Passes

Aye: Todd Wolf, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 9.

2.14 R. C. No. 48-18-19 by Public Works Committee to whom was referred Res. No. 28-18-19 by Alderperson Wolf authorizing the Purchasing Agent to enter into contract for the purchase of a replacement dump truck body for an existing 2007 Model dump truck, including a slide in spreader and brine distribution system and related accessories for the Motor Vehicle Division of the Department of Public Works; recommends passing the Resolution. ACCEPT AND ADOPT AND PASS RESOLUTION

Resolution: MOTION TO ACCEPT AND ADOPT AND PASS RESOLUTION

Motion by Todd Wolf, second by Mary Lynne Donohue.

Final Resolution: Motion Passes

Aye: Todd Wolf, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 9.

2.15 R. C. No. 49-18-19 by Public Works Committee to whom was referred DIRECT REFERRAL Res. No. 31-18-19 by Alderpersons Wolf and Sorenson authorizing executing a lease for the former County Highway Department building on North 23rd Street for use by certain City Hall departments during construction of City Hall; recommends passing the Resolution. ACCEPT AND ADOPT AND PASS

RESOLUTION

Resolution: MOTION TO ACCEPT AND ADOPT AND PASS RESOLUTION

Motion by Todd Wolf, second by Mary Lynne Donohue.

Final Resolution: Motion Passes

Aye: Todd Wolf, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 9.

2.16 R. C. No. 50-18-19 by Public Works Committee to whom was referred Gen. Ord. No. 4-18-19 by Alderpersons Wolf and Sorenson creating parking limits so as to add a two hour parking limit between 8:00 a.m. and 6:00 p.m. except on Sundays and holidays on the east side of North 8th Street between Huron Avenue and Michigan Avenue; recommends passing 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, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 9.

2.17 Res. No. 32-18-19 by Alderperson Dekker directing a public hearing to be held in connection with change of the City's Official Zoning Map for vacant land located on North 15th Street across from 822 North 14th Street. **PASS RESOLUTION**

Resolution: MOTION TO PASS RESOLUTION

Motion by Todd Wolf, second by Mary Lynne Donohue.

Final Resolution: Motion Passes

Aye: Todd Wolf, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 9.

2.18 Res. No. 33-18-19 by Alderperson Wolf recognizing the service of Kim Dalhaimer to Mead Public Library. **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, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 9.

3. REPORTS OF OFFICERS

3.1 R. O. No. 36-18-19 by Director of Planning and Development submitting a request accepting \$30,000 in sponsorship contribution towards the 2018, 2019, and 2020 City's Freedom Fest Celebration from Wisconsin Bank and Trust. **ACCEPT AND FILE**

MOTION TO ACCEPT AND FILE

Motion by Todd Wolf, second by Mary Lynne Donohue.

Final Resolution: Motion Passes

Aye: Todd Wolf, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 9.

3.2 R. O. No. 37-18-19 by City Clerk submitting an application from Richardson Industries, Inc. for a change in the zoning classification of vacant land located on North 15th Street across from 822 North 14th Street (Parcel #59281800560) from Class Urban Commercial (UC) to Class Urban Residential (UR) Classification. REFER TO CITY PLAN COMMISSION

3.3 R. O. No. 38-18-19 by City Clerk submitting a claim from Steven Neumann for alleged damages to his basement when a main line became blocked and caused sanitary lateral to overflow. REFER TO FINANCE AND PERSONNEL COMMITTEE

3.4 R. O. No. 39-18-19 by City Clerk submitting a claim from Shirley and Tony Glazer for alleged damages to their basement due to a sewer back-up. REFER TO FINANCE AND PERSONNEL COMMITTEE

3.5 R. O. No. 40-18-19 by City Clerk submitting a claim from Robert and Vicki McDermott for alleged damages to their basement from a collapsing sewer line. REFER TO FINANCE AND PERSONNEL COMMITTEE

3.6 R. O. No. 41-18-19 by City Clerk submitting a claim from Linda L. Shimon for alleged damages to her basement due to sewer back-up. REFER TO FINANCE AND PERSONNEL COMMITTEE

3.7 R. O. No. 42-18-19 by City Clerk submitting a claim from Progressive Casualty Insurance Company/Alfredo Venegas for alleged damages when a dump truck rear ended their insured vehicle. REFER TO FINANCE AND PERSONNEL COMMITTEE

3.8 R. O. No. 43-18-19 by City Clerk submitting a claim from Dylan Martens for alleged damages to the tire of his vehicle when he drove over nails by the construction site between 8th Street and New Jersey Avenue. REFER TO FINANCE AND PERSONNEL COMMITTEE

3.9 R. O. No. 44-18-19 by City Clerk submitting a communication from Travis Gandy requesting a waiver from the Sex Offender Residency requirements in order to reside at 2123 North 18th Street. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

3.10 R. O. No. 45-18-19 by City Clerk submitting a communication from the State of Wisconsin Department of Corrections on behalf of Matthew T. Lueck filing a waiver from the Sex Offender Residency requirements in order to be placed at 1612 Indiana Avenue. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

3.11 R. O. No. 46-18-19 by City Clerk submitting a communication from John Sekella requesting a waiver from the Sex Offender Residency requirements in order to reside at 522 Whitcomb Avenue. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

3.12 R. O. No. 47-18-19 by City Clerk submitting a communication from Keith D. Bauer requesting a waiver from the Sex Offender Residency requirements in order to reside at 1427 North 10th Street. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

3.13 R. O. No. 48-18-19 by City Clerk submitting a communication from William Schickowski requesting a waiver from the Sex Offender Residency requirements in order to reside at 508 South 13th Street. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

3.14 R. O. No. 49-18-19 by City Clerk submitting a communication from Jason Lehman requesting a waiver from the Sex Offender Residency requirements in order to reside at 1217 Huron Avenue. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

3.15 R. O. No. 50-18-19 by City Clerk submitting a communication from Robert James Hruska requesting a waiver from the Sex Offender Residency requirements in order to reside at 1310A Jefferson Avenue. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

3.16 R. O. No. 51-18-19 by Director of Public Works submitting the 2017 Compliance Maintenance Annual Report (CMAR) for the Wastewater Treatment Plant. REFER TO PUBLIC WORKS COMMITTEE

4. RESOLUTIONS

4.1 Res. No. 34-18-19 by Alderpersons Donohue and Rindfleisch authorizing execution of the Agreement for Transit Service between the City of Sheboygan and the Sheboygan Area School District for the provision of public transit services. LAYS OVER

4.2 Res. No. 35-18-19 by Alderpersons Rindfleisch and Bohren authorizing the issuance of \$8,415,000 Taxable General Obligation Promissory Notes and the issuance and sale of \$8,415,000 Taxable Note Anticipation Notes in anticipation thereof. REFER TO FINANCE AND PERSONNEL COMMITTEE

4.3 Res. No. 36-18-19 by Alderpersons Rindfleisch and Bohren authorizing the issuance of \$10,570,000 General Obligation Promissory Notes and the issuance and sale of \$10,570,000 Note Anticipation Notes in anticipation thereof. REFER TO FINANCE AND PERSONNEL COMMITTEE

4.4 Res. No. 37-18-19 by Alderpersons Rindfleisch and Bohren authorizing the issuance and sale of \$6,335,000 General Obligation Promissory Notes. REFER TO FINANCE AND PERSONNEL COMMITTEE

4.5 Res. No. 38-18-19 by Alderperson Donohue authorizing the Sheboygan Police Department to engage in fundraising activities and accept donation to support the K-9 (canine) Corps. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

4.6 Res. No. 39-18-19 by Alderperson Wolf informing the Wisconsin Department of Natural Resources (WDNR) that the 2017 Compliance Maintenance Annual Report (CMAR) has been reviewed. REFER TO PUBLIC WORKS COMMITTEE

5. GENERAL ORDINANCES

5.1 Gen. Ord. No. 5-18-19 by Alderperson Dekker amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of vacant land on North 15th Street across from 822 North 14th Street from Class Urban Commercial (UC) to Class Urban Residential (UR) Classification. REFER TO CITY PLAN COMMISSION

6. OTHER MATTERS RECEIVED AFTER THE AGENDA WAS PUBLISHED

6.1 R. O. No. 52-18-19 by City Clerk submitting various license applications (Suscha). REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

6.2 R. O. No. 53-18-19 by City Clerk submitting various license applications (Chinatown). REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE.

6.3 Res. No. 40-18-19 by Alderpersons Rindfleisch and Bohren authorizing a transfer of appropriations in the 2018 Budget. REFER TO FINANCE AND PERSONNEL COMMITTEE

7. CLOSED SESSION

7.1 MOTION TO CONVENE IN CLOSED SESSION under Section 19.85(1)(e) of the Wis. Stats., for the purpose of deliberating possible tentative agreement with the Sheboygan Fire Department.

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, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 9.

8. ADJOURN MEETING

8.1 Motion to Adjourn

MOTION TO ADJOURN at 6:47 P.M.

Motion by Todd Wolf, second by Mary Lynne Donohue.

Final Resolution: Motion Passes

Aye: Todd Wolf, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 9.

Generated by City Clerk Meredith DeBruin on Tuesday, June 5, 2018

III

R. O. No. _____ - 18 - 19. By BOARD OF CONTRACTORS EXAMINERS.
June 18, 2018.

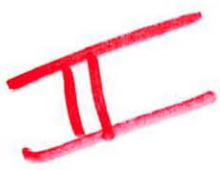
Attached hereto we are submitting application for Building Contractor License already GRANTED:

39482 Adam G Depas Carpenter Contractor
1141 Patrick Henry Ave
De Pere, WI 54115-1740

39422 Robert H Shadduck Carpenter Contractor
1445 W 4th St
Kimberly, WI 54136-1750

BOARD OF CONTRACTORS EXAMINERS

Consent



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

Submitting various license applications.

City Clerk

TEMPORARY CLASS "B" LICENSE

<u>No.</u>	<u>Name</u>	<u>Address</u>
3205	Anglers Avenue Tournament Circuit	510 S. Pier Drive - Three day event to be held July 2-4 2018 to include east area of 510 S. Pier Drive.
3082	Ranieri's Pool Team	811 Indiana Ave. - One day July 4, 2018 to include West parking lot in current premise description.

TEMPORARY BEVERAGE OPERATOR'S LICENSE

<u>No.</u>	<u>Name</u>	<u>Address</u>
2251	Ristow, Jeffrey D.	3301 S. 17 th Street
1017	Stearns, Michael T.	2136 Erie Avenue

AMBULANCE (June 30, 2019) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1245	Orange Cross Ambulance	1919 Ashland Avenue

THEATER (June 30, 2019) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1219	Marc Cinemas	3226 Kohler Memorial Drive

Consent

VI

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

Your Committee to whom was referred R. O. No. 30-18-19 by Finance Director submitting a finance report of the City of Sheboygan for the period commencing January 1, 2018 and ending March 31, 2018; recommends filing the document.

Consent

_____ Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

R. O. No. 30 - 18 - 19. By FINANCE DIRECTOR. May 21, 2018.

Submitting a financial report of the City of Sheboygan for the period commencing January 1, 2018 and ending March 31, 2018.

FINANCE DIRECTOR

*Finances
Personnel
acfile*

CITY OF SHEBOYGAN
 GENERAL FUND REVENUES
 Year-to-date as of March 31, 2018

GENERAL FUND REVENUE	Amended Budget	Year to Date	Percent of Budget
Taxes	\$ 16,240,705	\$ 16,240,705	100.00%
Taxes (Other than property)	1,405,356	66,836	4.76%
Licenses and Permits	879,850	134,931	15.34%
Intergovernment Revenue	14,497,784	622,775	4.30%
Charges for Services	1,586,196	358,756	22.62%
Fines and Forfeits	269,000	108,472	40.32%
Interest on Investments	228,500	50,410	22.06%
Miscellaneous Revenue	165,115	80,070	48.49%
Other Financing Sources	1,693,621	-	0.00%
Total Revenue	<u>\$ 36,966,127</u>	<u>\$ 17,662,955</u>	<u>47.78%</u>

OVERVIEW

Year to date revenue are within budget expectations.

TAXES

Taxes are recorded in January when due.

TAXES (OTHER THAN PROPERTY)

Consists of payments in lieu of tax with the largest amount from the Water Utility recorded at year end.

LICENSES AND PERMITS

Consists of permits issued by Building Inspection and City Clerk. Receipts are within budget expectations.

INTERGOVERNMENTAL REVENUE

Consists of state revenues received in April, July and November. Receipts are within budget expectations.

CHARGES FOR SERVICES

Consists of garbage fee, park rentals and cemetery charges. Receipts are within budget expectations.

FINES AND FORFEITS

Consists of court penalty costs and parking violations. Receipts exceed budget expectations.

INTEREST ON INVESTMENTS

Interest on investments at RBC and UBS recorded monthly.

MISCELLANEOUS REVENUE

Consists of city building rentals and sale of equipment. Receipts exceed budget expectations.

OTHER FINANCING SOURCES

Consists of interfund transfer of funds transferred in June and December.

CITY OF SHEBOYGAN
GENERAL FUND EXPENDITURES
Year-to-date as of March 31, 2018

GENERAL FUND EXPENSE	Amended Budget	Year to Date	Percent of Budget
General Government	\$ 3,797,119	\$ 793,208	20.89%
Public Safety	20,792,897	5,130,339	24.67%
Public Works	8,600,207	1,861,039	21.64%
Health and Human Services	192,440	33,762	17.54%
Culture/Recreation	2,566,224	544,615	21.22%
Conservation and Development	333,009	125,613	37.72%
Intergovernmental	2,601	13	0.50%
Unclassified	1,364,677	28,542	2.09%
Total Expenditures	<u>\$ 37,649,174</u>	<u>\$ 8,517,131</u>	<u>22.62%</u>

OVERVIEW

Annual expenditures projected to be below or within budget.

GENERAL GOVERNMENT

Annual expenditures projected to be below or within budget.

PUBLIC SAFETY

Annual expenditures projected to be below or within budget.

PUBLIC WORKS

Annual expenditures projected to be below or within budget.

HEALTH AND HUMAN SERVICES

Annual expenditures projected to be below or within budget.

CULTURE AND RECREATION

Annual expenditures projected to be below or within budget.

CONSERVATION AND DEVELOPMENT

Annual expenditures projected to be below or within budget.

INTERGOVERNMENTAL

Intergovernmental transfers completed as budget is amended.

UNCLASSIFIED

Annual expenditures projected to be below or within budget.

CITY OF SHEBOYGAN
OTHER FUND REVENUES
Year-to-date as of March 31, 2018

OTHER FUND REVENUE	Amended Budget	Year to Date	Percent of Budget
Special Revenue Funds	\$ 8,580,074	\$ 3,933,264	45.84%
Debt Service Funds	8,672,692	6,787,409	78.26%
Capital Project Funds	24,946,858	1,080,077	4.33%
Proprietary Funds	23,767,134	5,281,645	22.22%
Fiduciary Funds	11,400	2,275	19.96%
Total Revenue	<u>\$ 65,978,158</u>	<u>\$ 17,084,670</u>	<u>25.89%</u>

OVERVIEW

Year to date revenues are within budget expectations.

SPECIAL REVENUE FUNDS

Consists of the Police MEG Unit, CDBG funds, Mead Library, Tourism, Park, Forestry and Open Space, Cable TV, Municipal Court, Ambulance, Special Assessments, Harbor Centre Marina, Redevelopment Authority, Park Impact Fees, Storm Water and the E.H. Maywood Park Funds.
Year to date revenues are within budget expectations.

DEBT SERVICE FUNDS

Consists of the G.O. Debt Service Fund and TID Debt Service Funds.
Year to date revenues exceed expectations.

CAPITAL PROJECT FUNDS

Consists of the Capital Project, Capital Improvements, Industrial Park, and TID Capital Funds. Year to date revenue projections are below expectations as the budget included contributions for the Butzen Sports Complex and issuance of debt for 2018 projects.

PROPRIETARY FUNDS

Consists of Wastewater, Transit, Parking, Boat Facilities, Motor Vehicle, Health Insurance, Liability Insurance, Worker's Compensation and Information Technology Funds.
Year to date revenues are within budget expectations.

FIDUCIARY FUNDS

Consists of the Cemetery Perpetual Care and Mead Public Library Trust Fund. Year to date revenue projections are below budget expectations as interest is recorded at December 31.

WATER UTILITY

The Water Utility is not included as it is governed by the Board of Water Commissioners.

CITY OF SHEBOYGAN
OTHER FUND EXPENDITURES
Year-to-date as of March 31, 2018

OTHER FUND EXPENSE	Amended Budget	Year to Date	Percent of Budget
Special Revenue Funds	\$ 8,687,377	\$ 1,348,698	15.52%
Debt Service Funds	8,597,472	149,598	1.74%
Capital Project Funds	29,784,792	4,265,480	14.32%
Proprietary Funds	24,986,371	5,269,792	21.09%
Fiduciary Funds	2,000	-	0.00%
Total Expenditures	<u>\$ 72,058,012</u>	<u>\$ 11,033,568</u>	<u>15.31%</u>

OVERVIEW

Year to date expenditures are within budget expectations.

SPECIAL REVENUE FUNDS

Consists of the Police MEG Unit, CDBG funds, Mead Library, Tourism, Park, Forestry and Open Space, Cable TV, Municipal Court, Ambulance, Special Assessments, Harbor Centre Marina, Redevelopment Authority, Park Impact Fees, and Storm Water. Year to date expenditures are below expectations.

DEBT SERVICE FUNDS

Consists of the G.O. Debt Service Fund and TID Debt Service Funds. Year to date expenditures are below budget expectations, as the majority of debt payments are in the fourth quarter of the year.

CAPITAL PROJECT FUNDS

Consists of the Capital Project, Capital Improvements, Industrial Park, and TID Capital Funds. Year to date expenditures are below budget expectations largely due to completion of projects and no expenditures for the Butzen Sports Complex or City Hall renovations.

PROPRIETARY FUNDS

Consists of Wastewater, Transit, Parking, Boat Facilities, Motor Vehicle, Health Insurance, Liability Insurance, Worker's Compensation and Information Technology Funds. Year to date expenditures are within budget expectations.

FIDUCIARY FUNDS

Consists of the Cemetery Perpetual Care and Mead Public Library Trust Fund. The transfer to the General Fund is recorded in December.

WATER UTILITY

The Water Utility is not included as it is governed by the Board of Water Commissioners.



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

Your Committee to whom was referred, pursuant to R. O. No. 33-18-19 by the City Clerk, submitting license applications for the period ending December 31, 2018, April 14, 2019, June 30, 2019 and June 30, 2020; recommends granting the following licenses:

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
3162	Sundance Saloon	1509 S. 12 th Street

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2606	Citgo	610 S. 14 th Street

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2702	Tietzs Piggly Wiggly #331	2905 N. 15 th Street
3214	Tietz's Piggly Wiggly #332	3124 S. Business Drive

Consent

Committee

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

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor

VII

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

Your Committee to whom was referred, pursuant to R. O. No. 33-18-19 by the City Clerk, submitting license applications for the period ending December 31, 2018, April 14, 2019, June 30, 2019 and June 30, 2020; recommends denying the following licenses:

Taxicab Driver License Application No. 2186 (Richard A. Castro) based upon his record of violations related to the licensed activity, his history as a repeat law offender, and his failure to cooperate with staff for the committee.

Taxicab Driver License Application No. 2172 (Victoria M. Sanchez) based upon her record of violations related to the licensed activity, her history as a repeat law offender, and her failure to cooperate with staff for the committee.

Consent

_____ Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VIII

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

Your Committee to whom was referred R. O. No. 51-18-19 by the Director of Public Works submitting the 2017 Compliance Maintenance Annual Report (CMAR) for the Wastewater Treatment Plant and Res. No. 39-18-19 by Alderperson Wolf informing the Wisconsin Department of Natural Resources (WDNR) that the document has been reviewed; recommends to file the R. O. and pass 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

A.6

Res. No. 39 - 18 - 19. By Alderperson Wolf. June 4, 2018.

A RESOLUTION informing the Wisconsin Department of Natural Resources (WDNR) that the 2017 Compliance Maintenance Annual Report (CMAR) has been reviewed.

RESOLVED: That the City of Sheboygan hereby informs the WDNR that the Common Council has reviewed the 2017 CMAR, which is attached to this resolution.

BE IT FURTHER RESOLVED, that the Sheboygan Regional Wastewater Treatment Facility received an "A" grade for each section of the 2017 CMAR with the exception of the biosolids section where an F grade was received as a result of the over application of nitrogen and omission of soil testing on farm fields where liquid biosolids were applied.

BE IT FURTHER RESOLVED, that the 2017 CMAR be accepted and placed on file.



Public Works

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

3.16

R. O. No. 51 - 18 - 19. By DIRECTOR OF PUBLIC WORKS. June 4, 2018.

Submitting the 2017 Compliance Maintenance Annual Report (CMAR) for the Wastewater Treatment Plant.

Public Works

DIRECTOR OF PUBLIC WORKS

Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:
5/25/2018 2017

Influent Flow and Loading

1. Monthly Average Flows and (C)BOD Loadings

1.1 Verify the following monthly flows and (C)BOD loadings to your facility.

Influent No. 701	Influent Monthly Average Flow, MGD	x	Influent Monthly Average (C)BOD Concentration mg/L	x	8.34	=	Influent Monthly Average (C)BOD Loading, lbs/day
January	11.0230	x	136	x	8.34	=	12,483
February	11.3603	x	155	x	8.34	=	14,641
March	15.4343	x	99	x	8.34	=	12,779
April	16.6350	x	85	x	8.34	=	11,758
May	13.3996	x	108	x	8.34	=	12,089
June	11.7188	x	138	x	8.34	=	13,497
July	10.0332	x	159	x	8.34	=	13,345
August	9.8378	x	160	x	8.34	=	13,087
September	8.3166	x	167	x	8.34	=	11,565
October	8.5770	x	148	x	8.34	=	10,602
November	7.9891	x	173	x	8.34	=	11,503
December	7.5044	x	197	x	8.34	=	12,336

2. Maximum Monthly Design Flow and Design (C)BOD Loading

2.1 Verify the design flow and loading for your facility.

Design	Design Factor	x	%	=	% of Design
Max Month Design Flow, MGD	25.2	x	90	=	22.68
		x	100	=	25.2
Design (C)BOD, lbs/day	27940	x	90	=	25146
		x	100	=	27940

2.2 Verify the number of times the flow and (C)BOD exceeded 90% or 100% of design, points earned, and score:

	Months of Influent	Number of times flow was greater than 90% of	Number of times flow was greater than 100% of	Number of times (C)BOD was greater than 90% of design	Number of times (C)BOD was greater than 100% of design
January	1	0	0	0	0
February	1	0	0	0	0
March	1	0	0	0	0
April	1	0	0	0	0
May	1	0	0	0	0
June	1	0	0	0	0
July	1	0	0	0	0
August	1	0	0	0	0
September	1	0	0	0	0
October	1	0	0	0	0
November	1	0	0	0	0
December	1	0	0	0	0
Points per each		2	1	3	2
Exceedances		0	0	0	0
Points		0	0	0	0
Total Number of Points					0

Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:
5/25/2018 2017

6.2 Did your facility accept hauled industrial wastes, landfill leachate, etc.?

Yes

No

If yes, describe the types of wastes received and any procedures or other restrictions that were in place to protect the facility from the discharge of hauled industrial wastes.

Food processing wastes (cheese, sausage and whey), Industrial grease trap waste were accepted for discharge directly into the anaerobic digesters. Landfill leachate, municipal wastewater treatment plant sludge and coal combustion residual contact water were accepted and discharge directly into plant influent through the septage receiving stations. Samples were collected from each waste type and analyzed to determine waste load allocations and the strength of the waste.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:
5/25/2018 2017

Effluent Quality and Plant Performance (BOD/CBOD)

1. Effluent (C)BOD Results
1.1 Verify the following monthly average effluent values, exceedances, and points for BOD or CBOD

Outfall No. 001	Monthly Average Limit (mg/L)	90% of Permit Limit > 10 (mg/L)	Effluent Monthly Average (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance	90% Permit Limit Exceedance
January	25	22.5	2	1	0	0
February	25	22.5	4	1	0	0
March	25	22.5	2	1	0	0
April	25	22.5	1	1	0	0
May	25	22.5	2	1	0	0
June	25	22.5	1	1	0	0
July	25	22.5	1	1	0	0
August	25	22.5	2	1	0	0
September	25	22.5	1	1	0	0
October	25	22.5	0	1	0	0
November	25	22.5	1	1	0	0
December	25	22.5	3	1	0	0

* Equals limit if limit is <= 10

Months of discharge/yr	12		
Points per each exceedance with 12 months of discharge		7	3
Exceedances		0	0
Points		0	0
Total number of points			0

NOTE: For systems that discharge intermittently to state waters, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge. Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is $12/6 = 2.0$

1.2 If any violations occurred, what action was taken to regain compliance?

2. Flow Meter Calibration

2.1 Was the effluent flow meter calibrated in the last year?

Yes Enter last calibration date (MM/DD/YYYY)

No

If No, please explain:

3. Treatment Problems

3.1 What problems, if any, were experienced over the last year that threatened treatment?

4. Other Monitoring and Limits

4.1 At any time in the past year was there an exceedance of a permit limit for any other pollutants such as chlorides, pH, residual chlorine, fecal coliform, or metals?

Yes

No

Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:
5/25/2018 2017

If Yes, please explain:

4.2 At any time in the past year was there a failure of an effluent acute or chronic whole effluent toxicity (WET) test?
 Yes
 No

If Yes, please explain:

4.3 If the biomonitoring (WET) test did not pass, were steps taken to identify and/or reduce source(s) of toxicity?
 Yes
 No
 N/A

Please explain unless not applicable:

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

draft

Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:
5/25/2018 2017

Effluent Quality and Plant Performance (Total Suspended Solids)

1. Effluent Total Suspended Solids Results

1.1 Verify the following monthly average effluent values, exceedances, and points for TSS:

Outfall No. 001	Monthly Average Limit (mg/L)	90% of Permit Limit >10 (mg/L)	Effluent Monthly Average (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance	90% Permit Limit Exceedance
January	30	27	4	1	0	0
February	30	27	6	1	0	0
March	30	27	4	1	0	0
April	30	27	3	1	0	0
May	30	27	3	1	0	0
June	30	27	3	1	0	0
July	30	27	2	1	0	0
August	30	27	3	1	0	0
September	30	27	2	1	0	0
October	30	27	2	1	0	0
November	30	27	2	1	0	0
December	30	27	5	1	0	0

* Equals limit if limit is <= 10

Months of Discharge/yr	12		
Points per each exceedance with 12 months of discharge:		7	3
Exceedances		0	0
Points		0	0
Total Number of Points			0

NOTE: For systems that discharge intermittently to state waters, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge.

Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is $12/6 = 2.0$

1.2 If any violations occurred, what action was taken to regain compliance?

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:
5/25/2018 2017

Effluent Quality and Plant Performance (Phosphorus)

1. Effluent Phosphorus Results

1.1 Verify the following monthly average effluent values, exceedances, and points for Phosphorus

Outfall No. 001	Monthly Average phosphorus Limit (mg/L)	Effluent Monthly Average phosphorus (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance
January	.9	0.629	1	0
February	.9	0.489	1	0
March	.9	0.477	1	0
April	.9	0.587	1	0
May	.9	0.494	1	0
June	.9	0.520	1	0
July	.9	0.568	1	0
August	.9	0.587	1	0
September	.9	0.527	1	0
October	.9	0.558	1	0
November	.9	0.553	1	0
December	.9	0.668	1	0
Months of Discharge/yr			12	
Points per each exceedance with 12 months of discharge:				10
Exceedances				0
Total Number of Points				0

NOTE: For systems that discharge intermittently to waters of the state, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge.

Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is $12/6 = 2.0$

1.2 If any violations occurred, what action was taken to regain compliance?

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:
5/25/2018 2017

Biosolids Quality and Management

1. Biosolids Use/Disposal

1.1 How did you use or dispose of your biosolids? (Check all that apply)

- Land applied under your permit
- Publicly Distributed Exceptional Quality Biosolids
- Hauled to another permitted facility
- Landfilled
- Incinerated
- Other

NOTE: If you did not remove biosolids from your system, please describe your system type such as lagoons, reed beds, recirculating sand filters, etc.

1.1.1 If you checked Other, please describe:

Exceptional Quality dried biosolids from outfall 004 were supplied to Sure-Grow LLC to be utilized as a agricultural fertilizer and soil conditioner.

2. Land Application Site

2.1 Last Year's Approved and Active Land Application Sites

2.1.1 How many acres did you have?

9355.10 acres

2.1.2 How many acres did you use?

615.4 acres

2.2 If you did not have enough acres for your land application needs, what action was taken?

2.3 Did you overapply nitrogen on any of your approved land application sites you used last year?

- Yes (30 points)
- No

2.4 Have all the sites you used last year for land application been soil tested in the previous 4 years?

- Yes
- No (10 points)
- N/A

40

3. Biosolids Metals

Number of biosolids outfalls in your WPDES permit:

3.1 For each outfall tested, verify the biosolids metal quality values for your facility during the last calendar year.

Outfall No. 004 - EQ Dried Sludge

Parameter	80% of Limit	H.Q. Limit	Ceiling Limit	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	80% Value	High Quality	Ceiling
Arsenic		41		<4.9		5.14			3.7	3.9		4.6		<9.9			0	0
Cadmium		39		<.62		.537			.31	.37		.49		<1.2			0	0
Copper		1500		296		255			221	261		316		402			0	0
Lead		300		17.8		16.5			16.2	18.2		21		29.5			0	0
Mercury		17		.2		.182			.33	.22		.65		.48			0	0
Molybdenum	60		75	8.9		6.81			7.2	8.7		8.9		10.2		0		0
Nickel				16.8		14.6			14.5	16.8		20.5		29.9		0		0
Selenium				3.1		<.751			2	2.9		2.1		<10.5		0		0
Zinc		2800		374		312			316	385		413		691			0	0

Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:
5/25/2018 2017

Outfall No. 003 - CAKE SLUDGE

Parameter	80% of Limit	H.Q. Limit	Ceiling Limit	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	80% Value	High Quality	Ceiling
Arsenic		41	75														0	0
Cadmium		39	85														0	0
Copper		1500	4300														0	0
Lead		300	840														0	0
Mercury		17	57														0	0
Molybdenum	60		75													0		0
Nickel	336		420													0		0
Selenium	80		100													0		0
Zinc		2800	7500														0	0

Outfall No. 002 - LIQUID ANAEROBIC SLUDGE

Parameter	80% of Limit	H.Q. Limit	Ceiling Limit	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	80% Value	High Quality	Ceiling
Arsenic		41	75	4.2		<13.3			4.3	3.8		4.6		<13.7			0	0
Cadmium		39	85	<.12		<1.43			.32	.43		.51		<1.7			0	0
Copper		1500	4300	291		254			228	245		282		328			0	0
Lead		300	840	16		15.7			14.2	16.4		21.7		18.9			0	0
Mercury		17	57	.69		<.0573			.36	.13		1.2		.44			0	0
Molybdenum	60		75	8.4		7.15			7.1	7.9		7.6		9.2		0		0
Nickel	336		420	16.4		17.8			15.3	17		18.6		21.8		0		0
Selenium	80		100	3.4		<15.1			1.8	2.8		2.6		<14.4		0		0
Zinc		2800	7500	349		326			320	360		427		501			0	0

3.1.1 Number of times any of the metals exceeded the high quality limits OR 80% of the limit for molybdenum, nickel, or selenium = 0

Exceedence Points

- 0 (0 Points)
- 1-2 (10 Points)
- > 2 (15 Points)

3.1.2 If you exceeded the high quality limits, did you cumulatively track the metals loading at each land application site? (check applicable box)

- Yes
- No (10 points)
- N/A - Did not exceed limits or no HQ limit applies (0 points)
- N/A - Did not land apply biosolids until limit was met (0 points)

3.1.3 Number of times any of the metals exceeded the ceiling limits = 0

Exceedence Points

- 0 (0 Points)
- 1 (10 Points)
- > 1 (15 Points)

3.1.4 Were biosolids land applied which exceeded the ceiling limit?

- Yes (20 Points)
- No (0 Points)

3.1.5 If any metal limit (high quality or ceiling) was exceeded at any time, what action was taken? Has the source of the metals been identified?

4. Pathogen Control (per outfall):

4.1 Verify the following information. If any information is incorrect, use the Report Issue button under the Options header in the left-side menu.

Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:
5/25/2018 2017

Outfall Number:	002
Biosolids Class:	B
Bacteria Type and Limit:	Fecal Colliform
Sample Dates:	01/01/2017 - 02/28/2017
Density:	3,510
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	No
Process:	Anaerobic Digestion
Process Description:	Anaerobically digested and thickened sludge.
Outfall Number:	002
Biosolids Class:	B
Bacteria Type and Limit:	Fecal Colliform
Sample Dates:	01/01/2017 - 12/31/2017
Density:	3,510
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Anaerobic Digestion
Process Description:	Anaerobically digested and thickened sludge.
Outfall Number:	002
Biosolids Class:	B
Bacteria Type and Limit:	Fecal Colliform
Sample Dates:	03/01/2017 - 04/30/2017
Density:	3,510
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Anaerobic Digestion
Process Description:	
Outfall Number:	002
Biosolids Class:	B
Bacteria Type and Limit:	Fecal Colliform
Sample Dates:	05/01/2017 - 06/30/2017
Density:	2,060
Sample Concentration Amount:	CFU/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Anaerobic Digestion
Process Description:	Aerobically digested and thickened sludge.

Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:
5/25/2018 2017

Outfall Number:	002
Biosolids Class:	B
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	07/01/2017 - 08/31/2017
Density:	2,830
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Anaerobic Digestion
Process Description:	Anerobically digested and thickened sludge.
Outfall Number:	002
Biosolids Class:	B
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	09/01/2017 - 10/31/2017
Density:	2,830
Sample Concentration Amount:	CFU/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Anaerobic Digestion
Process Description:	Anerobically digested and thickened sludge
Outfall Number:	002
Biosolids Class:	B
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	11/01/2017 - 12/31/2017
Density:	419,000
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Anaerobic Digestion
Process Description:	Anaerobically digested and thickened sludge.
Outfall Number:	004
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	01/01/2017 - 02/28/2017
Density:	3
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	No
Process:	Heat Drying
Process Description:	Exceptional quality sludge from the sludge dryer

Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:
5/25/2018 2017

Outfall Number:	004
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	01/01/2017 - 12/31/2017
Density:	3
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	Exceptional quality sludge from the sludge dryer
Outfall Number:	004
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	03/01/2017 - 04/30/2017
Density:	3
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	Exceptional quality sludge from the sludge dryer
Outfall Number:	004
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	05/01/2017 - 06/30/2017
Density:	1
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	Exceptional quality sludge from the sludge dryer
Outfall Number:	004
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	07/01/2017 - 08/31/2017
Density:	0
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	Exceptional quality sludge from the sludge dryer

Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:
5/25/2018 2017

Outfall Number:	004
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	09/01/2017 - 10/31/2017
Density:	0
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	Exceptional quality sludge from the sludge dryer

Outfall Number:	004
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	11/01/2017 - 12/31/2017
Density:	0
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	Exceptional quality sludge from the sludge dryer

4.2 If exceeded Class B limit or did not meet the process criteria at the time of land application.
 4.2.1 Was the limit exceeded or the process criteria not met at the time of land application?
 Yes (40 Points)
 No
 If yes, what action was taken?

5. Vector Attraction Reduction (per outfall):
 5.1 Verify the following information. If any of the information is incorrect, use the Report Issue button under the Options header in the left-side menu.

Outfall Number:	002
Method Date:	12/31/2017
Option Used To Satisfy Requirement:	Injection when land apply
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	
Results (if applicable):	

Outfall Number:	004
Method Date:	03/28/2017
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>90
Results (if applicable):	98.50

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Outfall Number:	002
Method Date:	04/30/2017
Option Used To Satisfy Requirement:	Injection when land apply
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	
Results (if applicable):	
Outfall Number:	002
Method Date:	12/31/2017
Option Used To Satisfy Requirement:	Injection when land apply
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	
Results (if applicable):	
Outfall Number:	004
Method Date:	11/14/2017
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>90
Results (if applicable):	97.50
Outfall Number:	002
Method Date:	02/28/2017
Option Used To Satisfy Requirement:	Injection when land apply
Requirement Met:	Yes
Land Applied:	No
Limit (if applicable):	
Results (if applicable):	
Outfall Number:	004
Method Date:	03/28/2017
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>90
Results (if applicable):	98.50

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Outfall Number:	004
Method Date:	01/25/2017
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	No
Limit (if applicable):	>90
Results (if applicable):	98
Outfall Number:	002
Method Date:	06/30/2017
Option Used To Satisfy Requirement:	Injection when land apply
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	
Results (if applicable):	
Outfall Number:	004
Method Date:	06/06/2017
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>90
Results (if applicable):	99.80
Outfall Number:	004
Method Date:	07/19/2017
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>90
Results (if applicable):	94.60
Outfall Number:	002
Method Date:	08/31/2017
Option Used To Satisfy Requirement:	Injection when land apply
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	
Results (if applicable):	

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Outfall Number:	002	0
Method Date:	10/31/2017	
Option Used To Satisfy Requirement:	Injection when land apply	
Requirement Met:	Yes	
Land Applied:	Yes	
Limit (if applicable):		
Results (if applicable):		
Outfall Number:	004	0
Method Date:	09/20/2017	
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids	
Requirement Met:	Yes	
Land Applied:	Yes	
Limit (if applicable):	>90	
Results (if applicable):	99.80	
<p>5.2 Was the limit exceeded or the process criteria not met at the time of land application?</p> <p><input type="radio"/> Yes (40 Points)</p> <p><input checked="" type="radio"/> No</p> <p>If yes, what action was taken?</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>		
<p>6. Biosolids Storage</p> <p>6.1 How many days of actual, current biosolids storage capacity did your wastewater treatment facility have either on-site or off-site?</p> <p><input checked="" type="radio"/> >= 180 days (0 Points)</p> <p><input type="radio"/> 150 - 179 days (10 Points)</p> <p><input type="radio"/> 120 - 149 days (20 Points)</p> <p><input type="radio"/> 90 - 119 days (30 Points)</p> <p><input type="radio"/> < 90 days (40 Points)</p> <p><input type="radio"/> N/A (0 Points)</p> <p>6.2 If you checked N/A above, explain why.</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>		
<p>7. Issues</p> <p>7.1 Describe any outstanding biosolids issues with treatment, use or overall management:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>		

Total Points Generated	40
Score (100 - Total Points Generated)	60
Section Grade	F

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Staffing and Preventative Maintenance (All Treatment Plants)

<p>1. Plant Staffing</p> <p>1.1 Was your wastewater treatment plant adequately staffed last year?</p> <ul style="list-style-type: none"><input checked="" type="radio"/> Yes<input type="radio"/> No <p>If No, please explain:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <p>Could use more help/staff for:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <p>1.2 Did your wastewater staff have adequate time to properly operate and maintain the plant and fulfill all wastewater management tasks including recordkeeping?</p> <ul style="list-style-type: none"><input checked="" type="radio"/> Yes<input type="radio"/> No <p>If No, please explain:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	
<p>2. Preventative Maintenance</p> <p>2.1 Did your plant have a documented AND implemented plan for preventative maintenance on major equipment items?</p> <ul style="list-style-type: none"><input checked="" type="radio"/> Yes (Continue with question 2)<input type="radio"/> No (40 points) <p>If No, please explain, then go to question 3:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <p>2.2 Did this preventative maintenance program depict frequency of intervals, types of lubrication, and other tasks necessary for each piece of equipment?</p> <ul style="list-style-type: none"><input checked="" type="radio"/> Yes<input type="radio"/> No (10 points) <p>2.3 Were these preventative maintenance tasks, as well as major equipment repairs, recorded and filed so future maintenance problems can be assessed properly?</p> <ul style="list-style-type: none"><input checked="" type="radio"/> Yes<ul style="list-style-type: none"><input type="radio"/> Paper file system<input type="radio"/> Computer system<input checked="" type="radio"/> Both paper and computer system<input type="radio"/> No (10 points)	0
<p>3. O&M Manual</p> <p>3.1 Does your plant have a detailed O&M and Manufacturer Equipment Manuals that can be used as a reference when needed?</p> <ul style="list-style-type: none"><input checked="" type="radio"/> Yes<input type="radio"/> No	
<p>4. Overall Maintenance /Repairs</p> <p>4.1 Rate the overall maintenance of your wastewater plant.</p> <ul style="list-style-type: none"><input type="radio"/> Excellent<input type="radio"/> Very good<input checked="" type="radio"/> Good<input type="radio"/> Fair<input type="radio"/> Poor <p>Describe your rating:</p>	

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The plant is adequately maintained and has adequate in-line spares available to take down and maintain individual pieces of equipment. The PM/equipment reliability program is evolving as we improve our maintenance PM program and more fully utilize our maintenance management system. The on site maintenance staff is experienced with the repair of all equipment and most work is completed in house.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

draft

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Operator Certification and Education

1. Operator-In-Charge

1.1 Did you have a designated operator-in-charge during the report year?

- Yes (0 points)
- No (20 points)

Name:

Steve Jossart

Certification No:

12990

0

2. Certification Requirements

2.1 In accordance with Chapter NR 114.56 and 114.57, Wisconsin Administrative Code, what level and subclass(es) were required for the operator-in-charge (OIC) to operate the wastewater treatment plant and what level and subclass(es) were held by the operator-in-charge?

Sub Class	SubClass Description	WWTP	OIC		
		Advanced	OIT	Basic	Advanced
A1	Suspended Growth Processes	X			
A2	Attached Growth Processes				
A3	Recirculating Media Filters				
A4	Ponds, Lagoons and Natural				
A5	Anaerobic Treatment Of Liquid				
B	Solids Separation	X			
C	Biological Solids/Sludges	X			
P	Total Phosphorus	X			
N	Total Nitrogen				
D	Disinfection	X			
L	Laboratory	X			
U	Unique Treatment Systems				
SS	Sanitary Sewage Collection	X	NA	NA	NA

0

2.2 Was the operator-in-charge certified at the appropriate level and subclass(es) to operate this plant? (Note: Certification in subclass SS, N and A5 not required in 2016; subclass SS is basic level only.)

- Yes (0 points)
- No (20 points)

3. Succession Planning

3.1 In the event of the loss of your designated operator-in-charge, did you have a contingency plan to ensure the continued proper operation and maintenance of the plant that includes one or more of the following options (check all that apply)?

- One or more additional certified operators on staff
- An arrangement with another certified operator
- An arrangement with another community with a certified operator
- An operator on staff who has an operator-in-training certificate for your plant and is expected to be certified within one year
- A consultant to serve as your certified operator
- None of the above (20 points)

If "None of the above" is selected, please explain:

0

4. Continuing Education Credits

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4.1 If you had a designated operator-in-charge, was the operator-in-charge earning Continuing Education Credits at the following rates?

OIT and Basic Certification:

- Averaging 6 or more CECs per year.
- Averaging less than 6 CECs per year.

Advanced Certification:

- Averaging 8 or more CECs per year.
- Averaging less than 8 CECs per year.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

draft

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Financial Management

<p>1. Provider of Financial Information</p> <p>Name: <input style="width: 150px;" type="text" value="Nancy Buss"/></p> <p>Telephone: <input style="width: 150px;" type="text" value="(920) 459-3304"/> (XXX) XXX-XXXX</p> <p>E-Mail Address (optional): <input style="width: 300px;" type="text" value="nancy.buss@sheboyganwi.gov"/></p>																
<p>2. Treatment Works Operating Revenues</p> <p>2.1 Are User Charges or other revenues sufficient to cover O&M expenses for your wastewater treatment plant AND/OR collection system ?</p> <p> <input checked="" type="radio"/> Yes (0 points) <input type="radio"/> No (40 points) </p> <p>If No, please explain: <input style="width: 750px; height: 20px;" type="text"/> </p> <p>2.2 When was the User Charge System or other revenue source(s) last reviewed and/or revised?</p> <p>Year: <input style="width: 100px;" type="text" value="2017"/></p> <p> <input checked="" type="radio"/> 0-2 years ago (0 points) <input type="radio"/> 3 or more years ago (20 points) <input type="radio"/> N/A (private facility) </p> <p>2.3 Did you have a special account (e.g., CWFP required segregated Replacement Fund, etc.) or financial resources available for repairing or replacing equipment for your wastewater treatment plant and/or collection system?</p> <p> <input checked="" type="radio"/> Yes (0 points) <input type="radio"/> No (40 points) </p>	0															
REPLACEMENT FUNDS [PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 3]																
<p>3. Equipment Replacement Funds</p> <p>3.1 When was the Equipment Replacement Fund last reviewed and/or revised?</p> <p>Year: <input style="width: 100px;" type="text" value="2017"/></p> <p> <input checked="" type="radio"/> 1-2 years ago (0 points) <input type="radio"/> 3 or more years ago (20 points) <input type="radio"/> N/A </p> <p>If N/A, please explain: <input style="width: 750px; height: 20px;" type="text"/> </p> <p>3.2 Equipment Replacement Fund Activity</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">3.2.1 Ending Balance Reported on Last Year's CMAR</td> <td style="width: 5%; text-align: right;">\$</td> <td style="width: 35%; text-align: right;"><input style="width: 150px;" type="text" value="5,238,308.01"/></td> </tr> <tr> <td>3.2.2 Adjustments - If necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)</td> <td style="text-align: right;">\$</td> <td style="text-align: right;"><input style="width: 150px;" type="text" value="0.00"/></td> </tr> <tr> <td>3.2.3 Adjusted January 1st Beginning Balance</td> <td style="text-align: right;">\$</td> <td style="text-align: right;"><input style="width: 150px;" type="text" value="5,238,308.01"/></td> </tr> <tr> <td>3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)</td> <td style="text-align: right;">\$</td> <td style="text-align: right;"><input style="width: 150px;" type="text" value="896,050.63"/></td> </tr> <tr> <td></td> <td style="text-align: right;">+</td> <td></td> </tr> </table>	3.2.1 Ending Balance Reported on Last Year's CMAR	\$	<input style="width: 150px;" type="text" value="5,238,308.01"/>	3.2.2 Adjustments - If necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)	\$	<input style="width: 150px;" type="text" value="0.00"/>	3.2.3 Adjusted January 1st Beginning Balance	\$	<input style="width: 150px;" type="text" value="5,238,308.01"/>	3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)	\$	<input style="width: 150px;" type="text" value="896,050.63"/>		+		
3.2.1 Ending Balance Reported on Last Year's CMAR	\$	<input style="width: 150px;" type="text" value="5,238,308.01"/>														
3.2.2 Adjustments - If necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)	\$	<input style="width: 150px;" type="text" value="0.00"/>														
3.2.3 Adjusted January 1st Beginning Balance	\$	<input style="width: 150px;" type="text" value="5,238,308.01"/>														
3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)	\$	<input style="width: 150px;" type="text" value="896,050.63"/>														
	+															

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3.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 3.2.6.1 below*)

\$ 0.00

3.2.6 Ending Balance as of December 31st for CMAR Reporting Year

\$ 6,134,358.64

All Sources: This ending balance should include all Equipment Replacement Funds whether held in a bank account(s), certificate(s) of deposit, etc.

3.2.6.1 Indicate adjustments, equipment purchases, and/or major repairs from 3.2.5 above.

3.3 What amount should be in your Replacement Fund? \$ 2,210,591.10

0

Please note: If you had a CWFP loan, this amount was originally based on the Financial Assistance Agreement (FAA) and should be regularly updated as needed. Further calculation instructions and an example can be found by clicking the SectionInstructions link under Info header in the left-side menu.

3.3.1 Is the December 31 Ending Balance in your Replacement Fund above, (#3.2.6) equal to, or greater than the amount that should be in it (#3.3)?

- Yes
- No

If No, please explain.

4. Future Planning

4.1 During the next ten years, will you be involved in formal planning for upgrading, rehabilitating, or new construction of your treatment facility or collection system?

- Yes - If Yes, please provide major project information, if not already listed below.
- No

Project #	Project Description	Estimated Cost	Approximate Construction Year
1	Replacing/refurbishing primary and secondary clarifier drives	800,000	2022
2	Fine bubble diffuser system maintenance and aeration basin repairs.	600,000	2021
3	Sanitary Sewer Lining Projects. The city of Sheboygan is setting aside money annually to line sanitary sewers in conjunction with street replacement projects over the next five years. The estimated cost is for the total cost of the work five year span of projects.	3,000,000	2023
4	Re-building/replacing secondary digester #6 floating cover.	300,000	2019
5	Install variable speed drives and automated control for the Indiana St. Lift Station	250,000	2021
6	Install variable speed drives and motors on pumps #2, #3 and #4 at Kentucky Ave Lift Station	200,000	2022

5. Financial Management General Comments

ENERGY EFFICIENCY AND USE

6. Collection System

6.1 Energy Usage

6.1.1 Enter the monthly energy usage from the different energy sources:

COLLECTION SYSTEM PUMPAGE: Total Power Consumed

Number of Municipally Owned Pump/Lift Stations:

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	Electricity Consumed (kWh)	Natural Gas Consumed (therms)
January	49,459	254
February	39,561	246
March	64,012	161
April	58,850	99
May	46,707	30
June	46,725	4
July	53,301	1
August	61,454	0
September	47,280	0
October	27,658	0
November	34,906	1
December	33,480	78
Total	563,393	874
Average	46,949	97

6.1.2 Comments:

6.2 Energy Related Processes and Equipment

6.2.1 Indicate equipment and practices utilized at your pump/lift stations (Check all that apply):

- Comminution or Screening
- Extended Shaft Pumps
- Flow Metering and Recording
- Pneumatic Pumping
- SCADA System
- Self-Priming Pumps
- Submersible Pumps
- Variable Speed Drives
- Other:

6.2.2 Comments:

6.3 Has an Energy Study been performed for your pump/lift stations?

- No
- Yes

Year:

By Whom:

Describe and Comment:

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6.4 Future Energy Related Equipment

6.4.1 What energy efficient equipment or practices do you have planned for the future for your pump/lift stations?

We have plans to update some of the lift station pumps with VFD's in the next 5 years.

7. Treatment Facility

7.1 Energy Usage

7.1.1 Enter the monthly energy usage from the different energy sources:

TREATMENT PLANT: Total Power Consumed/Month

	Electricity Consumed (kWh)	Total Influent Flow (MG)	Electricity Consumed/Flow (kWh/MG)	Total Influent BOD (1000 lbs)	Electricity Consumed/Total Influent BOD (kWh/1000lbs)	Natural Gas Consumed (therms)
January	647,072	341.71	1,894	386.97	1,672	14,607
February	591,320	318.09	1,859	409.95	1,442	7,714
March	717,232	478.46	1,499	396.15	1,811	6,058
April	675,540	499.05	1,354	352.74	1,915	2,265
May	721,425	415.39	1,737	374.76	1,925	9,693
June	738,078	351.56	2,099	404.91	1,823	2,563
July	643,792	311.03	2,070	413.70	1,556	913
August	751,502	304.97	2,464	405.70	1,852	1,281
September	614,052	249.50	2,461	346.95	1,770	1,875
October	499,995	265.89	1,880	328.66	1,521	7,224
November	475,644	239.67	1,985	345.09	1,378	9,094
December	517,456	232.64	2,224	382.42	1,353	1,576
Total	7,593,108	4,007.96		4,548.00		64,863
Average	632,759	334.00	1,961	379.00	1,668	5,405

7.1.2 Comments:

Electricity consumed includes the total amount of electricity consumed from both purchased and generated power. We have significantly reduced the amount of biogas generated as a result of suspending the acceptance of high strength waste to the anaerobic digestion process. The resulting reduction in biogas production has significantly curtailed the electrical generation by the micro turbine system.

7.2 Energy Related Processes and Equipment

7.2.1 Indicate equipment and practices utilized at your treatment facility (Check all that apply):

- Aerobic Digestion
- Anaerobic Digestion
- Biological Phosphorus Removal
- Coarse Bubble Diffusers
- Dissolved O2 Monitoring and Aeration Control
- Effluent Pumping
- Fine Bubble Diffusers
- Influent Pumping
- Mechanical Sludge Processing
- Nitrification

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- SCADA System
- UV Disinfection
- Variable Speed Drives
- Other:

7.2.2 Comments:

Effluent pumping for reuse within the treatment plant.

7.3 Future Energy Related Equipment

7.3.1 What energy efficient equipment or practices do you have planned for the future for your treatment facility?

We are installing a new smaller Raw Influent pump, are looking at reducing the number of anaerobic digesters in operation from three to two. We are planning to replace diffuser membranes and possibly modify the aeration systems to become more energy efficient within the next five years. We are also planning to enroll in the Strategic Energy Management Plan (SEM) through Focus on Energy during 2018, to help us identify opportunities for reducing energy usage.

8. Biogas Generation

8.1 Do you generate/produce biogas at your facility?

- No
- Yes

If Yes, how is the biogas used (Check all that apply):

- Flared Off
- Building Heat
- Process Heat
- Generate Electricity
- Other:

9. Energy Efficiency Study

9.1 Has an Energy Study been performed for your treatment facility?

- No
- Yes
- Entire facility

Year:

2005

By Whom:

Focus on Energy and Internal

Describe and Comment:

Previous study to assess baseline energy prior to plant efficiency upgrades and combined heat and power program.

- Part of the facility

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Year:	<input type="text"/>
By Whom:	<input type="text"/>
Describe and Comment:	<input type="text"/>

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

draft

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Sanitary Sewer Collection Systems

1. Capacity, Management, Operation, and Maintenance (CMOM) Program

1.1 Do you have a CMOM program that is being implemented?

- Yes
- No

If No, explain:

1.2 Do you have a CMOM program that contains all the applicable components and items according to Wisc. Adm Code NR 210.23 (4)?

- Yes
- No (30 points)
- N/A

If No or N/A, explain:

1.3 Does your CMOM program contain the following components and items? (check the components and items that apply)

- Goals [NR 210.23 (4)(a)]

Describe the major goals you had for your collection system last year:

Provide the proper resources for effective system management, operations and maintenance.

Improve sewer infrastructure through sewer replacement and sewer lining work.

Eliminate sanitary sewer overflows.

Did you accomplish them?

- Yes
- No

If No, explain:

- Organization [NR 210.23 (4) (b)]

Does this chapter of your CMOM include:

- Organizational structure and positions (eg. organizational chart and position descriptions)
- Internal and external lines of communication responsibilities
- Person(s) responsible for reporting overflow events to the department and the public

- Legal Authority [NR 210.23 (4) (c)]

What is the legally binding document that regulates the use of your sewer system?

City of Sheboygan's Sewer Use Ordinance

If you have a Sewer Use Ordinance or other similar document, when was it last reviewed and revised? (MM/DD/YYYY) 2016-12-05

Does your sewer use ordinance or other legally binding document address the following:

- Private property inflow and infiltration
 - New sewer and building sewer design, construction, installation, testing and inspection
 - Rehabilitated sewer and lift station installation, testing and inspection
 - Sewage flows satellite system and large private users are monitored and controlled, as necessary
 - Fat, oil and grease control
 - Enforcement procedures for sewer use non-compliance
- Operation and Maintenance [NR 210.23 (4) (d)]

Does your operation and maintenance program and equipment include the following:

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Equipment and replacement part inventories
 Up-to-date sewer system map
 A management system (computer database and/or file system) for collection system information for O&M activities, investigation and rehabilitation
 A description of routine operation and maintenance activities (see question 2 below)
 Capacity assessment program
 Basement back assessment and correction
 Regular O&M training
 Design and Performance Provisions [NR 210.23 (4) (e)]
 What standards and procedures are established for the design, construction, and inspection of the sewer collection system, including building sewers and interceptor sewers on private property?
 State Plumbing Code, DNR NR 110 Standards and/or local Municipal Code Requirements
 Construction, Inspection, and Testing
 Others:

Overflow Emergency Response Plan [NR 210.23 (4) (f)]
 Does your emergency response capability include:
 Responsible personnel communication procedures
 Response order, timing and clean-up
 Public notification protocols
 Training
 Emergency operation protocols and implementation procedures
 Annual Self-Auditing of your CMOM Program [NR 210.23 (5)]
 Special Studies Last Year (check only those that apply):
 Infiltration/Inflow (I/I) Analysis
 Sewer System Evaluation Survey (SSES)
 Sewer Evaluation and Capacity Management Plan (SECAP)
 Lift Station Evaluation Report
 Others:

0

2. Operation and Maintenance

2.1 Did your sanitary sewer collection system maintenance program include the following maintenance activities? Complete all that apply and indicate the amount maintained.

Cleaning	<input type="text" value="78"/>	% of system/year
Root removal	<input type="text" value="2"/>	% of system/year
Flow monitoring	<input type="text" value="75"/>	% of system/year
Smoke testing	<input type="text" value="0"/>	% of system/year
Sewer line televising	<input type="text" value="7.2"/>	% of system/year
Manhole inspections	<input type="text" value="70"/>	% of system/year
Lift station O&M	<input type="text" value="55"/>	# per L.S./year
Manhole rehabilitation	<input type="text" value="0.9"/>	% of manholes rehabbed
Mainline rehabilitation	<input type="text" value="1.4"/>	% of sewer lines rehabbed

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Private sewer Inspections % of system/year
 Private sewer I/I removal % of private services
 River or water crossings % of pipe crossings evaluated or maintained

Please include additional comments about your sanitary sewer collection system below:

3. Performance Indicators

3.1 Provide the following collection system and flow information for the past year.

40.89	Total actual amount of precipitation last year in inches
32	Annual average precipitation (for your location)
170	Miles of sanitary sewer
5	Number of lift stations
0	Number of lift station failures
0	Number of sewer pipe failures
5	Number of basement backup occurrences
66	Number of complaints
10.98	Average daily flow in MGD (if available)
16.64	Peak monthly flow in MGD (if available)
	Peak hourly flow in MGD (if available)

3.2 Performance ratios for the past year:

0.00	Lift station failures (failures/year)
0.00	Sewer pipe failures (pipe failures/sewer mile/yr)
0.00	Sanitary sewer overflows (number/sewer mile/yr)
0.03	Basement backups (number/sewer mile)
0.39	Complaints (number/sewer mile)
1.5	Peaking factor ratio (Peak Monthly:Annual Daily Avg)
0.0	Peaking factor ratio (Peak Hourly:Annual Daily Avg)

4. Overflows

LIST OF SANITARY SEWER (SSO) AND TREATMENT FACILITY (TFO) OVERFLOWS REPORTED **

Date	Location	Cause	Estimated Volume (MG)
------	----------	-------	-----------------------

None reported

** If there were any SSOs or TFOs that are not listed above, please contact the DNR and stop work on this section until corrected.

5. Infiltration / Inflow (I/I)

5.1 Was infiltration/inflow (I/I) significant in your community last year?

- Yes
- No

If Yes, please describe:

Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:
5/25/2018 2017

Increased flow due to infiltration and storm water can increase the flow to the WWTP by 2 to 3 times the average flow. During peak events, influent screening and grit removal may be bypassed for short periods of time.

5.2 Has infiltration/inflow and resultant high flows affected performance or created problems in your collection system, lift stations, or treatment plant at any time in the past year?

Yes

No

If Yes, please describe:

5.3 Explain any infiltration/inflow (I/I) changes this year from previous years:

Average flows to the plant remain consistent with previous years.

5.4 What is being done to address infiltration/inflow in your collection system?

The city continues to rehabilitate sewers and repair man holes each year, to improve the integrity of the sewer system.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

draft

Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:
5/25/2018 2017

Grading Summary

WPDES No: 0025411

SECTIONS	LETTER GRADE	GRADE POINTS	WEIGHTING FACTORS	SECTION POINTS
Influent	A	4	3	12
BOD/CBOD	A	4	10	40
TSS	A	4	5	20
Phosphorus	A	4	3	12
Biosolids	F	0	5	0
Staffing/PM	A	4	1	4
OpCert	A	4	1	4
Financial	A	4	1	4
Collection	A	4	3	12
TOTALS			32	108
GRADE POINT AVERAGE (GPA) = 3.38				

Notes:

- A = Voluntary Range (Response Optional)
- B = Voluntary Range (Response Optional)
- C = Recommendation Range (Response Required)
- D = Action Range (Response Required)
- F = Action Range (Response Required)

draft

Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:
5/25/2018 2017

Resolution or Owner's Statement

Name of Governing
Body or Owner:

Date of Resolution or
Action Taken:

Resolution Number:

Date of Submittal:

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO SPECIFIC CMAR SECTIONS (Optional for grade A or B. Required for grade C, D, or F):

Influent Flow and Loadings: Grade = A

Effluent Quality: BOD: Grade = A

Effluent Quality: TSS: Grade = A

Effluent Quality: Phosphorus: Grade = A

Biosolids Quality and Management: Grade = F

Staffing: Grade = A

Operator Certification: Grade = A

Financial Management: Grade = A

Collection Systems: Grade = A

(Regardless of grade, response required for Collection Systems if SSOs were reported)

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO THE OVERALL GRADE POINT AVERAGE AND ANY GENERAL COMMENTS

(Optional for G.P.A. greater than or equal to 3.00, required for G.P.A. less than 3.00)

G.P.A. = 3.38

VII

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

Your Committee to whom was referred, pursuant to R. O. No. 52-18-19 by the City Clerk, submitting license applications for the period ending December 31, 2018, June 30, 2019 and June 30, 2020; recommends granting the following licenses with various caveats:

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
1392	Suscha News, LLC	1117 N. 8 th Street
2389	The Epicure Lounge	1116 Michigan Avenue

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
2805	Blue Harbor	725 Blue Harbor Drive - One day event July 4, 2018 - To include current premise plus lawn outside north end of building (Peninsula Room).
2805	Blue Harbor	725 Blue Harbor Drive - One day event August 11, 2018 - To include current premise plus lawn outside north end of building (Peninsula Room).
3056	Gotta Getcha in Oasis	840 Wilson Avenue - One day event July 4, 2018 - Back of building on North side, parking lots to east, south and west.
3087	Santanas Place	1019 Erie Avenue - One day event to be held June 23, 2018 to include parking lot east of building (inside temporary tent).
3087	Santanas Place	1019 Erie Avenue - One day event to be held June 30, 2018 to include parking lot east of building (inside temporary tent).
1337	Sheboygan Elks Lodge #299	1943 Erie Avenue - One day event to be held June 23, 2018 - Outside portion of Elks property between east and west

Consent

parking lots and from the south side of the building extending to the property line of Georgia Pacific.

1337 Sheboygan Elks Lodge #299

1943 Erie Avenue - Three day event to be held August 17 through August 19, 2018 - 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.

1809 The Wharf

*733 Riverfront Drive - One day event to be held July 18, 2018 to include parking lot between Duke of Devon and The Wharf and boardwalk in front of same business.

1809 The Wharf

*733 Riverfront Drive - Two day event to be held August 11 and August 12, 2018 to include parking lot between Duke of Devon and The Wharf and boardwalk in front of same business.

3119 VibeZ Bar

2513 S. 8th Street - One day event to be held July 15, 2018 to include back of bar (west side) to the alley way.

3119 VibeZ Bar

2513 S. 8th Street - One day event to be held August 18, 2018 to include back of bar (west side) to the alley way.

***Contingent upon obtaining street festival permits.**

"CLASS B" BEER LICENSE (June 30, 2019) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2409	Americinn	3664 S. Taylor Drive
3184	Board & Brush Creative Studio	528 N. 8 th Street
2879	Charcoal Inn North	1637 Geele Avenue
2796	Charcoal Inn South	1313 S. 8 th Street
3094	Dicky's Barbecue Pit	2719 Calumet Drive
3129	Greece E Spoon	1217 N. 8 th Street
3135	New China Buffet	571 S. Taylor Drive
1809	The Wharf	733 Riverfront Drive

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
------------	-------------	----------------

1005 Al & Als Bar & Grill	1502 S. 12 th Street
2880 Anglers Avenue Pub & Grill	518 South Pier Drive
1936 Black Pig	821 N. 8 th Street
2805 Blue Harbor Resort I	725 Blue Harbor Drive
2762 Braveheart Pub I	2120 Calumet Drive
3146 Bumps Grill Tavern	1902 S. 12 th Street
1089 Daves Whos Inn	835 Indiana Avenue
2373 Duke of Devon, The	739 Riverfront Drive
1525 Fountain Park Lounge	922 N. 8 th Street
2487 Frankies Pub & Grill	2218 Indiana Avenue
3056 Gotta Getcha In Oasis	840 Wilson Avenue
3117 Harbor Lights IV	434 Pennsylvania Avenue
1734 Holiday Inn - Express	3823 Germaine Avenue
2849 Hops Haven	1327 N. 14 th Street
1926 Il Ritrovo	515 S. 8 th Street
2807 Knights of Columbus I	833 Center Avenue
1199 Lakeshore Lanes	2519 S. Business Drive
2911 Lakeshore Technical College	712 Riverfront Drive
3218 Lakeview Wine Bar	821 Broughton Drive
1795 Luigis Italian Restaurant	2910 Kohler Memorial Drive
2740 Mannings Irish Pub I	3015 N. 15 th Street
1217 Maple Lanes	3107 S. Business Drive
2301 Mojo	1235 Pennsylvania Avenue
2976 My Place Bar & Grill	1515 New Jersey Avenue
3066 N Z's Bar & Grill	1022 Michigan Avenue
1699 On the House	1153 High Avenue
3098 Pier 17	539 Riverfront Drive
1267 Poor Richards	1105 Geele Avenue
3001 Ranieri's Four of a Kind	811 Indiana Avenue
3087 Santanas Place	1019 Erie Avenue
1680 Scenic Bar LLC	1635 Indiana Avenue
3248 Seeboth Delicatessen	1501 S. 8 th Street
1337 Sheboygan Elks Lodge #299	1943 Erie Avenue
1229 Sheboygan Moose Lodge #438	1811 Georgia Avenue
1353 Sheboygan Yacht Club	214 Pennsylvania Avenue
3182 The Blue Lite I	1029 N. 8 th Street
1419 The Bunker	1138 Union Avenue
2207 The Silver Fern	2538 N.15 th Street
3183 Sprechers Restaurant & Pub	820 Indiana Avenue
2376 Swovys LLC	1645 S. 12 th Street
3178 Tasty Sheboygan	1423 Union Avenue
3069 Time and a Half	2518 N. 15 th Street
1411 Tommys Bar	2335 N. 15 th Street
1412 Trattoria Stefano	522 S. 8 th Street
2427 Urbane	1231 N. 8 th Street
2921 Walkabout, The	2401 Calumet Drive
2029 Weill Center	826 N. 8 th Street

CLASS "C" WINE LICENSE (June 30, 2019) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2409	Americinn	3664 S. Taylor Drive

3129 Greece E Spoon

1217 N. 8th Street

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2336	El Durango	1035 Indiana Avenue
3192	Harbor Centre Marina I	821 Broughton Drive
3170	Minit Mart #1	1508 S. 8 th Street
3174	Minit Mart #5	3626 S. Taylor Drive
2519	Northside Clark	2709 N. 15 th Street
2710	The Pig Stop II	2917 N. 15 th Street
1424	Walgreens #06097	3220 S. Business Drive
2088	Walgreens #6570	1029 N. 14 th Street
2601	Walgreens #12020	2702 Calumet Drive

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2423	Wal-Mart Supercenter #1276	3177 S. Taylor Drive

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2193	Allen, Alexis S.	1051 Lindent St. #109, Cleveland
2215	Becker, Kayla L.	2727 N. 12 th Street
7183	Bower, Ashley A.	426 Washington Court
2211	Demolli, Kristin A.	3906 N. 28 th Street
2235	Detienne, Reece A.	5626 Driftwood Lane
2205	Dumais, Kayla A.	1508 S. 13 th Street
8216	Haas, Brooks F.	704 Broughton Drive #4
2208	Henry, Ariann C.	709 N. 4 th Street
2220	Hilbert Megan L.	N4441 Vantreeck Trail, Sheboygan Falls
2221	Johnson, Ananomi I.	1543 S. 8 th Street
2197	Johnston, Benjamin N.	4443 Lilac Court Apt. W108
2226	Katona, Hannah E.	224 Birchtrees Avenue, Cedar Grove
2227	Kisvari, Gabriella V.	425 Grant Avenue
2207	Landgraf, Melissa R.	1122 S. 13 th Street
2232	Mcgoldrick, Daniel R.	1337 North Avenue
2209	Methfessel, Kevin M.	2210 Erie Avenue
2204	Rango, Rachel M.	1405 N. 11 th Street
2222	Reed, Chloe D.	103 Kay Avenue, Sheboygan Falls
2231	Scantlin, Larissa L.	926 Alabama Avenue
9690	Schlenther, Kris A.	920 Michigan Avenue Apt. C
2234	Stadler, Rachel R.	951 S. Maint Street, Cedar Grove
8977	Stephens, Kim M.	1326 S. 13 th Street
9070	Tahiri, Paula	3005 Whispering Winds Drive

2233 Walkner, Robert J.
2192 Walters, Kathleen L.
0532 Yonan, Trevor

1813 N. 9th Street
427 Huron Avenue #A
516 Ontario Avenue

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
9602	Abrashinsky, Jazzmin L.	1814 Cambridge Avenue
5930	Alten, Candace A.	301 Beechwood Street, Cleveland
0564	Atkinson, Wendy J.	1256 Kaufmann Avenue
7407	Baird, Jerry E. (Club)	557 Upper Road, Kohler
0522	Beaumont, Jacob M.	2319 Calumet Drive
5190	Beck, Kevin M.	531 S. 8 th Street Apt. 201
5274	Beltran, Terri L.	2826 Erie Avenue
9864	Boden, Dylan S.	3116 S. 20 th Street
5171	Bogenschuetz, Nathan L.	1021 Trienens Road, Plymouth
6709	Bonelli, Leo P.	2417 W. Koning Drive
1134	Brock, Joann M.	705 N. 38 th Street
4105	Brown, Jeffrey D.	5108 Evergreen Drive
1327	Castillo, Tera L.	1904 N. 6 th Street
0567	Clough, Christopher R.	621 Bell Avenue
1496	Colvin, Frank M.	1621 Kentucky Avenue
8459	Dekker, Jeremy J.	1703 Illinois Avenue
1131	Derrick, Danelle C.	1932 N. 10 th Street
2574	Dietz, Jean M.	721 Geele Avenue
5169	Drier, Lacey J.	2330 N. 15 th Street
6645	Eggen, Cheryl L.	2420 Elm Avenue
1352	Faucher, Staceyann	2242 Lake Aire Drive
5717	Felde, Trevor A.	1344 Geele Avenue
5291	Gatford, Barbie R.	2802 S. 18 th Street
5779	Gill, Stephanie L.	1639 N. 28 th Street
5285	Grub, Jason E.	1716 Wisconsin Avenue
5286	Grub, Timothy M.	2123 Carmen Avenue
6916	Gruenke, Rebecca M.	1412 Union Avenue
9904	Heitzmann, Mary A.	2206 Sunflower Avenue
1401	Hietala, Jason P.	914 Kentucky Avenue
6452	Hohmann, Luanne J.	1236 Eisner Avenue
1264	Holzer, Danielle M.	1109 Frost Road, Howards Grove
6042	Hurrie, Kathryn A.	5314 Bluebell Court
7409	Husa, Darrel F.	1934 N. 6 th Street
5696	Hutton, Charles F.	1149 High Avenue
3550	Jellish, James M. (Club)	N8160 Big Lake Lane, Sherwood
1356	Johannsen, Danielle F.	2031 New Jersey Avenue Apt. A
2073	Kapellen, Sandra J.	1633 Indiana Avenue
8194	Kever, Jennifer M.	708 Pine Street, Sheboygan Falls
9655	Kielbicki, Kim C.	2210 N. 26 th Street
1432	Klessig, Kurt R.	2206 Sunflower Avenue
3614	Koerner, Joseph A.	837 Leland Avenue
8875	Kramer, Renee A.	2526 Mandy Circle
5716	Kraus, Justine M.	1322 S. 7 th Street

7090 Kraus, Steven R.	1640 S. 17 th Street
1000 Kraus, Terrance J. (Club)	22 N. 9 th Street, Oostburg
5023 Krepsky, Jill M.	1318 N. 31 st Street
5924 Lehman, Tarrie L.	709 Spring Avenue
1475 Levy, Vanessa L.	905A Swift Avenue
7400 Macdonald, Jason T.	2431 N. 29 th Street
7941 Maurer, Dale L.	2917 S. 15 th Street
1393 Maurin, Trevor J.	1240 Meadowbrook Drive
2456 McDaniel, Michelle LD.	1419A S. 9 th Street
5354 McGeary, Scott A.	932 N. 37 th Street
1843 Menzer, Lee A.	633 N. 27 th Street
1421 Meyer, Jessica M.	3320 S. 11 th Place #8
1864 Meyer, Michael E.	2925 Lake Shore Drive
7140 Miller, Joan	1909 Mead Avenue
1406 Miller, Tara A.	1417 Eisner Avenue Apt. 2B
9799 Minglana, Fernando C.	1530 N. 9 th Street
0806 Mueller, Hope Ann	2105 S. 16 th Street
1913 Niesing, Mary M.	618 A. N. 9 th Street
5641 Norling, Matthew L.	930 N. 27 th Street
9552 O'Connor, Kaylee S.	1515 St. Clair Avenue
0739 Pantha, Bed P.	2420 S. 18 th Street #110
5729 Passmore, Michelle L.	819 Clara Avenue
4496 Pentek, Mary Jo	1720 Wilson Avenue
3359 Petermann, Richard J.	4408 White Oak Lane
3038 Phillips, Matthew D.	708 Pine Street, Sheboygan Falls
1246 Portschy, Tanner J.	1454 S. 13 th Street
8892 Querio, Elizabeth W.	430 Adams Street, Sheboygan Falls
6573 Repinski, Dale R.	3830 Koehn Avenue
0453 Riste, Stacy L.	3444 S. 17 th Street
9583 Roehrborn, Becky J.	2027 N. 7 th Street
8761 Ruge, Alan F. (Club)	1815 S. 19 th Street
2459 Rutherford, Pamela J.	W2111 Ourtown Road, Sheboygan Falls
0388 Schulak, Tara M.	2101 Wiemann Avenue
8267 Schulze, Amanda M.	1703 Illinois Avenue #105
9898 Seipel, Andrew W.	20 Winnebago Place
2136 Severance, Harold W.	2503 N. 26 th Street
4786 Sheraski, Robert F.	1410 N. 27 th Street
8541 Starr, Bradley	2322 S. 12 th Street
5572 Steindl, Jennifer L.	524 S. River Street
2736 Teetzen, Bradley R.	307 Riverhills Drive, Sheboygan Falls
8718 Theune, Kimberly A.	2710 Savannah Circle Apt. D
8024 Theune, Shawn L.	2227 N. 27 th Place
1632 Theobald, Erika M.	2315 N. 6 th Street
4801 Toston, Jolene L.	1903 Union Avenue
7784 Udovich, Ronda L.	1226 Main Avenue
8109 Waechter, Patti A.	3528 High Cliff Circle
5810 Wagner, Elizabeth A.	2116 Meadowland Drive #204
9846 Waraich, Celia M.	N6233 Woodland Road
9652 Whitaker, Casey A.	2211 Henry Street
2318 Winkel, Gregg S.	3219 Main Avenue
1902 Woelffer, Margo M.	85 Lincoln Avenue
7824 Woolwine, Eugene A.	W3562 Hidden Brook Rd, Sheboygan Falls

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
	2210 Emerson, Gloria J.	506 Oriole Lane

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. _____ - 18 - 19. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. June 18, 2018.

Your Committee to whom was referred R. O. No. 53-18-19 by the City Clerk, submitting license applications for the period ending June 30, 2018, June 30, 2019 and June 30, 2020; recommends granting the following licenses:

"CLASS B" BEER LICENSE (June 30, 2019) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2299	Chinatown Kitchen	1107 N. 8 th Street
3111	Glas - The Green Coffeehouse	924 N. 14 th Street
3034	Marc Cinemas	3226 Kohler Memorial Drive
3051	Mid-Lake Softball Org.	2213 New Jersey Avenue
3259	My Asian Restaurant	1307 Huron Avenue
3032	Nicky's Pizza I	1735 Calumet Drive
3018	Pho VN	2209 S. Business Drive
3261	Two Amigos Restaurant	1119 Michigan Avenue

"CLASS B" LIQUOR LICENSE (June 30, 2018) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3335	Mi Ranchito I	1235 Indiana Avenue

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2840	4 th Street Tap	520 N. 4 th Street
2982	Applebee's Neighborhood Grill	526 S. Taylor Drive
2717	Bar Code	1133 Michigan Avenue
3159	Big Mikes Sports Bar & Grill	911 Indiana Avenue
3044	Blondies Bar & Grill	1034 Michigan Avenue
2381	Bourbon Street Pub & Grill	1536 Indiana Avenue
3322	Indiana Joes LLC	933 Indiana Avenue
2726	John Michael Kohler Arts	608 New York Avenue
3271	Limelight Pub I	1702 S. 17 th Street
3335	Mi Ranchito I	1235 Indiana Avenue
2030	Rewind	1002 Michigan Avenue
1288	Riverview Club (Club)	626 N. 15 th Street
2135	Sandee's Cool Runnings	1202 Michigan Avenue
1286	Sheboygan Riverside Boat (Club)	1228A Wisconsin Avenue
2943	Superior Bar & Grill LLC	2607 Superior Avenue
3307	Umi Sushi & Steak House	519 N. 8 th Street
2774	Union Ave Tap	1401 Union Avenue
3119	Vibez Bar	2513 S. 8 th Street
2513	Vreekes Tavern I	935 Michigan Avenue
1764	Water Street Pub	931 N. 12 th Street

Consent

CLASS "C" WINE LICENSE (June 30, 2019) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3034	Marc Cinemas	3226 Kohler Memorial Drive
3259	My Asian Restaurant	1307 Huron Avenue
3018	Pho VN	2209 S. Business Drive

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
3287	Sheboygan Minimart LLC	1030 S. 14 th Street

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2929	Aldi #94	919 S. Taylor Drive

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2240	Herman, Jessica A.	502 Huron Street, Manitowoc
2243	Hupf, Scott P.	424 North Street, Kiel
8182	Johnson, Eric M.	1917 Saemann Avenue
9968	Migherea, Olga	25 South Street, Plymouth
2247	Papke, Destiny A.	3519 Saemann Avenue #5
5002	Shembeda, Linda L.	W4161 Main Road, Plymouth
2242	Stewart, Emily SL.	1535 N. 9 th Street

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
9563	Berger, Ruth E.	734 Dartmouth Drive, Sheboygan Falls
1114	Bower, Karen A.	N6508 W. CTY Road A, Greenbush
1180	Breitzman, Brittney D.	409 Vollrath Blvd.
7169	Dodge, Brianna L.	2413 N. 7 th Street
1194	Duby, Cherie L.	2404 N. 22 nd . Street
5305	Freriks, Scott A.	1130 Swift Avenue
1281	Henry, Jacob L.	1512 N. 25 th Street
1101	Lamkin, Luecenia B.	1537 N. 9 th Street
2871	Perronne, Daniel L.	W2799 CTY N., Sheboygan Falls
1079	Polasky, Anna M.	919 N. 5 th Street Apt. 37
4445	Rabideaux, Deana M.	2215 N. 29 th Street
1507	Regner, Justin J.	456 Clay Street, Kiel
2181	Snow, Theresa M.	934B Geele Avenue
8901	Strahl, Robin K.	W6687 County Road F, Cascade
1152	Woiak, Alexis E.	1222 Parkwood Blvd. #D
9726	Zastrow Jr., Michael L.	4227 Cty Road A
8170	Zenk, Travis A.	2123A S. 16 th Street

_____ Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

Other Matters

6.2

R. O. No. 53 - 18 - 19. By CITY CLERK. June 4, 2018.

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

City Clerk

"CLASS B" BEER LICENSE (June 30, 2019) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2299	Chinatown Kitchen	1107 N. 8 th Street
3111	Glas - The Green Coffeehouse	924 N. 14 th Street
3034	Marc Cinemas	3226 Kohler Memorial Drive
3051	Mid-Lake Softball Org.	2213 New Jersey Avenue
3259	My Asian Restaurant	1307 Huron Avenue
3032	Nicky's Pizza I	1735 Calumet Drive
3018	Pho VN	2209 S. Business Drive
3261	Two Amigos Restaurant	1119 Michigan Avenue

"CLASS B" LIQUOR LICENSE (June 30, 2018) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3335	Mi Ranchito I	1235 Indiana Avenue

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2840	4 th Street Tap	520 N. 4 th Street
2982	Applebee's Neighborhood Grill	526 S. Taylor Drive
2717	Bar Code	1133 Michigan Avenue
3159	Big Mikes Sports Bar & Grill	911 Indiana Avenue
3044	Blondies Bar & Grill	1034 Michigan Avenue
2381	Bourbon Street Pub & Grill	1536 Indiana Avenue
3322	Indiana Joes LLC	933 Indiana Avenue
2726	John Michael Kohler Arts	608 New York Avenue
3271	Limelight Pub I	1702 S. 17 th Street
3335	Mi Ranchito I	1235 Indiana Avenue
2030	Rewind	1002 Michigan Avenue
1288	Riverview Club (Club)	626 N. 15 th Street
2135	Sandee's Cool Runnings	1202 Michigan Avenue
1286	Sheboygan Riverside Boat (Club)	1228A Wisconsin Avenue
2943	Superior Bar & Grill LLC	2607 Superior Avenue
3307	Umi Sushi & Steak House	519 N. 8 th Street

RHS asfile

2774 Union Ave Tap	1401 Union Avenue
3119 Vibe Bar	2513 S. 8 th Street
2513 Vreekes Tavern I	935 Michigan Avenue
1764 Water Street Pub	931 N. 12 th Street

CLASS "C" WINE LICENSE (June 30, 2019) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3034	Marc Cinemas	3226 Kohler Memorial Drive
3259	My Asian Restaurant	1307 Huron Avenue
3018	Pho VN	2209 S. Business Drive

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
3287	Sheboygan Minimart LLC	1030 S. 14 th Street

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2929	Aldi #94	919 S. Taylor Drive

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2240	Herman, Jessica A.	502 Huron Street, Manitowoc
2243	Hupf, Scott P.	424 North Street, Kiel
8182	Johnson, Eric M.	1917 Saemann Avenue
9968	Migherea, Olga	25 South Street, Plymouth
2247	Papke, Destiny A.	3519 Saemann Avenue #5
5002	Shembeda, Linda L.	W4161 Main Road, Plymouth
2242	Stewart, Emily SL.	1535 N. 9 th Street

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
9563	Berger, Ruth E.	734 Dartmouth Drive, Sheboygan Falls
1114	Bower, Karen A.	N6508 W. CTY Road A, Greenbush
1180	Breitzman, Brittney D.	409 Vollrath Blvd.
7169	Dodge, Brianna L.	2413 N. 7 th Street
1194	Duby, Cherie L.	2404 N. 22 nd . Street
5305	Freriks, Scott A.	1130 Swift Avenue
1281	Henry, Jacob L.	1512 N. 25 th Street
1101	Lamkin, Luecenia B.	1537 N. 9 th Street
2871	Perronne, Daniel L.	W2799 CTY N., Sheboygan Falls
1079	Polasky, Anna M.	919 N. 5 th Street Apt. 37
4445	Rabideaux, Deana M.	2215 N. 29 th Street

1507 Regner, Justin J.
2181 Snow, Theresa M.
8901 Strahl, Robin K.
1152 Woiak, Alexis E.
9726 Zastrow Jr., Michael L.
8170 Zenk, Travis A.

456 Clay Street, Kiel
934B Geele Avenue
W6687 County Road F, Cascade
1222 Parkwood Blvd. #D
4227 Cty Road A
2123A S. 16th Street

VIII

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

Your Committee to whom was referred Res. No. 22-18-19 by Alderperson Rindfleisch authorizing the Purchasing Agent to enter into contract for the complete replacement of the Mead Public Library roof top cooling towers and associated controls; recommends passing the Resolution.

Consent

_____ Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

4.2

Res. No. 22 - 18 - 19. By Alderperson Rindfleisch. May 21, 2018.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the complete replacement of the Mead Public Library roof top cooling towers and associated controls.

WHEREAS; The Mead Public Library has been working on the upgrade and replacement of all major Heating Ventilation and Air Conditioning (HVAC) systems for the past several years. Included in the 2018 Capital Improvements budget was the replacement of the two roof-top cooling towers and;

WHEREAS; The Purchasing Agent issued a Request for Bids for the work and has received bids from three licensed and qualified contractors to provide the services and has, with the assistance of the Engineering firm determined that the low bid meets all of the qualifications.

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with J & H Heating Inc. of Port Washington WI in the amount of \$98,800.00 for the replacement of the two cooling towers and related controls with the project to commence immediately following the summer air-conditioning season and complete prior to year-end.

BE IT FURTHER RESOLVED: That the Purchasing Agent is hereby authorized to draw orders on Capital Improvements Account # 47751100-621200 in payment of same.

Finance Personnel

Ronald 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

VIII

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

Your Committee to whom was referred Res. No. 38-18-19 by Alderperson Donohue authorizing the Sheboygan Police Department to engage in fundraising activities and accept donations to support the K-9 (canine) Corps.; recommends passing 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

A.5

Res. No. 38 - 18 - 19. By Alderperson Donohue. June 4, 2018.

A RESOLUTION authorizing the Sheboygan Police Department to engage in fundraising activities and accept donations to support the K-9 (canine) Corps.

WHEREAS, by resolution 377 - 88 - 89 the Common Council authorized the Sheboygan Police Department to establish the K-9 corps and to accept donations for purchasing the animal, providing for training expenses and other start-up costs; and

WHEREAS, the current K-9 Corps consists of two canines and K-9 Kramer was retired and passed away in December of 2017 and K-9 Bud is nearing retirement age; and

WHEREAS, the K-9 Corps continues to be a valuable resource for the City of Sheboygan and the estimated cost for acquisition of new animals, training costs and supplies including vehicles is \$ 150,000; and

WHEREAS, donations will be accepted by the Sheboygan Police Department from civic organizations, businesses and individuals and this funding will be designated for purchasing the animals, providing for training expenses, food, upkeep, medical care and other sundry expenses.

NOW, THEREFORE, BE IT RESOLVED: That the Sheboygan Police Department is hereby authorized to engage in fundraising activities and accept donations to maintain and support the ongoing operation of the K-9 Corps.

ALPS approve

By Eugene Donohue

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VIII

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

Your Committee to whom was referred Res. No. 40-18-19 by Alderpersons Rindfleisch and Bohren authorizing a transfer of appropriations in the 2018 Budget; recommends passing the amended 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

6.3

Res. No. 40 - 18 - 19. (as amended) By Alderpersons Rindfleisch and Bohren.
June 4, 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 purposes of:

Reduce appropriation for fire station renovations including in the bond issue.

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
Capital Improvement Fund G.O. Promissory Note 47715100-493502	Capital Improvement Fund Fire Station Renovations 47722100-621200	\$(250,863)

Reduce appropriation for park improvements for Evergreen Park Area two parking attributed to grant funds not received.

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
Capital Project Fund State Grant 40053000-434211	Capital Project Fund Improvements other than buildings 40053000-631100	\$(78,641)

III

Open Matters

6.3

Res. No. 40 - 18 - 19. By Alderpersons Rindfleisch and Bohren.
June 4, 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 purposes of:

Reduce appropriation for fire station renovations including in the bond issue.

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
Capital Improvement Fund	Capital Improvement Fund	
G.O. Promissory Note	Fire Station Renovations	
47715100-493502	47722100-621200	\$(250,863)

Reduce appropriation for park improvements for Evergreen Park Area two parking attributed to grant funds not received.

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
Capital Project Fund	Capital Project Fund	
State Grant	Improvements other than buildings	
40053000-434211	40053000-631100	\$(78,641)

Finance Personnel

Reduce appropriation for park improvements for Evergreen Park shelter attributed to grant funds not received.

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
Capital Project Fund State Grant 40053000-434211	Capital Project Fund Building Improvements 40053000-621200	\$ (25,000)

Ronald Ruffin

James A. Bohrer

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

Res. No. 40 - 18 - 19. By Alderperson Rindfleisch and Bohren.
June 4, 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 purposes of:

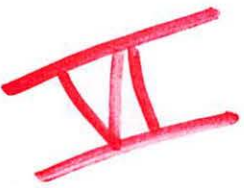
Reduce appropriation for fire station renovations including in the bond issue.

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
Capital Project Fund	Capital Project Fund	
G.O. Promissory Note	Fire Station Renovations	
47715100-493502	47722100-621200	\$(250,863)

Reduce appropriation for park improvements for Evergreen Park Area two parking attributed to grant funds not received.

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
Capital Project Fund	Capital Project Fund	
State Grant	Improvements other than buildings	
40053000-434211	40053000-631100	\$(78,641)

*Finance Personnel
approve as
amended*



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

Your Committee to whom was referred the below listed claims, hereby reports as follows, pursuant to Res. No. 64-17-18:

1. R. C. No. 280-17-18 by Finance and Personnel Committee and R. C. No. 411-16-17 by Finance and R. O. No. 13-16-17 by City Clerk submitting a Notice of Injury & Circumstances of Claim to City of Sheboygan, Sheboygan Area School District and Randie Barrows;
2. R. C. No. 302-17-18 by Finance and Personnel Committee and R. O. No. 313-17-18 by City Clerk submitting a claim from Anthony J. Welsch for alleged damages caused by a snowplow when it hit his vehicle parked in front of 1537 Blocki Court;
3. R. C. No. 297-17-18 by Finance and Personnel Committee and R. O. No. 302-17-18 by City Clerk submitting a claim from James Wiroll for alleged damages to the driver side mirror of his parked vehicle by a snow plow.

All R. O. 's have been reviewed by staff with the recommendation to file all claims.

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

IV

5.27

R. C. No. 302 - 17 - 18. By FINANCE AND PERSONNEL COMMITTEE.
April 4, 2018.

Your Committee to whom was referred R. O. No. 313-17-18 by City Clerk submitting a claim from Anthony J. Welsch for alleged damages caused by a snowplow when it hit his vehicle parked in front of 1537 Blocki Court; recommends referring to Finance and Personnel Committee of the new council.

*Finance + Personnel
2018/2019
file*

James C 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

II

5.4

R. O. No. 313 - 17 - 18. By CITY CLERK. March 19, 2018.

Submitting a claim from Anthony J. Welsch for alleged damages caused by a snowplow when it hit his vehicle parked in front of 1537 Blocki Court.

*Finance
+
Personnel
of new council*

CITY CLERK

DATE RECEIVED 3/8/18

RECEIVED BY JW

CLAIM NO. 40-17

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

- 1. Notice of death, injury to persons or to property must be filed not later than 120 days after the occurrence.
- 2. Attach and sign additional supportive sheets, if necessary.
- 3. This notice form must be signed and filed with the Office of the City Clerk.

4. TWO ESTIMATES MUST BE ATTACHED IF YOU ARE CLAIMING DAMAGE TO A VEHICLE.

- 1. Name of Claimant: Anthony J. Welsch
- 2. Home address of Claimant: 1537 Blocki Ct
- 3. Home phone number: 920-912-7477
- 4. Business address and phone number of Claimant: _____

5. When did damage or injury occur? (date, time of day) 12/16/17 12:00pm-12:30pm

6. Where did damage or injury occur? (give full description) City plow hit our parked 2012 Chevy Traverse in front of our house at 1537 Blocki Ct.

7. How did damage or injury occur? (give full description) Officer said plows shovel side shifted into ~~our~~ our vehicle, causing damages.

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: _____

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

CITY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

STATEMENT OF WORK

This contract is made this 10th day of October 1968 between the City of Los Angeles and the undersigned contractor for the purpose of providing the following work:

1. THE WORK TO BE PERFORMED UNDER THIS CONTRACT IS AS FOLLOWS:

1. The contractor shall provide all materials, labor, and equipment necessary for the completion of the work.

2. The contractor shall be responsible for obtaining all necessary permits and licenses.

3. The contractor shall complete the work within the time specified in the contract.

4. The contractor shall be responsible for the safety of all workers and the public.

5. The contractor shall be responsible for the maintenance of all equipment and materials.

6. The contractor shall be responsible for the disposal of all waste materials.

7. The contractor shall be responsible for the payment of all taxes and fees.

8. The contractor shall be responsible for the completion of all required reports.

9. The contractor shall be responsible for the maintenance of all records.

10. The contractor shall be responsible for the completion of all other work as directed by the City.

11. The contractor shall be responsible for the completion of all other work as directed by the City.

12. The contractor shall be responsible for the completion of all other work as directed by the City.

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

No Injuries. Driver side/rear door damaged, 2 estimates attached.

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

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

Auto: \$ _____

Property: \$ _____

Personal injury: \$ _____

Other: (Specify below) \$ _____

TOTAL \$ 1,473.11

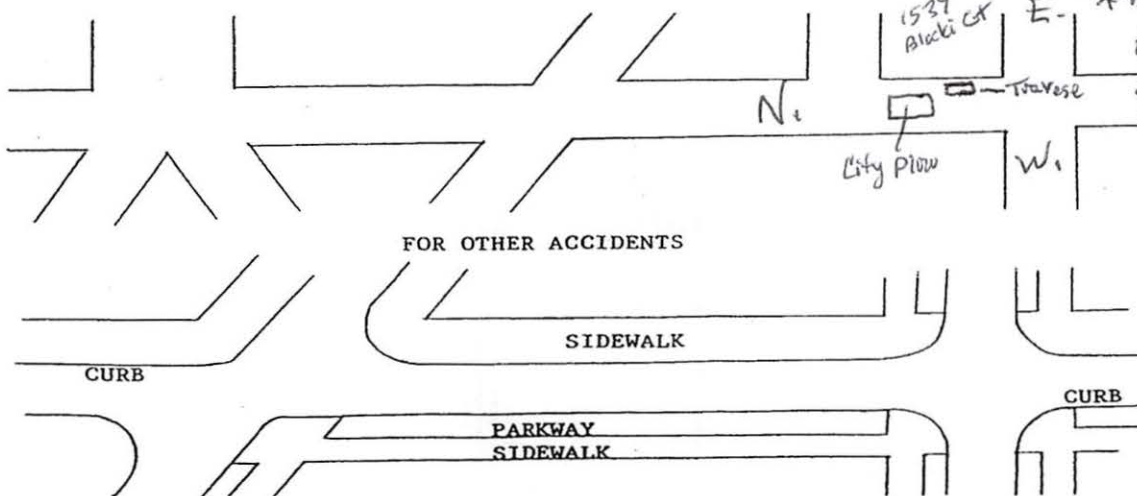
Damaged vehicle (if applicable)

Make: Chevy Model: Traverse Year: 2012 Mileage: 129,000

Names and addresses of witnesses, doctors and hospitals: Wife Rebecca J. Welsh

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 Anthony J. Welsh DATE 3/8/18

CLAIM NO. 40-17

CLAIM

Claimant's Name: Anthony J. Welsch
Claimant's Address: 1537 Blaski Ct
Sheboygan, WI 53081
Claimant's Phone No. _____

Auto \$ _____
Property \$ _____
Personal Injury \$ _____
Other (Specify below) \$ _____
TOTAL \$ 1,473.11

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 \$ 1,473.11.

SIGNED Anthony J. Welsch DATE: 3/8/16
ADDRESS: 1537 Blaski Ct
Sheboygan, WI 53081

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

DEAN'S AUTO BODY INC
1407 N. 29TH STREET
SHEBOYGAN, WI 53081
OFFICE: 920-457-5494 FAX: 920-457-6495
"DEAN'S HAS THE MEANS FOR ALL YOUR AUTO NEEDS"

*** PRELIMINARY ESTIMATE ***

01/22/2018 11:32 AM

Owner

Owner: Anthony Welsch
Address: 1537 Blocki Ct
City State Zip: Sheboygan, WI 53081
Email: native384@gmail.com
Home/Day: (920)912-7477
Home/Evening: (920)917-7533xRebecca
FAX:

Inspection

Inspection Date: 01/23/2018 05:54 AM
Driveable: Yes
Inspection Type: Drive In
Rental Assisted:
Appraiser Name: PHIL BLACK
Appraiser License # :

Repairer

Repairer: Dean's Auto Body
Address: 1407 North 29th St
City State Zip: Sheboygan, WI 53081
Contact: Phil Black
Work/Day: (920)457-5494
FAX: (920)457-6495

Target Complete Date/Time:

Days To Repair: 5*

Remarks

*** Original Estimate ***

WAS UNABLE TO OPEN DOOR AT TIME OF ESTIMATE . EXTRA TIME TO GAIN ACCESS TO
GET DOOR OPEN & PARTS INSIDE DOOR WILL BE ADD ONCE WE START REPAIRS.

RENTAL VEHICLE WILL BE NEEDED AT TIME OF REPAIRS*

Vehicle

OEM Part Price Quote ID: 27618492

2012 Chevrolet Traverse 1LT 4 DR Wagon
6cyl Gasoline 3.6
6-Speed Automatic

Lic.Plate: 284-YPK
Lic Expire:
Prod Date: 09/2011
Veh Insp# :
Condition:
Ext. Color: CARBON FLASH MET
Ext. Refinish: Two-Stage
Ext. Paint Code: 501Q,58
Lic State: WI
VIN: 1GNKVGED9CJ163329
Mileage: 128,712
Mileage Type: Actual
Code: U6764B
Int. Color:
Int. Refinish: Two-Stage
Int. Trim Code:

Options

2nd Row Head Airbags

3rd Row Head Airbags

4-Wheel Drive

8 Passenger Seating	AM/FM CD Player	Alarm System
Aluminum/Alloy Wheels	Anti-Lock Brakes	Auto Headlamp Control
Bodyside Cladding	Bucket Seats	Center Console
Cruise Control	Daytime Running Lights	Dual Air Conditioning
Dual Airbags	Emergency S.O.S. System	Floor Mats
Halogen Headlights	Head Airbags	Heated Power Mirrors
Illuminated Visor Mirror	Intermittent Wipers	Keyless Entry System
Leather Steering Wheel	Lighted Entry System	MP3 Decoder
Mud/Splash Guards	Power Brakes	Power Door Locks
Power Drivers Seat	Power Steering	Power Windows
Pwr Driver Lumbar Supp	Rear Spoiler	Rear Window Defroster
Rear Window Wiper/Washer	Reclining Seats	Reverse Sensing System
Roof/Luggage Rack	Side Airbags	Split Folding Rear Seat
Stability Cntrl Suspensn	Strg Wheel Radio Control	Tachometer
Theft Deterrent System	Third Seat (trucks)	Tilt & Telescopic Steer
Tinted Glass	Tire Pressure Monitor	Traction Control System
Trip Computer	Velour/Cloth Seats	

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
Stripes And Mouldings										
1	I	131		Mldg,Rear Door Side L/R	Sublet Repair	\$5.00*			0.3*	SM
				>> >>Clean & Retape						
2	RI	131		Mldg,Rear Door Side L/R	R & I Assembly				0.1	SM
Rear Doors										
3	I	289		Pnl,Rear Door Outer LT	Repair				5.0*	SM
4	L	289		Pnl,Rear Door Outer LT	Refinish				2.5	RF
					2.1 Surface					
					0.4 Two-stage					
5	RI	307		Mldg,Rear Door Belt L/R	R & I Assembly				0.2	SM
6	E	329		Cover,Rr Door Handle LT	15895670 GM Part	\$44.73			0.1	SM
7	RI	309		Pnl,Inner Door Trim LT	R & I Assembly				INC	SM
8	E	261		Supt,Rr Door Handle LT	20910589 GM Part	\$45.30			0.3	SM
9	E	399		Handle,Rr Door Outer LT	22867272 GM Part	\$67.08			0.2	SM
Quarter And Rocker Panel										
10	L	256	10	Panel,Bodyside Otr Up LT	Refinish				0.3*	RF
					0.3 Two-stage					
				>> >>Clear Coat						
11	BR	38	13	Panel,Quarter LT	Blend Refinish				2.3	RF
					1.1 Blend					
					0.6 Two-stage setup					
					0.6 Two-stage					
12	SB	21		Glass,Quarter Shaded LT	Sublet Repair	\$118.00*				SM
				>> >>R&I Glass & Seal Kit						
Rear Bumper										
13	N	594		Rear Bumper Cover R&I	Additional Labor				1.9	SM
Rear Body, Lamps And Floor Pan										
14	RI	1166		Cover,Taillamp Access LT	R & I Assembly					SM
15	RI	533		Taillamp Assembly LT	R & I Assembly				0.3	SM
Manual Entries										
16	L	M14		Corrosion Protection	Refinish				0.2*	RF
17	EC			Cover car exterior	Replace Economy	\$5.00*			0.2*	SM

18	N	De-Nib and polish	Additional Labor		0.5*	SM*
19	N	Hazad, waste	Additional Labor	\$5.00*		SM
20	L	Feather,Prime,Block	Refinish		0.5*	RF*
21	EC	Cavity Wax	Replace Economy	\$10.00*	0.2*	SM*
22	P	Rental Needed	Check			SM*
		>> >>Vehicle Rental needed at time of repairs.				
23	P	Open Item's	Check			SM*
		>> >>Inner door Parts & Gaining Access to Get Door Open.				
		>> {Open Till Time Of Repairs}				

23 Items

MC	Message
10	INCLUDES AUDATEX TIME TO CLEAR ENTIRE PANEL
13	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

Estimate Total & Entries

Gross Parts		\$157.11
Other Parts		\$20.00
Paint & Materials	5.8 Hours @ \$38.00	\$220.40
Parts & Material Total		\$397.51
Tax on Parts & Material	@ 5.500%	\$21.86

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	\$58.00	1.6	7.7	9.3	\$539.40
Mech/Elec (ME)	\$75.00				
Frame (FR)	\$70.00				
Refinish (RF)	\$58.00	5.8		5.8	\$336.40
Labor Total				15.1 Hours	\$875.80
Tax on Labor		@ 5.500%			\$48.17
Sublet Repairs					\$123.00
Tax on Sublet		@ 5.500%			\$6.77
Gross Total					\$1,473.11
Net Total					\$1,473.11

Alternate Parts Y/00/00/00/00/00 CUM 00/00/00/00/00 Zip Code: 53081 Default
 OEM Part Prices DT 01/23/2018 05:56 AM EstimateID 385036188773302272 QuoteID 27618492
 Rate Name Default

Audatex Estimating 8.0.134 ES 01/23/2018 06:15 AM REL 8.0.134 DT 01/01/2018 DB 01/15/2018
 © 2018 Audatex North America, Inc.

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

MOTOR VEHICLE REPAIR PRACTICES ARE REGULATED BY CHAPTER ATCP 132, WIS.ADM.
 CODE, ADMINISTERED BY THE BUREAU OF CONSUMER PROTECTION, WISCONSIN
 DEPT. OF AGRICULTURE, TRADE AND CONSUMER PROTECTION, P.O. BOX 8911,
 MADISON, WISCONSIN 53708-8911.

THIS ESTIMATE IS BASED ON OUR INSPECTION AND DOES NOT COVER ADDITIONAL PARTS OR LABOR THAT MAY BE REQUIRED AFTER THE WORK HAS BEEN STARTED. OCCASIONALLY, WORN OR DAMAGED PARTS ARE DISCOVERED THAT WERE NOT EVIDENT ON THE FIRST INSPECTION. THEREFORE, THE ABOVE PRICED ARE NOT GUARANTEED. PARTS PRICES SUBJECTED TO CHANGE DUE TO MANUFACTURER'S PRICE INCREASES.

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/Rebtl
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



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ROBERT RUSCH, INC.
1129 INDIANA AVENUE
SHEBOYGAN, WI. 53081
OFFICE:(920) 452-8681 FAX:(920) 452-8733

*** PRELIMINARY ESTIMATE ***

01/22/2018 02:34 PM

Owner

Owner: ANTHONY WELSCH
Address:
Email: native384@gmail.com

Work/Day: (920)912-7477

Inspection

Inspection Date: 01/22/2018 02:38 PM

Inspection Type:

Repairer

Repairer: Robert Rusch Inc.
Address: 1129 Indiana Ave.
City State Zip: Sheboygan, WI 53081
Email: doldenburg@robertruschinc.com

Contact: David Oldenburg
Work/Day: (920)452-8681
FAX: (920)452-8733

Target Complete Date/Time:

Days To Repair: 5

Vehicle

OEM Part Price Quote ID: ****

2012 Chevrolet Traverse 1LT 4 DR Wagon
6cyl Gasoline 3.6
6-Speed Automatic

Lic.Plates: 284-YPK
Lic Expire:
Prod Date:
Veh Insp# :
Condition:
Ext. Color: CHARCOAL MET
Ext. Refinish: Two-Stage

Lic State: WI
VIN: 1GNKVGED9CJ163329
Mileage: 128,719
Mileage Type: Actual
Code: U6764B
Int. Color:
Int. Refinish: Two-Stage

Options

2nd Row Head Airbags
8 Passenger Seating
Aluminum/Alloy Wheels
Bodyside Cladding
Cruise Control
Dual Airbags
Halogen Headlights
Illuminated Visor Mirror
Leather Steering Wheel
Mud/Splash Guards
Power Drivers Seat
Pwr Driver Lumbar Supp
Rear Window Wiper/Washer
Roof/Luggage Rack

3rd Row Head Airbags
AM/FM CD Player
Anti-Lock Brakes
Bucket Seats
Daytime Running Lights
Emergency S.O.S. System
Head Airbags
Intermittent Wipers
Lighted Entry System
Power Brakes
Power Steering
Rear Spoiler
Reclining Seats
Side Airbags

4-Wheel Drive
Alarm System
Auto Headlamp Control
Center Console
Dual Air Conditioning
Floor Mats
Heated Power Mirrors
Keyless Entry System
MP3 Decoder
Power Door Locks
Power Windows
Rear Window Defroster
Reverse Sensing System
Split Folding Rear Seat

Sheet Metal (SM)	\$58.00	5.0	3.0	8.0	\$464.00	
Mech/Elec (ME)	\$78.00					
Frame (FR)	\$68.00					
Refinish (RF)	\$58.00	6.0		6.0	\$348.00	
Labor Total				14.0 Hours		\$812.00
Tax on Labor		@ 5.500%			\$44.66	
Sublet Repairs					\$3.00	
Tax on Sublet		@ 5.500%			\$0.17	
Gross Total						\$1,197.51
Net Total						\$1,197.51

Alternate Parts Y/00/00/00/00 CUM 00/00/00/00/00 Zip Code: 53081 Audatex Host
 OEM Part Prices DT 01/22/2018 02:34 PM EstimateID 384804201953288192 QuoteID ****
 Rate Name Default

Audatex Estimating 8.0.414 ES 01/22/2018 02:48 PM REL 8.0.414 DT 01/01/2018 DB 01/15/2018
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1.9 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.

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 |



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Stability Cntrl Suspens	Strg Wheel Radio Control	Tachometer
Theft Deterrent System	Third Seat (trucks)	Tilt & Telescopic Steer
Tinted Glass	Tire Pressure Monitor	Traction Control System
Trip Computer	Velour/Cloth Seats	

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ% B%	Hours	R
Stripes And Mouldings									
1	RI	107		Mldg,Rocker Panel LT	R & I Assembly			0.5	SM
2	RI	359		Mldg,Rear Door Lower L/F	R & I Assembly			0.3	SM
Rear Doors									
3	I	287		Door Shell,Rear LT	Repair			3.0*	SM
4	L	287		Door Shell,Rear LT	Refinish			2.5	RF
					2.1 Surface				
					0.4 Two-stage				
5	E	399		Handle,Rr Door Outer LT	22867272 GM Part	\$67.08		0.3	SM
				>> OPEN FOR INNER DAMAGE					
Quarter And Rocker Panel									
6	BR	256		Panel,Bodyside Otr Upr LT	Blend Refinish			1.0	RF
					0.7 Blend				
					0.3 Two-stage				
7	BR	38	13	Panel,Quarter LT	Blend Refinish			2.3	RF
					1.1 Blend				
					0.6 Two-stage setup				
					0.6 Two-stage				
8	RI	21		Qtr Glass R & I LT	R & I Assembly			1.7	SM
9	EC	411		Sealant Kit,Qtr Glass LT	Replace Economy	\$25.00*		0.0*	SM
Rear Bumper									
10	RI	570		Extn,Rr Bumper Outer LT	R & I Assembly			1.9	SM
Rear Body, Lamps And Floor Pan									
11	RI	533		Taillamp Assembly LT	R & I Assembly			0.3	SM
Manual Entries									
12	SB			HAZARD. WSTE. REM.	Sublet Repair	\$3.00*			SM
13	L			CORROSION PROTECTION	Refinish			0.2*	RF
14	E			CAR RENTAL NOTICE	Replace OEM	\$0.00*			SM*
				>> CUSTOMER WILL NEED A RENTAL CAR FOR 3-4 DAYS					
14	Items								
			MC	Message					
			13	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE					

Estimate Total & Entries

Gross Parts	\$67.08
Other Parts	\$25.00
Paint & Materials	6.0 Hours @ \$38.00
Parts & Material Total	\$228.00
Tax on Parts & Material	@ 5.50%
	\$320.08
	\$17.60

Labor	Rate	Replace	Repair Hrs	Total Hrs
			Hrs	

VI

5.4

R. C. No. 280 - 17 - 18. By FINANCE AND PERSONNEL COMMITTEE.
April 4, 2018.

Your Committee to whom was referred R. C. No. 411-16-17 by Finance and R. O. No. 13-16-17 by City Clerk submitting a Notice of Injury & Circumstances of Claim to City of Sheboygan, Sheboygan Area School District and Randie Barrows; recommends referring to Finance and Personnel Committee of the new council.

*Finance + Personnel
2018-2019
file*

James A. Bohre
[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

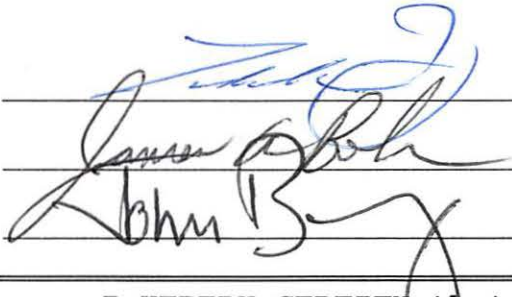
VI

5.2

R. C. No. 411 - 16 - 17. By FINANCE. April 17, 2017.

Your Committee to whom was referred R.O. No. 13-16-17 by City Clerk submitting a Notice of Injury & Circumstances of Claim to City of Sheboygan, Sheboygan Area School District and Randie Barrows; recommends referring to Finance of the new council.

*Finance of
new Council
2018 - Finance + Personnel
new Council*



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

4.8

R. O. No. 13 - 16 - 17. By CITY CLERK. May 2, 2016.

Submitting a Notice of Injury & Circumstances of Claim to City of Sheboygan, Sheboygan Area School District and Randie Barrows.

Finance

City Clerk

APR 28 '16 PM 2:55

Claim # 28-15

**NOTICE OF INJURY & CIRCUMSTANCES OF CLAIM
WIS. STAT. § 893.80 (1d) (a)**

TO: CITY OF SHEBOYGAN
C/o City Clerk
828 Center Avenue, Suite 100
Sheboygan, WI 53081

SHEBOYGAN AREA SCHOOL DISTRICT
C/o DAVID GALLIANETTI, Board President
830 Virginia Avenue
Sheboygan, WI 53081

RANDIE BARROWS
3517 North 6th Street
Sheboygan, WI 53081

PLEASE TAKE NOTICE that on January 14, 2016, at about 9:00 am, Carlos Medina-Fonseca, a minor living with his father at 517 North 15th Street, Sheboygan, WI 53081, was involved in a motor vehicle collision on North 14th Street near the intersection with Pennsylvania Avenue in Sheboygan, WI, all of which is described more fully in detail below.

PLEASE TAKE FURTHER NOTICE that as a proximate result of said incident, Carlos Medina-Fonseca sustained personal injuries which necessitated medical care and attention; furthermore, these injuries may be permanent in nature.

Liability for the injuries is claimed as follows:

The City of Sheboygan, Sheboygan Area School District, on account of its liability for the acts of its agents and/or

employees, and particularly Randie Barrows, who was acting within the scope of his employment at the time of said accident.


At said time and place, Randie Barrows was driving a motor vehicle owned by Sheboygan Area School District. Randie Barrows was eastbound attempting to exit an alley to cross North 14th Street when he collided with the motor vehicle being driven by April Lloyd. As result of this collision, Carlos Medina-Fonseca was injured, causing him to sustain personal injuries, which necessitated medical care and attention.

The said collision was caused by the negligence of the Sheboygan Area School District and the City of Sheboygan, on account of its employee, Randie Barrows, for negligently operating said motor vehicle at and immediately prior to the time of said accident.

Said employee, Randie Barrows, failed to maintain control of the motor vehicle, failed to yield at an intersection, failed to keep a proper lookout, failed to stop to avoid a collision, and drove inattentively at and immediately prior to the time of said collision.

As a proximate result of the above-described negligence, Carlos Medina-Fonseca sustained personal injuries to his lower and mid back, and head, causing him to incur medical bills and expenses, as well as future expenses, and pain and suffering.

DATED at Milwaukee, Wisconsin this 18 day of April, 2016.

BY: 
JOHN F. MCNALLY
SBW#: 01013701
Attorney for Claimant

P.O. ADDRESS:

633 West Wisconsin Avenue
Suite 2000
Milwaukee, WI 53203
414 271-5300

All responsive pleadings, answers, or denial of claim regarding the above captioned action should be served upon the law firm of Hausmann-McNally, S.C. on behalf of the claimant, Carlos Medina-Fonseca, at 633 West Wisconsin Avenue, Suite 2000, Milwaukee, WI 53203. (414) 271-5300.

Duty served this 20 day of April 2016
at 1:35 AM, PM ON M.D.
as personal or substituted service
at City Clerks Sheb.
(Street address or location) (City, Town, Village)
Sheboygan County, Wisconsin
by Knitt Title Deputy
Sheboygan County Sheriff's Department

VI

5.22

R. C. No. 297 - 17 - 18. By FINANCE AND PERSONNEL COMMITTEE.
April 4, 2018.

Your Committee to whom was referred R. O. No. 302-17-18 by City Clerk submitting a claim from James Wiroll for alleged damages to the driver side mirror of his parked vehicle by a snow plow; recommends referring to Finance and Personnel Committee of the new council.

*Finance + Personnel
2018/2019
file*

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

II

4.4

R. O. No. 302 17 - 18. By CITY CLERK. March 5, 2018.

Submitting a claim from James Wiroll for alleged damages to the driver side mirror of his parked vehicle by a snow plow.

~~Finance~~
Personnel
finance + personnel
of new council.

CITY CLERK

DATE RECEIVED 2-26-18

RECEIVED BY MKC
FEB 26 '18 PM 1:22

CLAIM NO. 34-17

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

- 1. Notice of death, injury to persons or to property must be filed not later than 120 days after the occurrence.
- 2. Attach and sign additional supportive sheets, if necessary.
- 3. This notice form must be signed and filed with the Office of the City Clerk.

4. TWO ESTIMATES MUST BE ATTACHED IF YOU ARE CLAIMING DAMAGE TO A VEHICLE.

- 1. Name of Claimant: James Wiroff
- 2. Home address of Claimant: 103 Lake CT. Sheboygan WI
- 3. Home phone number: (920) 918 8699
- 4. Business address and phone number of Claimant: N/A

5. When did damage or injury occur? (date, time of day) 2-9-18 5:04 pm

6. Where did damage or injury occur? (give full description) ON LAKE CT 55 FT west of N 1st street City of Sheboygan

7. How did damage or injury occur? (give full description) City of Sheboygan SNOW PLOW Hit Parked Vehicle driver side mirror

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: William DE Annico

(b) Claimant's statement of the basis of such liability: City of Sheboygan SNOW PLOW Hit legally parked Vehicle driver side mirror

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

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

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

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

2004 Nissan Titan LE driver side side mirror partially removed and damaged

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

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

Auto: \$ 581.07

Property: \$ _____

Personal injury: \$ _____

Other: (Specify below) \$ _____

TOTAL \$ 581.07

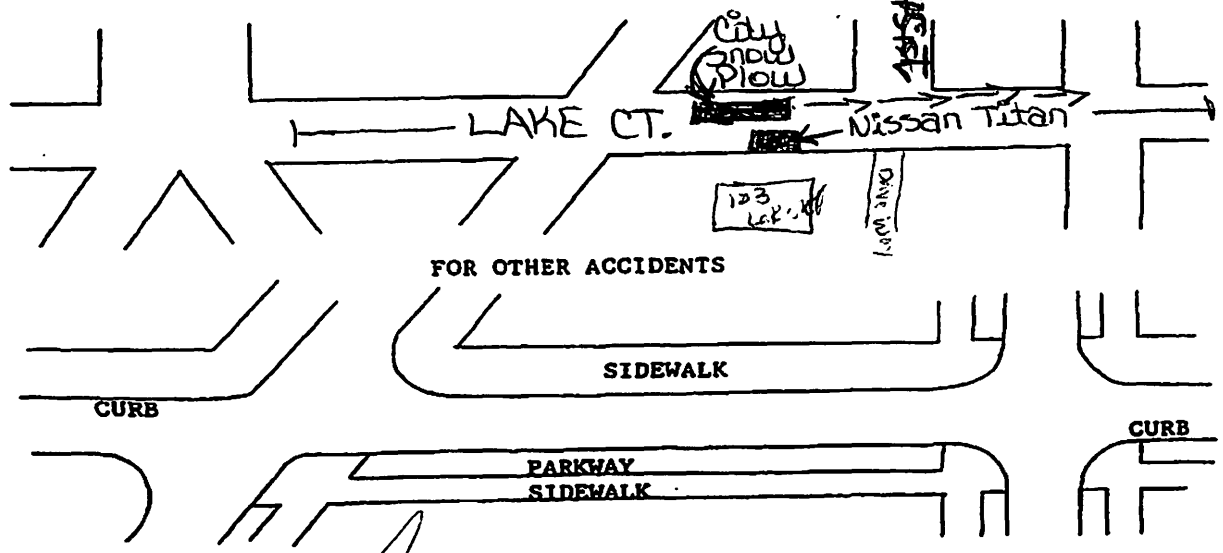
Damaged vehicle (if applicable)

Make: Nissan Model: Titan LE Year: 2004 Mileage: 189,368

Names and addresses of witnesses, doctors and hospitals: James A Wiroff
103 Lake Ct Sheboygan WI 53081

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

James A Wiroff

DATE 2-23-18

DATE RECEIVED 2-26-18

RECEIVED BY MYC

CLAIM NO. 34-17

CLAIM

Claimant's Name: James A Wiroll
Claimant's Address: 103 Lake Ct
Sheboygan WI
Claimant's Phone No. (920) 918 8699

Auto \$ 581.07
Property \$ _____
Personal Injury \$ _____
Other (Specify below) \$ _____
TOTAL \$ 581.07

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 \$ 581.07.

SIGNED James A Wiroll

DATE: 2-23-18

ADDRESS: 103 Lake Ct. Sheboygan WI 53081

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

G7L09QKRGJ
C18-02765

Wisconsin Motor Vehicle
Crash Report

SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST
SHEBOYGAN, WI 53081
(920) 459-3333

01 UNIT	INDIVIDUAL	Role DRIVER		Citations Issued 0	<input type="checkbox"/> Use Driver Address	Individual Type INDIVIDUAL		
		Last Name DE AMICO		First Name WILLIAM		Middle Initial JOHN	Suffix	
01 UNIT	INDIVIDUAL	Street Address 6445 SUNSET RD		Street Address 2		PO Box		
		City KOHLER		State WI	Zip Code 53044	Country of Residence UNITED STATES		
01 UNIT	INDIVIDUAL	DOB 02/23/1979	Sex M	Race W	Hair BROWN	Eyes BROWN	Height 503	
		Weight 150	Phone Number (920) 918-1515 EXT.					
01 UNIT	INDIVIDUAL	Driver's License Number D5209307906309		State WI	License Jurisdiction STATE	Country of Issuance UNITED STATES		
		License Type COMMERCIAL DRIVER LICENSE (CDL)		License Status VALID LICENSE		DL Expire Year 2026		
01 UNIT	INDIVIDUAL	Equipment	On Duty Accident WINTER-HWY-MAINTENANC		Safety Equipment			
		Seat Position 1--FRONT SEAT-LEFT SIDE (DRIVER/MOTORC		SHOULDER & LAP BELT				
01 UNIT	INDIVIDUAL	Helmet Use		Helmet Compliance				
		Eye Protection		Tint Compliance				
01 UNIT	INDIVIDUAL	Injury	Injury Severity NO APPARENT INJURY		Airbag NON DEPLOYED			
		Ejected NOT EJECTED		Ejection Path NOT EJECTED/NOT APPLICA		Trapped/Extricated NOT TRAPPED		
01 UNIT	INDIVIDUAL	Medical Transport NOT TRANSPORTED		EMS Agency Identifier		EMS Run #		
		Hospital		Date of Death		Time of Death		
01 UNIT	INDIVIDUAL	Non Motorist	Striking Unit #		Location		To/From School	
		Prior Action		Action				
01 UNIT	INDIVIDUAL	Drug & Alcoh		Individual Condition APPEARED NORMAL				
		Suspected Alcohol Use NO		Suspected Drug Use NO				
01 UNIT	INDIVIDUAL	Alcohol Test Given TEST NOT GIVEN		Alcohol Test Type		Alcohol Test Results		
		Drug Test Given TEST NOT GIVEN		Drug Test Type		Drug Test Results		
01 UNIT	INDIVIDUAL	Drug Type						
		License Plate Number 85445		Plate Type MUN - MUNICIPAL	St WI	Country of Issuance UNITED STATES		
01 UNIT	INDIVIDUAL	Vehicle Identification Number 1HTWDAZR69J167656			Year 2009	Make INTERNATIONAL		
		Model		Body Style CB - CAB CHASSIS		Color BLU - BLUE		

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C18-02765

Wisconsin Motor Vehicle
Crash Report

SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST
SHEBOYGAN, WI 53081
(920) 459-3333

UNIT VEHICLE	Initial Contact Point 2--RIGHT SIDE FRONT		Vehicle Damage			
	Extent Of Damage NO DAMAGE		NO DAMAGE			
	Towed Due To Damage NOT TOWED		Vehicle Factors			
	Vehicle Removed By OPERATOR		NOT APPLICABLE			
	What Driver Was Doing GOING STRAIGHT		Driver Prior Action Other	Bus Use NOT A BUS		
	Driver Actions NO CONTRIBUTING ACTION		Driver Distractions NOT DISTRACTED			
	<input type="checkbox"/> Vehicle Owner Same As Operator		<input type="checkbox"/> Use Operator Address			
	Organization Type GOVERNMENT		Company Name SHEBOYGAN CITY OF			
	Last Name		First Name	Middle	Suffix	Date of Birth
	Street Address 828 CENTER AVE # 205		Street Address2		PO Box	
City SHEBOYGAN		St WI	Zip Code 53081	Country of Residence UNITED STATES		
Telephone Number (920) 918-1515 EXT.						
UNIT HOL DER	Event 01 PARKED MOTOR VEHICLE					
	Event 02					
	Event 03					
	Event 04					
UNIT TRUCK BUS	Insurance Company CITIES-&VILLAGES-MUTUAL-INS-CO		<input checked="" type="checkbox"/> Policy Holder Same As Owner		<input type="checkbox"/> Policy Holder Same As Driver	
	Organization Type GOVERNMENT		Last Name		First Name	Policy Holder Company SHEBOYGAN CITY OF
	<input checked="" type="checkbox"/> Use Vehicle Owner Same as Carrier		Source DRIVER			
	US DOT #		Carrier Name SHEBOYGAN CITY OF			
	Carrier Address 828 CENTER AVE # 205		Carrier Address 2		Carrier PO Box Number	
	City SHEBOYGAN		State WI	Zip Code 53081	Country of Residence UNITED STATES	
	GVWR 10,001-26,000 LBS		Vehicle Configuration SINGLE UNIT TRUCK (3 OR M		Cargo Body Type OTHER	
	Carrier Type NOT IN COMMERCE/GOVERNMENT		Permitted Load NOT APPLICABLE			
	<input type="checkbox"/> OS/OW Load		WI Permit Number		<input type="checkbox"/> Permitted Vehicle On Permitted Route	
	<input type="checkbox"/> Escort Vehicle Required By Permit		<input type="checkbox"/> Escort Vehicle Present			
Measured Height		Measured Length		Measured Width		Measured Weight

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C18-02765

Wisconsin Motor Vehicle
Crash Report

SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST
SHEBOYGAN, WI 53081
(920) 459-3333

--	--	--	--

Unit Summary

02	Unit Status LEGALLY PARKED		Vehicle Operating As Classification D CLASS		Unit Type TRUCK	
	Vehicle Type UTILITY TRUCK/PICKUP TRUCK				Operating As Endorsements	
UNIT	Total Occs 0	Train/Bus # Injured	Total # Citations Issued 0	Total Trailers 0	Total HazMat Types 0	
	Insurance? YES	Direction Of Travel UNKNOWN	<input type="checkbox"/> Pre Crash Tire Mark	Speed Limit 25	Total Lanes 2	
02	Most Harmful Event: Collision With MOTOR VEH IN TRANSPORT		Special Function NO SPECIAL FUNCTION		Emergency Motor Vehicle Use NOT APPLICABLE	
	Traffic Way TWO-WAY, NOT DIVIDED		Traffic Control NO CONTROL		Traffic Control Inoperative/Missing NO	
	Surface Type BLACKTOP (BITUMINOUS)		Road Curvature STRAIGHT		Road Grade LEVEL	
	Truck Bus or HazMat NO					
02	License Plate Number HF7288		Plate Type LTK - LIGHT TRUCK		St WI	Country of Issuance UNITED STATES
	Vehicle Identification Number 1N6AA07B24N549519				Year 2004	Make NISSAN
02	Model TITAN		Body Style PK - PICKUP		Color BLK - BLACK	
	Initial Contact Point 9--LEFT SIDE MIDDLE		Vehicle Damage 9--LEFT SIDE MIDDLE			
02	Extent Of Damage MINOR DAMAGE		Vehicle Factors			
	Towed Due To Damage NOT TOWED		NOT APPLICABLE			
UNIT	Vehicle Removed By OPERATOR		Driver Prior Action Other		Bus Use NOT A BUS	
	What Driver Was Doing LEGALLY PARKED		Driver Distractions NOT DISTRACTED			
Driver Actions NO CONTRIBUTING ACTION						

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C18-02765

Wisconsin Motor Vehicle
Crash Report

SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST
SHEBOYGAN, WI 53081
(920) 459-3333

<input type="checkbox"/> Vehicle Owner Same As Operator		<input type="checkbox"/> Use Operator Address		
Organization Type INDIVIDUAL		Company Name		
Last Name WIROLL	First Name JAMES	Middle A	Suffix	Date of Birth 01/15/1971
Street Address 103 LAKE CT		Street Address2		PO Box
City SHEBOYGAN	St WI	Zip Code 53081	Country of Residence UNITED STATES	
Telephone Number (920) 918-8699 EXT.				
01	Event MOTOR VEH IN TRANSPORT			
02	Event			
03	Event			
04	Event			
UNIT HOLDER	Insurance Company ERIE-INS-CO		<input checked="" type="checkbox"/> Policy Holder Same As Owner	<input checked="" type="checkbox"/> Policy Holder Same As Driver
	Organization Type INDIVIDUAL	Last Name WIROLL	First Name JAMES	Policy Holder Company

Description

Diagram

Reconstruction By
Photos By HELLAND 455

Additional Information

G7L09QKRGJ
C18-02765

Wisconsin Motor Vehicle Crash Report

SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST
SHEBOYGAN, WI 53081
(920) 459-3333

	PHOTOS
--	---------------

UNIT 1 IS A PLOW TRUCK WHICH HAD ITS RIGHT SIDE PLOW BLADE IN THE UP POSITION. UNIT 1 WAS GOING PAST A PARKED VEHICLE ON BOTH SIDES OF THE ROAD ACROSS FROM ONE ANOTHER AND THE RIGHT SIDE PLOW STRUCK THE DRIVER MIRROR OF UNIT 2. MINOR DAMAGE TO UNIT 2. UNIT 1 DRIVER WAS IDENTIFIED BY WI DL. UNIT 2 OWNER WAS IDENTIFIED BY DOT PICTURE.

Signature _____

I, a sworn law enforcement officer, agree that I have not added any CJIS data in this report.

Law Enforcement Agency _____

Agency Space				
Officer Rank OFCR	Officer Last Name HELLAND	Officer First Name NICHOLAS	Officer Middle Name L	Suffix
DOT Officer ID 455		DNR Officer ID	Officer Badge Number 455	
Officer EMail				
Local Agency Number 5961	Law Enforcement Agency Jurisdiction SHEBOYGAN		Law Enforcement Agency type CITY POLICE	
Law Enforcement Agency Name SHEBOYGAN POLICE DEPARTMENT			TAS Agency Name SHEBOYGAN POLICE DEPARTMENT	
Law Enforcement Agency Street Address 1315 N 23RD ST			Law Enforcement Agency Street Address2	
Law Enforcement Agency City		LEA State	Law Enforcement Agency Zip Code	

G7L09QKRGJ
C18-02765

**Wisconsin Motor Vehicle
Crash Report**

SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST
SHEBOYGAN, WI 53081
(920) 459-3333

SHEBOYGAN	WI	53081	
Law Enforcement Agency Phone Number (920) 459-3333 EXT.	ORI Number WI0600200	BFUNC Agency 5961	TraCS Agency Number 427

DEAN'S AUTO BODY INC
1407 N. 29TH STREET
SHEBOYGAN, WI 53081
OFFICE: 920-457-5494 FAX: 920-457-6495
"DEAN'S HAS THE MEANS FOR ALL YOUR AUTO NEEDS"

*** PRELIMINARY ESTIMATE ***

02/21/2018 09:07 AM

Owner

Owner: James Wiroll
Address: 103 Lake Ct
City State Zip: Sheboygan, WI 53081
Email: jawiroll@gmail.com
Home/Day: (920)918-8699
Cell: (920)918-8699
FAX:

Inspection

Inspection Date: 02/21/2018 07:05 AM
Inspection Location: Dean's Auto Body
Address: 1407 North 29th St.
City State Zip: Sheboygan, WI 53081
Primary Impact: Left Side
Appraiser Name: PHIL BLACK
Inspection Type:
Contact: Phil Black
Work/Day: (920)457-5494x
FAX: (920)457-6495x
Secondary Impact:
Appraiser License # :

Repairer

Repairer: Dean's Auto Body
Address: 1407 North 29th St.
City State Zip: Sheboygan, WI 53081
Contact: Phil Black
Work/Day: (920)457-5494
FAX: (920)457-6495

Target Complete Date/Time:

Days To Repair: 1*

Remarks

*** Original Estimate ***

Vehicle

2004 Nissan Titan LE 4 DR Crew Cab Short Bed
8cyl Gasoline 5.6
5 Speed Automatic

Lic.Plate: HF7288
Lic Expire:
Prod Date: 04/2004
Veh Insp# :
Condition:
Ext. Color: SUPER BLACK
Ext. Refinish: Two-Stage
Ext. Paint Code: KH3
Lic State: WI
VIN: 1N6AA07B24N549519
Mileage: 189,368
Mileage Type: Actual
Code: Z8113C
Int. Color:
Int. Refinish: Two-Stage
Int. Trim Code:

Options

4-Wheel Drive
Alarm System
AM/FM In-dash CD Changer
Aluminum/Alloy Wheels
Air Conditioning
Anti-Lock Brakes

Auto Locking Hubs (4WD)	Automatic Dimming Mirror	Bed Liner
Captain Chairs (2)	Center Console	Chrome Step Bumper
Cruise Control	Dual Airbags	Dual Power Seats
Electronic Transfer Case	Fog Lights	Garage Door Opener
Heated Front Seats	Heated Power Mirrors	Intermittent Wipers
Keyless Entry System	Leather Seats	Leather Steering Wheel
Lighted Entry System	Overhead Console	Power Adjustable Pedals
Power Brakes	Power Door Locks	Power Steering
Power Windows	Privacy Glass	Rear Bench Seat
Rear Seat Audio Controls	Rear Window Defroster	Rockford Fosgate Audio
Side Steps	Sliding Rear Window	Strg Wheel Radio Control
Tachometer	Tilt Steering Wheel	Tinted Glass

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
Front Doors										
1	RI	215		Pnl,Inner Door Trim LT	R & I Assembly				INC	SM
2	E	199	01	Mirror,Outer R/C LT	96302ZC60A	\$481.18			1.2	SM
3		488	01	Cover,Frt Door Mirror LT	Replace OEM	INC				SM
3	Items									
			MC	Message						
			01	CALL DEALER FOR EXACT PART # / PRICE						

Estimate Total & Entries

Gross Parts		\$481.18			
Parts & Material Total			\$481.18		
Tax on Parts & Material	@ 5.500%		\$26.46		
Labor	Rate	Replace	Repair Hrs	Total Hrs	
Sheet Metal (SM)	\$58.00	1.2		1.2	\$69.60
Mech/Elec (ME)	\$75.00				
Frame (FR)	\$70.00				
Refinish (RF)	\$58.00				
Labor Total				1.2 Hours	\$69.60
Tax on Labor	@ 5.500%				\$3.83
Gross Total					\$581.07
Net Total					\$581.07

Alternate Parts Y/00/00/00/00/00 CUM 00/00/00/00/00 Zip Code: 53081 Default
Rate Name Default

MOTOR VEHICLE REPAIR PRACTICES ARE REGULATED BY CHAPTER ATCP 132, WIS.ADM. CODE, ADMINISTERED BY THE BUREAU OF CONSUMER PROTECTION, WISCONSIN DEPT. OF AGRICULTURE, TRADE AND CONSUMER PROTECTION, P.O. BOX 8911, MADISON, WISCONSIN 53708-8911.

THIS ESTIMATE IS BASED ON OUR INSPECTION AND DOES NOT COVER ADDITIONAL PARTS OR LABOR THAT MAY BE REQUIRED AFTER THE WORK HAS BEEN STARTED. OCCASIONALLY, WORN OR DAMAGED PARTS ARE DISCOVERED THAT WERE NOT EVIDENT ON THE FIRST INSPECTION. THEREFORE, THE ABOVE PRICED ARE NOT GUARANTEED. PARTS PRICES SUBJECTED TO CHANGE DUE TO MANUFACTURER'S PRICE INCREASES.

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



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ROBERT RUSCH, INC.
1129 INDIANA AVENUE
SHEBOYGAN, WI. 53081
OFFICE:(920) 452-8681 FAX:(920) 452-8733

*** PRELIMINARY ESTIMATE ***

02/12/2018 08:15 AM

Owner

Owner: JAMES WIRROL
Address:

Work/Day: (920)918-8699

Inspection

Inspection Date: 02/12/2018 08:16 AM

Inspection Type:

Repairer

Repairer: Robert Rusch Inc.
Address: 1129 Indiana Ave.
City State Zip: Sheboygan, WI 53081
Email: doldenburg@robertruschinc.com

Contact: David Oldenburg
Work/Day: (920)452-8681
FAX: (920)452-8733

Target Complete Date/Time:

Days To Repair: 1

Vehicle

2004 Nissan Titan LE 4 DR Crew Cab Short Bed
8cyl Gasoline 5.6
5 Speed Automatic

Lic Expire:
Veh Insp# :
Condition:
Ext. Refinish: Two-Stage

VIN: 1N6AA07B24N549519
Mileage Type: Actual
Code: Z8113C
Int. Refinish: Two-Stage

Options

4-Wheel Drive	AM/FM In-dash CD Changer	Air Conditioning
Alarm System	Aluminum/Alloy Wheels	Anti-Lock Brakes
Auto Locking Hubs (4WD)	Automatic Dimming Mirror	Bed Liner
Captain Chairs (2)	Center Console	Chrome Step Bumper
Cruise Control	Dual Airbags	Dual Power Seats
Electronic Transfer Case	Fog Lights	Garage Door Opener
Heated Front Seats	Heated Power Mirrors	Intermittent Wipers
Keyless Entry System	Leather Seats	Leather Steering Wheel
Lighted Entry System	Overhead Console	Power Adjustable Pedals
Power Brakes	Power Door Locks	Power Steering
Power Windows	Privacy Glass	Rear Bench Seat
Rear Seat Audio Controls	Rear Window Defroster	Rockford Fosgate Audio
Side Steps	Sliding Rear Window	Strg Wheel Radio Control
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2		235		Motor,Mirror LT	Replace OEM	INC				SM
3		484		Glass,Mirror Outer R/C LT	Replace OEM	INC				SM
4		488	01	Cover,Frt Door Mirror LT	Replace OEM	INC				SM
4		Items								
				MC	Message					
				01	CALL DEALER FOR EXACT PART # / PRICE					

Estimate Total & Entries

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Parts & Material Total			\$481.18
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Mech/Elec (ME)	\$78.00					
Frame (FR)	\$68.00					
Refinish (RF)	\$58.00					
Labor Total				1.2 Hours		\$69.60
Tax on Labor		@ 5.500%			\$3.83	
Gross Total						\$581.07
Net Total						\$581.07

Alternate Parts Y/00/00/00/00/00 CUM 00/00/00/00/00 Zip Code: 53081 Audatex Host
 Rate Name Default

Audatex Estimating 8.0.414 ES 02/12/2018 08:17 AM REL 8.0.414 DT 01/01/2018 DB 02/08/2018
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Op Codes

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- EU = Replace Recycled
- UM = Replace Reman/Rebuilt
- UC = Replace Reconditioned
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- PC = Replace PXN Reconditioned
- SB = Sublet Repair
- I = Repair
- RI = R & I Assembly
- RP = Related Prior Damage

II

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

Submitting a Summons and Complaint in the matter of Tyler Jones v. City of Sheboygan.

*Finance
Personnel*

CITY CLERK

UNITED STATES DISTRICT COURT
for the
Eastern District of Wisconsin

TYLER JONES

Plaintiff(s)

v.

CITY OF SHEBOYGAN

Defendant(s)

Civil Action No. 18-CV-0709

Handwritten notes: Comp. Service 6-8-18 11:10 AM by Pet. Clerk

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) CITY OF SHEBOYGAN, c/o Mayor Michael Vandersteen
Sheboygan City Hall
828 Center Avenue, Suite 100
Sheboygan, WI 53081

A lawsuit has been filed against you.

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

Janet L. Heins, Esq.
Heins Employment Law Practice LLC
1001 West Glen Oaks Lane, Suite 103
Mequon, Wisconsin 53092

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

Date: 05/29/2018

STEPHEN C. DRIES, CLERK OF COURT

s/Mary Murawski, Deputy Clerk

Signature



received
6-8-18

PROOF OF SERVICE

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

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

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

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

_____ on *(date)* _____ ; or

I left the summons and the attached complaint at the individual's residence or usual place of abode with *(name)* _____, a person of suitable age and discretion who resides there, on *(date)* _____, and mailed a copy to the individual's last known address; or

I served the summons and the attached complaint on *(name of individual)* _____ who is designated by law to accept service of process on behalf of *(name of organization)* _____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*: _____

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

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

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc.:

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN
MILWAUKEE DIVISION

TYLER JONES
1918 Kaat Lane
Sheboygan, WI 53081

Plaintiff,

vs.

Case No. 18-CV-0707

CITY OF SHEBOYGAN
828 Center Avenue, Suite 100
Sheboygan, WI 53081

JURY TRIAL DEMANDED

Defendant.

COMPLAINT

COMES NOW the Plaintiff, Tyler Jones, by his counsel, HEINS EMPLOYMENT LAW PRACTICE LLC, by Attorneys Janet L. Heins and Alan Freed, Jr., as and for a claim against the Defendant, alleges and shows to the court as follows:

JURISDICTION AND VENUE

1. This court has jurisdiction over this matter pursuant to 28 U.S.C. § 1346, as this case is brought pursuant to Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000e, *et seq.*

2. The unlawful employment practices giving rise to the Plaintiff's claims occurred within the Eastern District of Wisconsin, and venue is therefore proper in this District pursuant to 28 U.S.C § 1391(b), *inter alia.*

THE PARTIES

3. Plaintiff, Tyler Jones, is an adult male white resident of the State of Wisconsin,

residing at 1918 Kaat Lane, Sheboygan, WI 53081.

4. Defendant, City of Sheboygan, is a municipal governmental entity with its principal address located at 828 Center Avenue, Suite 100, Sheboygan, WI 53081.

THE FACTS

5. Plaintiff began his employment with Defendant on or about March 20, 2017.

6. At all times material herein, Plaintiff worked for Defendant as a Maintenance Worker 1.

7. At all times material herein, Plaintiff performed his work duties in accordance with the reasonable expectations of Defendant.

8. On or about June 8, 2017, Plaintiff was slowly backing Defendant's garbage truck onto a scale in accordance with his training by Defendant.

9. Despite Defendant's policy requiring a spotter for Plaintiff when he was backing up a garbage truck, no one assisted him as a spotter and no one was available to do so.

10. Another of Defendant's garbage trucks, driven by African American employee James Gilliam, approached the scale more quickly while Plaintiff was backing onto the scale, did not stop and wait for Plaintiff to back up onto the scale, and subsequently struck Plaintiff's truck.

11. Defendant's Bruce Matdorf, a white manager, ordered Plaintiff to get drug tested after the accident and then go home.

12. Defendant did not order Mr. Gilliam to get a drug test or to go home after the accident, or even speak to him about the accident to Plaintiff's knowledge.

13. Plaintiff's drug test was negative.

14. Defendant's Human Resources Director, Sandy Rohrick, terminated Plaintiff's employment on June 20, 2017.

15. Defendant did not terminate Mr. Gilliam.

16. Mr. Gilliam's truck sustained significant damage but Plaintiff's did not.

17. On information and belief, no employee other than Plaintiff has ever been terminated for the same alleged infraction.

18. A few months after Plaintiff's termination, on January 16, 2018, Mr. Gilliam sideswiped a citizen's parked car on the street with the plow truck he was driving.

19. Defendant did not terminate Mr. Gilliam for the January 16, 2018 accident.

20. Plaintiff filed his administrative charge of race and color discrimination in the terms and conditions of his employment and termination on or about July 18, 2017 with the Wisconsin Equal Rights Division as ERD Case No. CR201702370, which was cross-filed with the Equal Employment Opportunity Commission as EEOC Case No. 26G201701246.

21. EEOC issued its Notice of Right to Sue on this charge on February 7, 2018.

22. Plaintiff has exhausted his administrative remedies and satisfied all conditions precedent in this case.

CLAIM FOR RELIEF – TITLE VII RACE & COLOR DISCRIMINATION

23. Plaintiff realleges and incorporates paragraphs 1-22 of this complaint by reference.

24. Defendant discriminated against Plaintiff in the terms and conditions of his employment on the basis of race and color, white, and in terminating his employment, in intentional and/or reckless disregard of his federally protected rights under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000e, *et seq.*

25. As a result of Defendant's intentional discrimination, Plaintiff has suffered damages

in the form of lost wages, lost employment benefits, pain and suffering, and emotional distress.

WHEREFORE, Plaintiff respectfully requests that this Court:

1. Order Defendant to make Plaintiff whole by providing appropriate back pay, front pay and/or reinstatement, compensatory and punitive damages, liquidated damages, pre-judgment and post-judgment interest, and reimbursement for other benefits and expenses in an amount to be shown at trial;
2. Grant to Plaintiff his attorney fees, costs and disbursements provided by 42 U.S.C. 2000e-5 and all other applicable statutes and provisions; and
3. Grant to Plaintiff whatever other relief this Court deems just and equitable.

PLAINTIFF DEMANDS A TRIAL BY A JURY OF TWELVE.

Dated this 4th day of May, 2018.

HEINS EMPLOYMENT LAW PRACTICE LLC
Counsel for the Plaintiff

Janet L. Heins
Janet L. Heins, State Bar No. 1000677

HEINS EMPLOYMENT LAW PRACTICE LLC
1001 West Glen Oaks Lane, Suite 103
Mequon, WI 53092
(262) 241-8444 voice
(262) 241-8455 facsimile
e-mail: jheins@heinslawoffice.com

II

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

Submitting a communication from Benjamin F. Heyman requesting a waiver from the Sex Offender Residency requirements in order to reside at 1328 South 9th Street.

YHPS

CITY CLERK

JUN 4 '18 AM 11:44

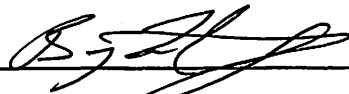
Date: 6/4/18

My name is: Benjamin F. Heyman

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

1328 S. 9th St. Sheboygan, WI 53081

Landlord: Terri Jakun Phone #: 920-627-5905

Signature: 

Phone Number: 920-889-5441

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~~

3.3

R. O. No. 58 - 18 - 19. By CITY CLERK. June 18, 2018.

Submitting a communication from Brandon A. Campos submitting a waiver from the Sex Offender Residency requirements in order to reside at 1916 South 13th Street.

KPS

CITY CLERK

- Cover
Filled out Per Phone Call - MKC

JUN 14 '18 PM 1:30

Date: June 14, 2018

My name is: Brandon A. Campos

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

1916 South 13th Street
Sheboygan, WI 53081

Signature: _____

Phone Number: (920) 254-7307

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.

III

Res. No. _____ - 18 - 19. By Alderpersons Rindfleisch and Bohren.
June 18, 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 purposes of:

Establish appropriation for contribution from WI Lakeshore Safety County for lakefront water safety:

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
General Fund	General Fund	
Contributions	Park Department Water Safety	
10153000-467101	10153000-523410	\$500

Establish appropriation for contributions from Lakeshore Lanes and Bemis Manufacturing to the Police Department bike rodeo:

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
General Fund	General Fund	
Contributions	Police Department supplies	
10121100-467101	10121100-530210	\$200

Finance + Personnel

Establish appropriation for purchase of land next to the Police Station:

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
Capital Project Fund Unreserved Fund Balance 400-253000	Capital Project Fund Land 40021100-611100	\$62,453

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. _____ - 18 - 19. By Alderperson Wolf. June 18, 2018.

A RESOLUTION authorizing the appropriate City officials to enter into a State/Municipal Agreement, I.D. 3700-30-21/22 for the design and construction to update the existing traffic signals with a new TS2 cabinet and monotubes at the STH 28 & Union Avenue intersection scheduled for the construction, in 2019.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to enter into the State/Municipal Agreement with the Wisconsin Department of Transportation for the design and construction to update the existing traffic signals with a new TS2 cabinet and monotubes at the STH 28 & Union Avenue intersection for the proposed sum of \$140,000. The Federal/State share is \$126,000 and the City of Sheboygan's share is \$14,000.

Public Works

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

_____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor



**Original
STATE/MUNICIPAL FINANCIAL
AGREEMENT FOR A STATE- LET
HIGHWAY PROJECT**

Date: May 31, 2018
 I.D.: 3700-30-21 / 22
 Road Name: City of Sheboygan
 STH 28 & Union Avenue
 Limits: Signal Retrofit
 County: Sheboygan
 Project Length: 0.01 MI

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

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

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: The existing signal is outdated and obsolete.

Proposed Improvement - Nature of work: Update the existing traffic signals with a new TS2 cabinet and monotubes at the STH 28& Union Avenue intersection.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality:

TABLE 1

PHASE	ESTIMATED COST				
	Total Estimated Cost	Federal / State Funds	%	Municipal Funds	%
Preliminary Engineering:					
Plan Development	15,000	13,500	90	1,500	01
Construction :					
Signal Items	125,000	112,500	90	12,500	10
TOTAL COST DISTRIBUTION:	140,000	126,000	90	14,000	10

This request is subject to the terms and conditions that follow (pages [2] – [3]) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

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

Name	Title	Date
------	-------	------

Signed for and in behalf of the State (please sign in blue ink)

Name	Title	Date
------	-------	------

TERMS AND CONDITIONS:

1. The initiation and accomplishment of the improvement will be subject to the applicable Federal and State regulations.
2. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceeds Federal/State financing commitments or are ineligible for Federal/State financing. Local participation shall be limited to the items and percentages set forth in table 1 that shows Municipal funding participation. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
3. Funding of each project Phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or State transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:
 - (a) Design engineering is split 90% WisDOT and 10% Local up to a maximum total of \$15,000.
4. Work necessary to complete the improvement to be financed entirely by the Municipality or other Utility or Facility Owner includes the following items:
 - (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
5. As the work progresses, the Municipality will be billed for work completed which is not chargeable to Federal/State funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
6. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.

7. The Municipality shall at its own cost and expense:

- (a) Maintain all portions of the project that lie within its jurisdiction for such maintenance through statutory requirements, in a manner satisfactory to the State and shall make ample provision for such maintenance each year.
- (b) Use the WisDOT Utility Accommodation Policy unless the Municipality adopts a policy which has equal or more restrictive controls.

9. Basis for local participation:

Design: Costs are 90% WisDOT and 10% Local up to maximum of \$15,000. Any amount over \$15,000 shall be funded by the City.

Construction: Construction costs shown are based on similar projects.

VIII

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

Your Committee to whom was referred Res. No. 35-18-19 by Alderpersons Rindfleisch and Bohren authorizing the issuance of \$8,415,000 Taxable General Obligation Promissory Notes and the issuance and sale of \$8,415,000 Taxable Note Anticipation Notes in anticipation thereof; recommends passing the Resolution.

Aug

_____ 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

A.2

Res. No. 35 - 18 - 19. By Alderpersons Rindfleisch and Bohren.
June 4, 2018.

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$8,415,000 TAXABLE GENERAL OBLIGATION PROMISSORY NOTES AND THE ISSUANCE AND SALE OF \$8,415,000 TAXABLE NOTE ANTICIPATION NOTES IN ANTICIPATION THEREOF.

WHEREAS, on May 21, 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 approximately \$25,465,000 general obligation promissory notes and note anticipation notes, in one or more series, on a tax-exempt or taxable basis, for public purposes, including paying the cost of various construction, improvement and acquisition projects set forth in the City's 2018 Capital Improvement Plan, including building repairs and renovations, street and sidewalk repair and improvements, park improvements and upgrades, and the acquisition of motor vehicles, fire engines, and other equipment, tax incremental district projects and City Hall renovations;

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

WHEREAS, cities are authorized by the provisions of Chapter 67, Wisconsin Statutes, to borrow money and issue general obligation promissory notes for such public purposes;

WHEREAS, it is the finding of the Common Council that it is necessary, desirable and in the best interest of the City to authorize the issuance of and covenant to issue general obligation promissory notes (the "Securities") to provide permanent financing for a portion of such projects;

WHEREAS, the Securities have not yet been issued or sold;

WHEREAS, cities are authorized by the provisions of Section 67.12(1)(b), Wisconsin Statutes, to issue note anticipation notes in anticipation of receiving the proceeds from the issuance and sale of the Securities;

WHEREAS, it is the finding of the Common Council that it is necessary, desirable and in the best interest of the City to authorize the issuance and sale of note anticipation notes pursuant to Section 67.12(1)(b), Wisconsin Statutes, designated "Taxable Note Anticipation Notes" (the "Notes"), in anticipation of receiving the proceeds from the

Finances
Personnel

issuance and sale of the Securities, to provide interim financing for public purposes, including paying the cost of City Hall renovations and Tax Incremental District No. 18 projects (the "Project");

WHEREAS, due to certain provisions contained in the Internal Revenue Code of 1986, as amended, it is necessary to issue such Notes 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 the Notes to pay the cost of the Project;

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 Notes and indicating that the Notes would be offered for public sale on June 18, 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 Notes for public sale on June 18, 2018;

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

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by the financial institution listed first on the Bid Tabulation fully complies with the bid requirements set forth in the Official Notice of Sale and is deemed to be the most advantageous to the City. 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. Authorization of Securities. The City hereby authorizes the issuance of and declares its intention and covenants to issue the Securities pursuant to the provisions of Chapter 67.12(12), Wisconsin Statutes, in an amount sufficient to retire any outstanding note anticipation notes issued for the purpose of paying the cost of the Project.

Section 2A. Ratification of the Official Notice of Sale and Offering Materials. The Common Council hereby ratifies and approves the details of

the Notes set forth in Exhibit A attached hereto as and for the details of the Notes. 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 2B. Authorization and Award of the Notes. In anticipation of the sale of the Securities, for the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.12(1)(b), Wisconsin Statutes, the principal sum of EIGHT MILLION FOUR HUNDRED FIFTEEN THOUSAND DOLLARS (\$8,415,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal of the Purchaser offering to purchase the Notes 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 Notes shall bear interest at the rates set forth on the Proposal.

Section 3. Terms of the Notes. The Notes shall be designated "Taxable Note Anticipation Notes"; shall be issued in the aggregate principal amount of \$8,415,000; shall be dated July 2, 2018; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered from R-1 and upward; and shall bear interest at the rate per annum and mature on January 2, 2019 as set forth on the schedule attached hereto as Exhibit D and incorporated herein by this reference (the "Schedule") and incorporated herein by this reference. Interest shall be payable at maturity. 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.

Section 4. Redemption Provisions. The Notes are not subject to optional redemption.

Section 5. Form of the Notes. The Notes 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 6. Security. The Notes shall in no event be a general obligation of the City and do not constitute an indebtedness of the City nor a charge against its general credit or taxing power. No lien is

created upon the Project or any other property of the City as a result of the issuance of the Notes. The Notes shall be payable only from (a) any proceeds of the Notes set aside for payment of interest on the Notes as it becomes due and (b) proceeds to be derived from the issuance and sale of the Securities, which proceeds are hereby declared to constitute a special trust fund, hereby created and established, to be held by the City Clerk or City Treasurer and expended solely for the payment of the principal of and interest on the Notes until paid. The City hereby agrees that, in the event such monies are not sufficient to pay the principal of and interest on the Notes when due, if necessary, the City will pay such deficiency out of its annual general tax levy or other available funds of the City; provided, however, that such payment shall be subject to annual budgetary appropriations therefor and any applicable levy limits; and provided further, that neither this Resolution nor any such payment shall be construed as constituting an obligation of the City to make any such appropriation or any further payments.

Section 7. 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 Note Anticipation Notes" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes 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 Notes; (ii) any proceeds of the Notes representing capitalized interest on the Notes or other funds appropriated by the City for payment of interest on the Notes, as needed to pay the interest on the Notes when due; (iii) proceeds of the Securities (or other obligations of the City issued to pay principal of or interest on the Notes); (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due and which are appropriated by the Common Council for that purpose; (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 Notes until all such principal

and interest has been paid in full and the Notes canceled; provided that such monies may be invested 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. Said account shall be used for the sole purpose of paying the principal of and interest on the Notes and shall be maintained for such purpose until the Notes are fully paid or otherwise extinguished.

(C) Remaining Monies. When all of the Notes 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 8. Covenants of the City. The City hereby covenants with the owners of the Notes as follows:

(A) It shall issue and sell the Securities as soon as practicable, as necessary to provide for payment of the Notes;

(B) It shall segregate the proceeds derived from the sale of the Securities into the special trust fund herein created and established and shall permit such special trust fund to be used for no purpose other than the payment of principal of and interest on the Notes until paid. After the payment of principal of and interest on the Notes in full, said trust fund may be used for such other purposes as the Common Council may direct in accordance with law; and,

(C) It shall maintain a debt limit capacity such that its combined outstanding principal amount of general obligation bonds or notes or certificates of indebtedness and the \$8,415,000 authorized for the issuance of the Securities to provide for the payment of the Notes shall at no time exceed its constitutional debt limit.

Section 9. Proceeds of the Notes; Segregated Borrowed Money Fund. The proceeds of the Notes (the "Note Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Notes 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 Notes. 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 Notes 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 10. Execution of the Notes; Closing; Professional Services.

The Notes 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 Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes 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 Notes 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 Notes, 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 Notes is hereby ratified and approved in all respects.

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

Section 12. Persons Treated as Owners; Transfer of Notes. The City shall cause books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in whose name any Note 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 Note 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 Note to the extent of the sum or sums so paid.

Any Note may be transferred by the registered owner thereof by surrender of the Note 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 Note or Notes 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 Note surrendered for transfer.

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

Section 13. Record Date. The 15th day of the calendar month next preceding the interest payment date shall be the record date for the Notes (the "Record Date"). Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes 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 Notes 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 Notes and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 16. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Notes, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Notes 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 Notes).

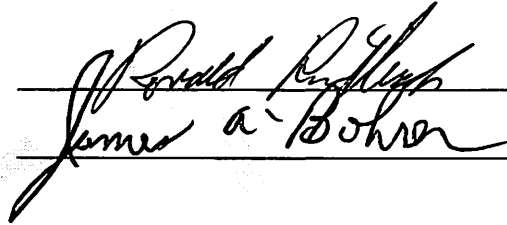
To the extent required under the Rule, the Mayor and City Clerk, or other officer of the City charged with the responsibility for issuing the Notes, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the City's Undertaking.

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 Notes in the Record Book.

Section 18. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Notes, 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 Note 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 Notes 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 Note 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.



James A. Bohren

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

Dated _____, 20__.

Approved _____, 20__.

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

Debt Service Schedule

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

(See Attached)

DRAFT

EXHIBIT E

(Form of Note)

REGISTERED	UNITED STATES OF AMERICA	DOLLARS
	STATE OF WISCONSIN	
	SHEBOYGAN COUNTY	
NO. R- _____	CITY OF SHEBOYGAN	\$ _____
	TAXABLE NOTE ANTICIPATION NOTE	

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

January 2, _____	July 2, 2018	_____ %	_____
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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 is payable at maturity. Both the principal of and interest on this Note 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 Note 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 the interest payment date (the "Record Date"). This Note is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

This Note is one of an issue of Notes aggregating the principal amount of \$8,415,000, all of which are of like tenor, except as to denomination, issued by the City pursuant to the provisions of Section 67.12(1)(b), Wisconsin Statutes, in

anticipation of the sale of general obligation promissory notes (the "Securities"), to provide interim financing for public purposes, including paying the cost of City Hall renovations and Tax Incremental District No. 18 projects (the "Project"), as authorized by a resolution adopted on June 18, 2018. Said resolution is recorded in the official minutes of the Common Council for said date.

This Note shall be payable only from (a) any proceeds of the Notes set aside for payment of interest on the Notes as it becomes due and (b) proceeds to be derived from the issuance and sale of the Securities, which proceeds have been declared to constitute a special trust fund to be held by the City Treasurer and expended solely for the payment of the principal of and interest on the Notes until paid.

The City has authorized the issuance of the Securities and has covenanted to issue the Securities in an amount sufficient to repay the Notes pursuant to said resolution. **THE NOTES ARE NOT A GENERAL OBLIGATION OF THE CITY AND DO NOT CONSTITUTE AN INDEBTEDNESS OF THE CITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION OR PROVISION NOR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER. NO LIEN IS CREATED UPON THE PROJECT OR ANY OTHER PROPERTY OF THE CITY AS A RESULT OF THE ISSUANCE OF THE NOTES.**

This Note is not subject to optional redemption.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Note have been done, have existed and have been performed in due form and time. The City has authorized and covenanted to issue and sell the Securities, the sale of which this Note anticipates, as soon as practicable and to set aside the proceeds of the Securities into a special trust fund for the payment of the principal of and interest on this Note.

This Note 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 Notes, and the City appoints another depository, upon surrender of the Note 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 Note 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 Notes after the Record Date. The Fiscal Agent and City may treat and consider the Depository in whose name this Note 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 Notes are issuable solely as negotiable, fully-registered Notes 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 Note 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 Note and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Note 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 Note in every particular, without alteration or enlargement or any change whatever.

(Authorized Officer)



Res. No. 35 - 18 - 19. By Alderpersons Rindfleisch and Bohren.
June 18, 2018.

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$8,415,000 TAXABLE GENERAL OBLIGATION PROMISSORY NOTES AND THE ISSUANCE AND SALE OF \$8,415,000 TAXABLE NOTE ANTICIPATION NOTES IN ANTICIPATION THEREOF.

WHEREAS, on May 21, 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 approximately \$25,465,000 general obligation promissory notes and note anticipation notes, in one or more series, on a tax-exempt or taxable basis, for public purposes, including paying the cost of various construction, improvement and acquisition projects set forth in the City's 2018 Capital Improvement Plan, including building repairs and renovations, street and sidewalk repair and improvements, park improvements and upgrades, and the acquisition of motor vehicles, fire engines, and other equipment, tax incremental district projects and City Hall renovations;

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

WHEREAS, cities are authorized by the provisions of Chapter 67, Wisconsin Statutes, to borrow money and issue general obligation promissory notes for such public purposes;

WHEREAS, it is the finding of the Common Council that it is necessary, desirable and in the best interest of the City to authorize the issuance of and covenant to issue general obligation promissory notes (the "Securities") to provide permanent financing for a portion of such projects;

WHEREAS, the Securities have not yet been issued or sold;

WHEREAS, cities are authorized by the provisions of Section 67.12(1)(b), Wisconsin Statutes, to issue note anticipation notes in anticipation of receiving the proceeds from the issuance and sale of the Securities;

WHEREAS, it is the finding of the Common Council that it is necessary, desirable and in the best interest of the City to authorize the issuance and sale of note anticipation notes pursuant to Section 67.12(1)(b), Wisconsin Statutes, designated "Taxable Note Anticipation Notes" (the "Notes"), in anticipation of receiving the proceeds from the

issuance and sale of the Securities, to provide interim financing for public purposes, including paying the cost of City Hall renovations and Tax Incremental District No. 18 projects (the "Project");

WHEREAS, due to certain provisions contained in the Internal Revenue Code of 1986, as amended, it is necessary to issue such Notes on a taxable rather than tax-exempt basis;

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

WHEREAS, WPFP, in consultation with the officials of the City, prepared an Official Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the details of and the bid requirements for the Notes and indicating that the Notes would be offered for public sale on June 18, 2018;

WHEREAS, the City Clerk (in consultation with WPFP) caused a form of notice of the sale to be published and/or announced and caused the Official Notice of Sale to be distributed to potential bidders offering the Notes for public sale on June 18, 2018;

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

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

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

Section 1. Authorization of Securities. The City hereby authorizes the issuance of and declares its intention and covenants to issue the Securities pursuant to the provisions of Chapter 67.12(12), Wisconsin Statutes, in an amount sufficient to retire any outstanding note anticipation notes issued for the purpose of paying the cost of the Project.

Section 2A. Ratification of the Official Notice of Sale and Offering Materials. The Common Council hereby ratifies and approves the details of

the Notes set forth in Exhibit A attached hereto as and for the details of the Notes. 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 2B. Authorization and Award of the Notes. In anticipation of the sale of the Securities, for the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.12(1)(b), Wisconsin Statutes, the principal sum of EIGHT MILLION FOUR HUNDRED FIFTEEN THOUSAND DOLLARS (\$8,415,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal of the Purchaser offering to purchase the Notes 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 Notes shall bear interest at the rates set forth on the Proposal.

Section 3. Terms of the Notes. The Notes shall be designated "Taxable Note Anticipation Notes"; shall be issued in the aggregate principal amount of \$8,415,000; shall be dated July 2, 2018; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered from R-1 and upward; and shall bear interest at the rate per annum and mature on January 2, 2019 as set forth on the schedule attached hereto as Exhibit D and incorporated herein by this reference (the "Schedule") and incorporated herein by this reference. Interest shall be payable at maturity. 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.

Section 4. Redemption Provisions. The Notes are not subject to optional redemption.

Section 5. Form of the Notes. The Notes 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 6. Security. The Notes shall in no event be a general obligation of the City and do not constitute an indebtedness of the City nor a charge against its general credit or taxing power. No lien is

created upon the Project or any other property of the City as a result of the issuance of the Notes. The Notes shall be payable only from (a) any proceeds of the Notes set aside for payment of interest on the Notes as it becomes due and (b) proceeds to be derived from the issuance and sale of the Securities, which proceeds are hereby declared to constitute a special trust fund, hereby created and established, to be held by the City Clerk or City Treasurer and expended solely for the payment of the principal of and interest on the Notes until paid. The City hereby agrees that, in the event such monies are not sufficient to pay the principal of and interest on the Notes when due, if necessary, the City will pay such deficiency out of its annual general tax levy or other available funds of the City; provided, however, that such payment shall be subject to annual budgetary appropriations therefor and any applicable levy limits; and provided further, that neither this Resolution nor any such payment shall be construed as constituting an obligation of the City to make any such appropriation or any further payments.

Section 7. 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 Note Anticipation Notes" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes 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 Notes; (ii) any proceeds of the Notes representing capitalized interest on the Notes or other funds appropriated by the City for payment of interest on the Notes, as needed to pay the interest on the Notes when due; (iii) proceeds of the Securities (or other obligations of the City issued to pay principal of or interest on the Notes); (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due and which are appropriated by the Common Council for that purpose; (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 Notes until all such principal

and interest has been paid in full and the Notes canceled; provided that such monies may be invested 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. Said account shall be used for the sole purpose of paying the principal of and interest on the Notes and shall be maintained for such purpose until the Notes are fully paid or otherwise extinguished.

(C) Remaining Monies. When all of the Notes 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 8. Covenants of the City. The City hereby covenants with the owners of the Notes as follows:

(A) It shall issue and sell the Securities as soon as practicable, as necessary to provide for payment of the Notes;

(B) It shall segregate the proceeds derived from the sale of the Securities into the special trust fund herein created and established and shall permit such special trust fund to be used for no purpose other than the payment of principal of and interest on the Notes until paid. After the payment of principal of and interest on the Notes in full, said trust fund may be used for such other purposes as the Common Council may direct in accordance with law; and,

(C) It shall maintain a debt limit capacity such that its combined outstanding principal amount of general obligation bonds or notes or certificates of indebtedness and the \$8,415,000 authorized for the issuance of the Securities to provide for the payment of the Notes shall at no time exceed its constitutional debt limit.

Section 9. Proceeds of the Notes; Segregated Borrowed Money Fund. The proceeds of the Notes (the "Note Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Notes 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 Notes. 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 Notes 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 10. Execution of the Notes; Closing; Professional Services.

The Notes 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 Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes 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 Notes 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 Notes, 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 Notes is hereby ratified and approved in all respects.

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

Section 12. Persons Treated as Owners; Transfer of Notes. The City shall cause books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in whose name any Note 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 Note 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 Note to the extent of the sum or sums so paid.

Any Note may be transferred by the registered owner thereof by surrender of the Note 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 Note or Notes 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 Note surrendered for transfer.

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

Section 13. Record Date. The 15th day of the calendar month next preceding the interest payment date shall be the record date for the Notes (the "Record Date"). Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes 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 Notes 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 Notes and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 16. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Notes, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Notes 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 Notes).

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 Notes, 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 Notes in the Record Book.

Section 18. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Notes, 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 Note 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 Notes 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 Note 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 _____, 20__.

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)

EXHIBIT B

Bid Tabulation

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

(See Attached)

EXHIBIT C

Winning Bid

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

(See Attached)

EXHIBIT D

Debt Service Schedule

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

(See Attached)

EXHIBIT E

(Form of Note)

REGISTERED UNITED STATES OF AMERICA DOLLARS
STATE OF WISCONSIN
SHEBOYGAN COUNTY
NO. R- _____ CITY OF SHEBOYGAN \$ _____
TAXABLE NOTE ANTICIPATION NOTE

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

January 2, _____ July 2, 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 is payable at maturity. Both the principal of and interest on this Note 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 Note 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 the interest payment date (the "Record Date"). This Note is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

This Note is one of an issue of Notes aggregating the principal amount of \$8,415,000, all of which are of like tenor, except as to denomination, issued by the City pursuant to the provisions of Section 67.12(1)(b), Wisconsin Statutes, in

anticipation of the sale of general obligation promissory notes (the "Securities"), to provide interim financing for public purposes, including paying the cost of City Hall renovations and Tax Incremental District No. 18 projects (the "Project"), as authorized by a resolution adopted on June 18, 2018. Said resolution is recorded in the official minutes of the Common Council for said date.

This Note shall be payable only from (a) any proceeds of the Notes set aside for payment of interest on the Notes as it becomes due and (b) proceeds to be derived from the issuance and sale of the Securities, which proceeds have been declared to constitute a special trust fund to be held by the City Treasurer and expended solely for the payment of the principal of and interest on the Notes until paid.

The City has authorized the issuance of the Securities and has covenanted to issue the Securities in an amount sufficient to repay the Notes pursuant to said resolution. **THE NOTES ARE NOT A GENERAL OBLIGATION OF THE CITY AND DO NOT CONSTITUTE AN INDEBTEDNESS OF THE CITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION OR PROVISION NOR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER. NO LIEN IS CREATED UPON THE PROJECT OR ANY OTHER PROPERTY OF THE CITY AS A RESULT OF THE ISSUANCE OF THE NOTES.**

This Note is not subject to optional redemption.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Note have been done, have existed and have been performed in due form and time. The City has authorized and covenanted to issue and sell the Securities, the sale of which this Note anticipates, as soon as practicable and to set aside the proceeds of the Securities into a special trust fund for the payment of the principal of and interest on this Note.

This Note 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 Notes, and the City appoints another depository, upon surrender of the Note 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 Note 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 Notes after the Record Date. The Fiscal Agent and City may treat and consider the Depository in whose name this Note 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 Notes are issuable solely as negotiable, fully-registered Notes 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 Note 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 Note and all rights thereunder and hereby irrevocably constitutes and appoints _____,
Legal Representative, to transfer said Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

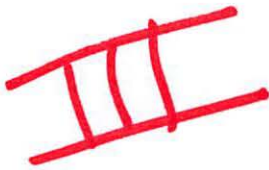
Signature Guaranteed:

(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 Note in every particular, without alteration or enlargement or any change whatever.

(Authorized Officer)



Res. No. 36 - 18 - 19. By Alderpersons Rindfleisch and Bohren.
June 18, 2018.

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$10,490,000 GENERAL OBLIGATION PROMISSORY NOTES AND THE ISSUANCE AND SALE OF \$10,490,000 NOTE ANTICIPATION NOTES IN ANTICIPATION THEREOF.

WHEREAS, on May 21, 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 approximately \$25,465,000 general obligation promissory notes and note anticipation notes, in one or more series, on a tax-exempt or taxable basis, for public purposes, including paying the cost of various construction, improvement and acquisition projects set forth in the City's 2018 Capital Improvement Plan, including building repairs and renovations, street and sidewalk repair and improvements, park improvements and upgrades, and the acquisition of motor vehicles, fire engines, and other equipment, tax incremental district projects and City Hall renovations;

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

WHEREAS, cities are authorized by the provisions of Chapter 67, Wisconsin Statutes, to borrow money and issue general obligation promissory notes for such public purposes;

WHEREAS, it is the finding of the Common Council that it is necessary, desirable and in the best interest of the City to authorize the issuance of and covenant to issue general obligation promissory notes (the "Securities") to provide permanent financing for a portion of such projects;

WHEREAS, the Securities have not yet been issued or sold;

WHEREAS, cities are authorized by the provisions of Section 67.12(1)(b), Wisconsin Statutes, to issue note anticipation notes in anticipation of receiving the proceeds from the issuance and sale of the Securities;

WHEREAS, it is the finding of the Common Council that it is necessary, desirable and in the best interest of the City to authorize the issuance and sale of note anticipation notes pursuant to Section 67.12(1)(b), Wisconsin Statutes, designated "Note Anticipation Notes" (the "Notes"), in anticipation of receiving the proceeds from the issuance and sale of the Securities, to provide interim financing for public purposes, including paying the cost of Tax Incremental District No. 18 projects (the "Project");

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

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 Notes and indicating that the Notes would be offered for public sale on June 18, 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 Notes for public sale on June 18, 2018;

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

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by the financial institution listed first on the Bid Tabulation fully complies with the bid requirements set forth in the Official Notice of Sale and is deemed to be the most advantageous to the City. 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. Authorization of Securities. The City hereby authorizes the issuance of and declares its intention and covenants to issue the Securities pursuant to the provisions of Chapter 67.12(12), Wisconsin Statutes, in an amount sufficient to retire any outstanding note anticipation notes issued for the purpose of paying the cost of the Project.

Section 2A. Ratification of the Official Notice of Sale and Offering Materials. The Common Council hereby ratifies and approves the details of the Notes set forth in Exhibit A attached hereto as and for the details of the Notes. 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 2B. Authorization and Award of the Notes. In anticipation of the sale of the Securities, for the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.12(1)(b), Wisconsin Statutes, the principal sum of TEN MILLION FOUR HUNDRED NINETY THOUSAND DOLLARS (\$10,490,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal of the Purchaser offering to purchase the Notes 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 Notes shall bear interest at the rates set forth on the Proposal.

Section 3. Terms of the Notes. The Notes shall be designated "Note Anticipation Notes"; shall be issued in the aggregate principal amount of \$10,490,000; shall be dated July 2, 2018; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1; and shall bear interest at the rate per annum and mature on June 1, 2023 as set forth on the schedule attached hereto as Exhibit D and incorporated herein by this reference (the "Schedule") and incorporated herein by this reference. Interest shall be payable semi-annually on June 1 and December 1 of each year commencing on December 1, 2018. 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.

Section 4. Redemption Provisions. The Notes are subject to redemption prior to maturity, at the option of the City, on June 1, 2021 or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

Section 5. Form of the Notes. The Notes 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 6. Security. The Notes shall in no event be a general obligation of the City and do not constitute an indebtedness of the City nor a charge against its general credit or taxing power. No lien is created upon the Project or any other property of the City as a result of the issuance of the Notes. The Notes shall be payable only from (a) any proceeds of the Notes set aside for payment of interest on the Notes as it becomes due and (b) proceeds to be derived from the issuance and sale of the Securities, which proceeds are hereby declared to constitute a special trust fund, hereby created and established, to be held by the City Clerk or City Treasurer and expended solely for the payment of the principal of and interest on the Notes until paid. The City hereby agrees that, in the event such monies are not sufficient to pay the principal of and interest on the Notes when due, if necessary, the City will pay such deficiency out of its annual general tax levy or other available funds of the City; provided, however, that such payment shall be subject to annual budgetary appropriations therefor and any applicable levy limits; and provided further, that neither this Resolution nor any such payment shall be construed as constituting an obligation of the City to make any such appropriation or any further payments.

Section 7. 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 Note Anticipation Notes" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes 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 Notes; (ii) any proceeds of the Notes representing capitalized interest on the Notes or other funds appropriated by the City for payment of interest on the Notes, as needed to pay the interest on the Notes when due; (iii) proceeds of the Securities (or other obligations of the City issued to pay principal of or interest on the Notes); (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due and which are appropriated by the Common Council for that purpose; (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 Notes until all such principal and interest has been paid in full and the Notes canceled; provided that such monies may be invested 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. Said account shall be used for the sole purpose of paying the principal of and interest on the Notes and shall be maintained for such purpose until the Notes are fully paid or otherwise extinguished, and shall at all times be invested in a manner that conforms 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 Notes 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 8. Covenants of the City. The City hereby covenants with the owners of the Notes as follows:

(A) It shall issue and sell the Securities as soon as practicable, as necessary to provide for payment of the Notes;

(B) It shall segregate the proceeds derived from the sale of the Securities into the special trust fund herein created and established and shall permit such special trust fund to be used for no purpose other than the payment of principal of and interest on the Notes until paid. After the payment of principal of and interest on the Notes in full, said trust fund may be used for such other purposes as the Common Council may direct in accordance with law; and,

(C) It shall maintain a debt limit capacity such that its combined outstanding principal amount of general obligation bonds or notes or certificates of indebtedness and the \$10,490,000 authorized for the issuance of the Securities to provide for the payment of the Notes shall at no time exceed its constitutional debt limit.

Section 9. Proceeds of the Notes; Segregated Borrowed Money Fund.

The proceeds of the Notes (the "Note Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Notes 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 Notes. 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 Notes 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 10. 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 Notes 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 Notes, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Notes to the Purchaser which will permit the conclusion that the Notes are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 11. Compliance with Federal Tax Laws. (a) The City represents and covenants that the projects financed by the Notes and the ownership, management and use of the projects will not cause the Notes 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 Notes 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 Notes) if taking, permitting or omitting to take such action would cause any of the Notes to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Notes 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 Notes 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 Notes provided that in meeting such requirements the City will do so only to the extent consistent with the proceedings authorizing the Notes 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 12. Execution of the Notes; Closing; Professional Services.

The Notes 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 Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes 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 Notes 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 Notes, 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 Notes is hereby ratified and approved in all respects.

Section 13. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by the City Clerk or the City Treasurer (the "Fiscal Agent").

Section 14. Persons Treated as Owners; Transfer of Notes. The City shall cause books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in whose name any Note 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 Note 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 Note to the extent of the sum or sums so paid.

Any Note may be transferred by the registered owner thereof by surrender of the Note 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 Note or Notes 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 Note surrendered for transfer.

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

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

Section 16. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Notes 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 17. Official Statement. The Common Council hereby approves the Preliminary Official Statement with respect to the Notes 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 18. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Notes, 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 Notes 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 Notes).

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 Notes, 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 19. 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 Notes in the Record Book.

Section 20. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Notes, 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 Note 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 Notes 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 Note provided herein.

Section 21. 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 _____, 20__.

Dated _____, 20__, _____, City Clerk

Approved _____, 20__, _____, Mayor

(SEAL)

EXHIBIT A

Official Notice of Sale

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

(See Attached)

EXHIBIT B

Bid Tabulation

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

(See Attached)

EXHIBIT C

Winning Bid

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

(See Attached)

EXHIBIT D

Debt Service Schedule

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

(See Attached)

EXHIBIT E

(Form of Note)

REGISTERED UNITED STATES OF AMERICA DOLLARS
STATE OF WISCONSIN
SHEBOYGAN COUNTY
NO. R-____ CITY OF SHEBOYGAN \$_____
NOTE ANTICIPATION NOTE

MATURITY DATE: ORIGINAL DATE OF INTEREST RATE: CUSIP:
ISSUE:
June 1, _____ July 2, 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 December 1, 2018 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note 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 Note 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 Note is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

This Note is one of an issue of Notes aggregating the principal amount of \$10,490,000, all of which are of like tenor, except as to denomination, issued by the City pursuant to the provisions of Section 67.12(1)(b), Wisconsin Statutes, in anticipation of the sale of general obligation promissory notes (the "Securities"), to provide interim financing for public purposes, including paying the cost of Tax Incremental District No. 18 projects (the "Project"), as authorized by a resolution adopted on June 18, 2018. Said resolution is recorded in the official minutes of the Common Council for said date.

This Note shall be payable only from (a) any proceeds of the Notes set aside for payment of interest on the Notes as it becomes due and (b) proceeds to be derived from the issuance and sale of the Securities, which proceeds have been declared to constitute a special trust fund to be held by the City Treasurer and expended solely for the payment of the principal of and interest on the Notes until paid.

The City has authorized the issuance of the Securities and has covenanted to issue the Securities in an amount sufficient to repay the Notes pursuant to said resolution. **THE NOTES ARE NOT A GENERAL OBLIGATION OF THE CITY AND DO NOT CONSTITUTE AN INDEBTEDNESS OF THE CITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION OR PROVISION NOR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER. NO LIEN IS CREATED UPON THE PROJECT OR ANY OTHER PROPERTY OF THE CITY AS A RESULT OF THE ISSUANCE OF THE NOTES.**

The Notes are subject to redemption prior to maturity, at the option of the City, on June 1, 2021 or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

In the event the Notes are redeemed prior to maturity, as long as the Notes 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 Notes of a maturity are to be called for redemption, the Notes 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 Notes 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 Notes 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 Notes 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 Note have been done, have existed and have been performed in due form and time. The City has authorized and covenanted to issue and sell the Securities, the sale of which this Note anticipates, as soon as practicable and to set aside the proceeds of the Securities into a special trust fund for the payment of the principal of and interest on this Note.

This Note 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 Notes, and the City appoints another depository, upon surrender of the Note 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 Note 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 Notes (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 Notes, or (iii) with respect to any particular Note, after such Note has been called for redemption. The Fiscal Agent and City may treat and consider the Depository in whose name this Note 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

Notes are issuable solely as negotiable, fully-registered Notes 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 Note 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 Note and all rights thereunder and hereby irrevocably constitutes and appoints _____,
Legal Representative, to transfer said Note 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 Note in every particular, without alteration or enlargement or any change whatever.

(Authorized Officer)

VIII

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

Your Committee to whom was referred Res. No. 36-18-19 by Alderpersons Rindfleisch and Bohren authorizing the issuance of \$10,570,000 General Obligation Promissory Notes and the issuance and sale of \$10,570,000 Note Anticipation Notes in anticipation thereof; recommends passing the Resolution.

mlg

_____ 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

43

Res. No. 36- 18 - 19. By Alderpersons Rindfleisch and Bohren.
June 4, 2018.

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$10,570,000* GENERAL OBLIGATION PROMISSORY NOTES AND THE ISSUANCE AND SALE OF \$10,570,000* NOTE ANTICIPATION NOTES IN ANTICIPATION THEREOF.

WHEREAS, on May 21, 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 approximately \$25,465,000 general obligation promissory notes and note anticipation notes, in one or more series, on a tax-exempt or taxable basis, for public purposes, including paying the cost of various construction, improvement and acquisition projects set forth in the City's 2018 Capital Improvement Plan, including building repairs and renovations, street and sidewalk repair and improvements, park improvements and upgrades, and the acquisition of motor vehicles, fire engines, and other equipment, tax incremental district projects and City Hall renovations;

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

WHEREAS, cities are authorized by the provisions of Chapter 67, Wisconsin Statutes, to borrow money and issue general obligation promissory notes for such public purposes;

WHEREAS, it is the finding of the Common Council that it is necessary, desirable and in the best interest of the City to authorize the issuance of and covenant to issue general obligation promissory notes (the "Securities") to provide permanent financing for a portion of such projects;

WHEREAS, the Securities have not yet been issued or sold;

WHEREAS, cities are authorized by the provisions of Section 67.12(1)(b), Wisconsin Statutes, to issue note anticipation notes in anticipation of receiving the proceeds from the issuance and sale of the Securities;

WHEREAS, it is the finding of the Common Council that it is necessary, desirable and in the best interest of the City to authorize the

*Preliminary, subject to change.

Francis Personnel

issuance and sale of note anticipation notes pursuant to Section 67.12(1)(b), Wisconsin Statutes, designated "Note Anticipation Notes" (the "Notes"), in anticipation of receiving the proceeds from the issuance and sale of the Securities, to provide interim financing for public purposes, including paying the cost of Tax Incremental District No. 18 projects (the "Project");

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

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 Notes and indicating that the Notes would be offered for public sale on June 18, 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 Notes for public sale on June 18, 2018;

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

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by the financial institution listed first on the Bid Tabulation fully complies with the bid requirements set forth in the Official Notice of Sale and is deemed to be the most advantageous to the City. 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. Authorization of Securities. The City hereby authorizes the issuance of and declares its intention and covenants to issue the Securities pursuant to the provisions of Chapter 67.12(12), Wisconsin Statutes, in an amount sufficient to retire any outstanding note anticipation notes issued for the purpose of paying the cost of the Project.

Section 2A. Ratification of the Official Notice of Sale and Offering Materials. The Common Council hereby ratifies and approves the details of the Notes set forth in Exhibit A attached hereto as and for the details of

the Notes. 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 2B. Authorization and Award of the Notes. In anticipation of the sale of the Securities, for the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.12(1)(b), Wisconsin Statutes, the principal sum of TEN MILLION FIVE HUNDRED SEVENTY THOUSAND DOLLARS (\$10,570,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal of the Purchaser offering to purchase the Notes 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 Notes shall bear interest at the rates set forth on the Proposal.

Section 3. Terms of the Notes. The Notes shall be designated "Note Anticipation Notes"; shall be issued in the aggregate principal amount of \$10,570,000; shall be dated July 2, 2018; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1; and shall bear interest at the rate per annum and mature on June 1, 2023 as set forth on the schedule attached hereto as Exhibit D and incorporated herein by this reference (the "Schedule") and incorporated herein by this reference. Interest shall be payable semi-annually on June 1 and December 1 of each year commencing on December 1, 2018. 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.

Section 4. Redemption Provisions. The Notes are subject to redemption prior to maturity, at the option of the City, on June 1, 2021 or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

Section 5. Form of the Notes. The Notes 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 6. Security. The Notes shall in no event be a general obligation of the City and do not constitute an indebtedness of the City nor a charge against its general credit or taxing power. No lien is created upon the Project or any other property of the City as a result of the issuance of the Notes. The Notes shall be payable only from (a) any proceeds of the Notes set aside for payment of interest on the Notes as it becomes due and (b) proceeds to be derived from the issuance and sale of the Securities, which proceeds are hereby declared to constitute a special trust fund, hereby created and established, to be held by the City Clerk or City Treasurer and expended solely for the payment of the principal of and interest on the Notes until paid. The City hereby agrees that, in the event such monies are not sufficient to pay the principal of and interest on the Notes when due, if necessary, the City will pay such deficiency out of its annual general tax levy or other available funds of the City; provided, however, that such payment shall be subject to annual budgetary appropriations therefor and any applicable levy limits; and provided further, that neither this Resolution nor any such payment shall be construed as constituting an obligation of the City to make any such appropriation or any further payments.

Section 7. 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 Note Anticipation Notes" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes 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 Notes; (ii) any proceeds of the Notes representing capitalized interest on the Notes or other funds appropriated by the City for payment of interest on the Notes, as needed to pay the interest on the Notes when due; (iii) proceeds of the Securities (or other obligations of the City issued to pay principal of or interest on the Notes); (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due and which are appropriated by the Common Council for that purpose; (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 Notes until all such principal and interest has been paid in full and the Notes canceled; provided that such monies may be invested 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. Said account shall be used for the sole purpose of paying the principal of and interest on the Notes and shall be maintained for such purpose until the Notes are fully paid or otherwise extinguished, and shall at all times be invested in a manner that conforms 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 Notes 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 8. Covenants of the City. The City hereby covenants with the owners of the Notes as follows:

(A) It shall issue and sell the Securities as soon as practicable, as necessary to provide for payment of the Notes;

(B) It shall segregate the proceeds derived from the sale of the Securities into the special trust fund herein created and established and shall permit such special trust fund to be used for no purpose other than the payment of principal of and interest on the Notes until paid. After the payment of principal of and interest on the Notes in full, said trust fund may be used for such other purposes as the Common Council may direct in accordance with law; and,

(C) It shall maintain a debt limit capacity such that its combined outstanding principal amount of general obligation bonds or notes or certificates of indebtedness and the \$10,570,000 authorized for the issuance of the Securities to provide for the payment of the Notes shall at no time exceed its constitutional debt limit.

Section 9. Proceeds of the Notes; Segregated Borrowed Money Fund. The proceeds of the Notes (the "Note Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Notes 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 Notes. 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 Notes 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 10. 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 Notes 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 Notes, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Notes to the Purchaser which will permit the conclusion that the Notes are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 11. Compliance with Federal Tax Laws. (a) The City represents and covenants that the projects financed by the Notes and the ownership, management and use of the projects will not cause the Notes 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 Notes 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 Notes) if taking, permitting or omitting to take such action would cause any of the Notes to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Notes 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 Notes 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 Notes provided that in meeting such requirements the City will do so only to the extent consistent with the proceedings authorizing the Notes 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 12. Execution of the Notes; Closing; Professional Services.

The Notes 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 Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes 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 Notes 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 Notes, 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 Notes is hereby ratified and approved in all respects.

Section 13. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by the City Clerk or the City Treasurer (the "Fiscal Agent").

Section 14. Persons Treated as Owners; Transfer of Notes. The City shall cause books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in whose name any Note 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 Note 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 Note to the extent of the sum or sums so paid.

Any Note may be transferred by the registered owner thereof by surrender of the Note 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 Note or Notes 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 Note surrendered for transfer.

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

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

Section 16. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Notes 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 17. Official Statement. The Common Council hereby approves the Preliminary Official Statement with respect to the Notes 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 18. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Notes, 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 Notes 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 Notes).

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 Notes, 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 19. 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 Notes in the Record Book.

Section 20. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Notes, 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 Note 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 Notes 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 Note provided herein.

Section 21. 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.

Ronald R. Pfeiffer
James A. Bohrer

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

Dated _____, 20__. _____, City Clerk

Approved _____, 20__. _____, Mayor

(SEAL)

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

Debt Service Schedule

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

(See Attached)

DRAFT

EXHIBIT E

(Form of Note)

REGISTERED UNITED STATES OF AMERICA DOLLARS
STATE OF WISCONSIN
SHEBOYGAN COUNTY
NO. R- _____ CITY OF SHEBOYGAN \$ _____
NOTE ANTICIPATION NOTE

MATURITY DATE: ORIGINAL DATE OF INTEREST RATE: CUSIP:
ISSUE:
June 1, _____ July 2, 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 December 1, 2018 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note 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 Note 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 Note is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

This Note is one of an issue of Notes aggregating the principal amount of \$10,570,000, all of which are of like tenor, except as to denomination, issued by the City pursuant to the provisions of Section 67.12(1)(b), Wisconsin Statutes, in anticipation of the sale of general obligation promissory notes (the "Securities"), to provide interim financing for public purposes, including paying the cost of Tax Incremental District No. 18 projects (the "Project"), as authorized by a resolution adopted on June 18, 2018. Said resolution is recorded in the official minutes of the Common Council for said date.

This Note shall be payable only from (a) any proceeds of the Notes set aside for payment of interest on the Notes as it becomes due and (b) proceeds to be derived from the issuance and sale of the Securities, which proceeds have been declared to constitute a special trust fund to be held by the City Treasurer and expended solely for the payment of the principal of and interest on the Notes until paid.

The City has authorized the issuance of the Securities and has covenanted to issue the Securities in an amount sufficient to repay the Notes pursuant to said resolution. **THE NOTES ARE NOT A GENERAL OBLIGATION OF THE CITY AND DO NOT CONSTITUTE AN INDEBTEDNESS OF THE CITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION OR PROVISION NOR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER. NO LIEN IS CREATED UPON THE PROJECT OR ANY OTHER PROPERTY OF THE CITY AS A RESULT OF THE ISSUANCE OF THE NOTES.**

The Notes are subject to redemption prior to maturity, at the option of the City, on June 1, 2021 or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

In the event the Notes are redeemed prior to maturity, as long as the Notes 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 Notes of a maturity are to be called for redemption, the Notes 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 Notes 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 Notes 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 Notes 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 Note have been done, have existed and have been performed in due form and time. The City has authorized and covenanted to issue and sell the Securities, the sale of which this Note anticipates, as soon as practicable and to set aside the proceeds of the Securities into a special trust fund for the payment of the principal of and interest on this Note.

This Note 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 Notes, and the City appoints another depository, upon surrender of the Note 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 Note 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 Notes (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 Notes, or (iii) with respect to any particular Note, after such Note has been called for redemption. The Fiscal Agent and City may treat and consider the Depository in whose name this Note 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

Notes are issuable solely as negotiable, fully-registered Notes 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 Note 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 Note and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Note 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 Note in every particular, without alteration or enlargement or any change whatever.

(Authorized Officer)



Res. No. 37 - 18 - 19. By Alderpersons Rindfleisch and Bohren.
June 18, 2018.

A RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF \$6,335,000 GENERAL OBLIGATION PROMISSORY NOTES.

WHEREAS, on May 21, 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 approximately \$25,465,000 general obligation promissory notes and note anticipation notes, in one or more series, on a tax-exempt or taxable basis, for public purposes, including paying the cost of various construction, improvement and acquisition projects set forth in the City's 2018 Capital Improvement Plan, including building repairs and renovations, street and sidewalk repair and improvements, park improvements and upgrades, and the acquisition of motor vehicles, fire engines, and other equipment, tax incremental district projects and City Hall renovations;

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

WHEREAS, the City is authorized by the provisions of Section 67.12(12), Wisconsin Statutes, to borrow money and issue general obligation promissory notes for such public purposes;

WHEREAS, it is the finding of the Common Council that it is necessary, desirable and in the best interest of the City to authorize the issuance and sale of general obligation promissory notes pursuant to Section 67.12(12), Wisconsin Statutes, designated "General Obligation Promissory Notes" (the "Notes") for public purposes, including paying the cost of various construction, improvement and acquisition projects set forth in the City's 2018 Capital Improvement Plan, including building repairs and renovations, street and sidewalk repair and improvements, park improvements and upgrades, and the acquisition of motor vehicles, fire engines, and other equipment, and Tax Incremental District No. 14 and Tax Incremental District No. 16 projects (the "Project");

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

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 Notes and indicating that the Notes would be offered for public sale on June 18, 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 Notes for public sale on June 18, 2018;

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

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by the financial institution listed first on the Bid Tabulation fully complies with the bid requirements set forth in the Official Notice of Sale and is deemed to be the most advantageous to the City. 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 Notes set forth in Exhibit A attached hereto as and for the details of the Notes. 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 Notes. For the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.12(12), Wisconsin Statutes, the principal sum of SIX MILLION THREE HUNDRED THIRTY-FIVE THOUSAND DOLLARS (\$6,335,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal of the Purchaser offering to purchase the Notes 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 Notes shall bear interest at the rates set forth on the Proposal.

Section 2. Terms of the Notes. The Notes shall be designated "General Obligation Promissory Notes"; shall be issued in the aggregate principal amount of \$6,335,000; shall be dated July 2, 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 payments due on the Notes 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 Notes maturing on December 1, 2026 and thereafter are subject to redemption prior to maturity, at the option of the City, on December 1, 2025 or on any date thereafter. Said Notes 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 Notes. The Notes 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 Notes 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 2026 for payments due in the years 2019 through 2027 in the amounts set forth on the Schedule.

(B) Tax Collection. So long as any part of the principal of or interest on the Notes 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 Notes, 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 Notes 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 Promissory Notes" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes 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 Notes; (ii) any premium which may be received by the City above the par value of the Notes 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 Notes when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes 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 Notes until all such principal and interest has been paid in full and the Notes canceled; provided (i) the funds to provide for each payment of principal of and interest on the Notes 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 Notes may be used to reduce the next succeeding tax levy, or may, at the option of the City, be

invested by purchasing the Notes 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 Notes 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 Notes; Segregated Borrowed Money Fund. The proceeds of the Notes (the "Note Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Notes 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 Notes. 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 Notes 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 Notes 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 Notes, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Notes to the Purchaser which will permit the conclusion that the Notes 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 Notes and the ownership, management and use of the projects will not cause the Notes 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 Notes 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 Notes) if taking, permitting or omitting to take such action would cause any of the Notes to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Notes 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 Notes 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 Notes provided that in meeting such requirements the City will do so only to the extent consistent with the proceedings authorizing the Notes 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 Notes; Closing; Professional Services. The Notes 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 Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes 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 Notes 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 Notes, 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 Notes is hereby ratified and approved in all respects.

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

Section 12. Persons Treated as Owners; Transfer of Notes. The City shall cause books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in whose name any Note 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 Note 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 Note to the extent of the sum or sums so paid.

Any Note may be transferred by the registered owner thereof by surrender of the Note 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 Note or Notes 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 Note surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Note or Notes 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 Notes (the "Record Date"). Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes 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 Notes 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 Notes and deems the Preliminary Official Statement as "final" as of its date for purposes of

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

Section 16. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Notes, 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 Notes 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 Notes).

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 Notes, 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 Notes in the Record Book.

Section 18. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Notes, 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 Note 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 Notes 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 Note 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 _____, 20__.

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)

EXHIBIT B

Bid Tabulation

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

(See Attached)

EXHIBIT C

Winning Bid

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

(See Attached)

EXHIBIT D-1

Pricing Summary

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

(See Attached)

EXHIBIT D-2

Debt Service Schedule and Irrepealable Tax Levies

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

(See Attached)

EXHIBIT E

(Form of Note)

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

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

December 1, _____ July 2, 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 Note 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 Note 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 Note is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Note 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 Note is one of an issue of Notes aggregating the principal amount of \$6,335,000, 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 67.12(12), Wisconsin Statutes, for public purposes including paying the cost of various construction, improvement and acquisition projects set forth in the City's 2018 Capital Improvement Plan, including building repairs and renovations, street and sidewalk repair and improvements, park improvements and upgrades, and the acquisition of motor vehicles, fire engines, and other equipment, tax incremental district projects and City Hall renovations, as authorized by a resolution adopted on June 18, 2018. Said resolution is recorded in the official minutes of the Common Council for said date.

The Notes maturing on December 1, 2026 and thereafter are subject to redemption prior to maturity, at the option of the City, on December 1, 2025 or on any date thereafter. Said Notes 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 Notes are redeemed prior to maturity, as long as the Notes 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 Notes of a maturity are to be called for redemption, the Notes 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 Notes 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 Notes 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 Notes 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 Note have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the City, including this Note 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 Note, together with the interest thereon, when and as payable.

This Note 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 Notes, and the City appoints another depository, upon surrender of the Note 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 Note 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 Notes (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 Notes, or (iii) with respect to any particular Note, after such Note has been called for redemption. The Fiscal Agent and City may treat and consider the Depository in whose name this Note 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 Notes are issuable solely as negotiable, fully-registered Notes 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 Note 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 Note and all rights thereunder and hereby irrevocably constitutes and appoints _____,
Legal Representative, to transfer said Note 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 Note in every particular, without alteration or enlargement or any change whatever.

(Authorized Officer)

VIII

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

Your Committee to whom was referred Res. No. 37-18-19 by Alderpersons Rindfleisch and Bohren authorizing the issuance and sale of \$6,335,000 General Obligation Promissory Notes; recommends passing the Resolution.

ref

_____ Committee

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

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor

III
Res. No. 37 - 18 - 19.

44
By Alderpersons Rindfleisch and Bohren.
June 4, 2018.

A RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF \$6,335,000 GENERAL OBLIGATION PROMISSORY NOTES.

WHEREAS, on May 21, 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 approximately \$25,465,000 general obligation promissory notes and note anticipation notes, in one or more series, on a tax-exempt or taxable basis, for public purposes, including paying the cost of various construction, improvement and acquisition projects set forth in the City's 2018 Capital Improvement Plan, including building repairs and renovations, street and sidewalk repair and improvements, park improvements and upgrades, and the acquisition of motor vehicles, fire engines, and other equipment, tax incremental district projects and City Hall renovations;

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

WHEREAS, the City is authorized by the provisions of Section 67.12(12), Wisconsin Statutes, to borrow money and issue general obligation promissory notes for such public purposes;

WHEREAS, it is the finding of the Common Council that it is necessary, desirable and in the best interest of the City to authorize the issuance and sale of general obligation promissory notes pursuant to Section 67.12(12), Wisconsin Statutes, designated "General Obligation Promissory Notes" (the "Notes") for public purposes, including paying the cost of various construction, improvement and acquisition projects set forth in the City's 2018 Capital Improvement Plan, including building repairs and renovations, street and sidewalk repair and improvements, park improvements and upgrades, and the acquisition of motor vehicles, fire engines, and other equipment, and Tax Incremental District No. 14 and Tax Incremental District No. 16 projects (the "Project");

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

WHEREAS, WPFP, in consultation with the officials of the City, prepared an Official Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the

Finance
& Personnel

details of and the bid requirements for the Notes and indicating that the Notes would be offered for public sale on June 18, 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 Notes for public sale on June 18, 2018;

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

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by the financial institution listed first on the Bid Tabulation fully complies with the bid requirements set forth in the Official Notice of Sale and is deemed to be the most advantageous to the City. 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 Notes set forth in Exhibit A attached hereto as and for the details of the Notes. 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 Notes. For the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.12(12), Wisconsin Statutes, the principal sum of SIX MILLION THREE HUNDRED THIRTY-FIVE THOUSAND DOLLARS (\$6,335,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal of the Purchaser offering to purchase the Notes 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 Notes shall bear interest at the rates set forth on the Proposal.

Section 2. Terms of the Notes. The Notes shall be designated "General Obligation Promissory Notes"; shall be issued in the aggregate principal amount of \$6,335,000; shall be dated July 2, 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 payments due on the Notes 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 Notes maturing on December 1, 2026 and thereafter are subject to redemption prior to maturity, at the option of the City, on December 1, 2025 or on any date thereafter. Said Notes 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 Notes. The Notes 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 Notes 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 2026 for payments due in the years 2019 through 2027 in the amounts set forth on the Schedule.

(B) Tax Collection. So long as any part of the principal of or interest on the Notes 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 Notes, 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 Notes 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 Promissory Notes" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes 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 Notes; (ii) any premium which may be received by the City above the par value of the Notes 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 Notes when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes 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 Notes until all such principal and interest has been paid in full and the Notes canceled; provided (i) the funds to provide for each payment of principal of and interest on the Notes 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 Notes may be used to reduce the next succeeding tax levy, or may, at the option of the City, be

invested by purchasing the Notes 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 Notes 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 Notes; Segregated Borrowed Money Fund. The proceeds of the Notes (the "Note Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Notes 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 Notes. 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 Notes 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 Notes 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 Notes, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Notes to the Purchaser which will permit the conclusion that the Notes 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 Notes and the ownership, management and use of the projects will not cause the Notes 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 Notes 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 Notes) if taking, permitting or omitting to take such action would cause any of the Notes to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Notes 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 Notes 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 Notes provided that in meeting such requirements the City will do so only to the extent consistent with the proceedings authorizing the Notes 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 Notes; Closing; Professional Services.

The Notes 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 Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes 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 Notes 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 Notes, 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 Notes is hereby ratified and approved in all respects.

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

Section 12. Persons Treated as Owners; Transfer of Notes. The City shall cause books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in whose name any Note 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 Note 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 Note to the extent of the sum or sums so paid.

Any Note may be transferred by the registered owner thereof by surrender of the Note 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 Note or Notes 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 Note surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Note or Notes 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 Notes (the "Record Date"). Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes 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 Notes 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 Notes and deems the Preliminary Official Statement as "final" as of its date for purposes of

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

Section 16. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Notes, 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 Notes 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 Notes).

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 Notes, 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 Notes in the Record Book.

Section 18. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Notes, 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 Note 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 Notes 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 Note 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.

Ronald Rindfleisch
James A. Bohre

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

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 Note)

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

MATURITY DATE: ORIGINAL DATE OF INTEREST RATE: CUSIP:
ISSUE:
December 1, _____ July 2, 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 Note 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 Note 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 Note is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Note 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 Note is one of an issue of Notes aggregating the principal amount of \$6,335,000, 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 67.12(12), Wisconsin Statutes, for public purposes including paying the cost of various construction, improvement and acquisition projects set forth in the City's 2018 Capital Improvement Plan, including building repairs and renovations, street and sidewalk repair and improvements, park improvements and upgrades, and the acquisition of motor vehicles, fire engines, and other equipment, tax incremental district projects and City Hall renovations, as authorized by a resolution adopted on June 18, 2018. Said resolution is recorded in the official minutes of the Common Council for said date.

The Notes maturing on December 1, 2026 and thereafter are subject to redemption prior to maturity, at the option of the City, on December 1, 2025 or on any date thereafter. Said Notes 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 Notes are redeemed prior to maturity, as long as the Notes 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 Notes of a maturity are to be called for redemption, the Notes 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 Notes 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 Notes 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 Notes 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 Note have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the City, including this Note 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 Note, together with the interest thereon, when and as payable.

This Note 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 Notes, and the City appoints another depository, upon surrender of the Note 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 Note 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 Notes (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 Notes, or (iii) with respect to any particular Note, after such Note has been called for redemption. The Fiscal Agent and City may treat and consider the Depository in whose name this Note 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 Notes are issuable solely as negotiable, fully-registered Notes 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 Note 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 Note and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Note 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 Note in every particular, without alteration or enlargement or any change whatever.

(Authorized Officer)

~~VI~~

4.1

Res. No. 34 - 18 - 19.

By Alderpersons Donohue and Rindfleisch.
June 4, 2018.

A RESOLUTION authorizing execution of the Agreement for Transit Service Between the City of Sheboygan and the Sheboygan Area School District for the provision of public transit services.

WHEREAS, the Transit Commission approved the terms and conditions of the Agreement for Transit Service at the Transit Commission meeting on May 31, 2018.

RESOLVED: That the City of Sheboygan hereby approves the terms and conditions of the Agreement for Transit Services Between the City of Sheboygan and the Sheboygan Area School District, in form substantially similar to the document attached hereto.

BE IT FURTHER RESOLVED: That the Mayor and City Clerk are hereby authorized to sign the Agreement on behalf of the City of Sheboygan.

Laysman approve

Wynne Dowla

Ronald 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

**AGREEMENT FOR TRANSIT SERVICE
BETWEEN THE CITY OF SHEBOYGAN AND THE SHEBOYGAN AREA SCHOOL DISTRICT**

THIS AGREEMENT, made by and between the City of Sheboygan, a municipal corporation of the State of Wisconsin, with principal offices located at 828 Center Avenue, Sheboygan, Wisconsin, hereafter referred to as SHEBOYGAN; and the Sheboygan Area School District, a Wisconsin public school district with principal offices located at 830 Virginia Ave, Sheboygan, Wisconsin, hereinafter referred to as SASD;

WITNESSETH:

WHEREAS, SHEBOYGAN currently owns and operates a transit system, providing service in the Sheboygan metropolitan area; and

WHEREAS, SHEBOYGAN has established a transit commission (hereinafter referred to as COMMISSION) pursuant to § 66.1021, Wis. Stats., which commission is responsible for the maintenance and operation of SHEBOYGAN's comprehensive, unified local transportation system (hereinafter referred to as SHORELINE METRO); and

WHEREAS, both the Federal Transportation Administration of the U.S. Department of Transportation and the State of Wisconsin Department of Transportation assist in the subsidization of the operating deficit under formula grant programs; and

WHEREAS, SASD seeks to contract with SHEBOYGAN for the provision of public transit services from SHEBOYGAN for SASD; and

WHEREAS, the purpose of this agreement is to set forth the terms and conditions under which transit service is to be provided by SHEBOYGAN to SASD.

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES & SERVICE LEVEL

During the term of this agreement, SHORELINE METRO shall operate regularly scheduled fixed route bus service for SASD students as described in Attachment A. Any changes to the level of bus service as described in Attachment A will require the prior approval of the COMMISSION and the appropriate legislative body of SASD. Such changes in service levels may require a corresponding adjustment in the percentage share of the Local Match for services to SASD. This agreement does not constitute an agreement for additional services such as charter or private event transportation services for SASD.

2. FARE STRUCTURE

During the term of this agreement, the COMMISSION shall be solely responsible for setting bus fares.

3. DESIGNATION OF RESPONSIBILITY

SHEBOYGAN designates SHORELINE METRO as the provider of the services set forth in this agreement.

4. PAYMENT SCHEDULE

SASD agrees to pay SHEBOYGAN an amount equal to its proportionate share of projected annual net operating deficit incurred by SHORELINE METRO. SASD agrees to make quarterly payments in four equal amounts during the calendar year. SHEBOYGAN shall invoice SASD for such payments.

SHEBOYGAN may assess a penalty for payments that are not made within 30-days of invoice date equivalent to 1% of the payment amount.

5. INSURANCE

SHEBOYGAN shall carry and keep in force insurance coverage insuring SHEBOYGAN against liability for personal injuries or property damage arising out of the operation of such bus service, and covering each and all of the buses used by SHEBOYGAN in service provided for SASD.

6. OPERATING AUTHORITY

SHEBOYGAN shall have sole and ultimate authority and responsibility for the operation, control, and direction of bus service operated for SASD, pursuant to this agreement, and in accordance with terms herein. Authority to deny service to any student shall be vested solely with SHEBOYGAN consistent with SHORELINE METRO policy and procedures.

7. RECORDS/INFORMATION

SHEBOYGAN shall, at the request of SASD, provide any and all information pertaining to the operations of SHORELINE METRO as long as providing such information is consistent with SHEBOYGAN policy. Information may include such things as meeting notices, minutes, policies, procedures, notifications, etc. Such requests shall be presented to SHEBOYGAN via writing and such requests shall be made ten (10) days in advance.

8. MEDIATION OF DISPUTES

Any disputes over the interpretation of application of this agreement which cannot be resolved by the parties shall be submitted to a mediator before any legal action may be taken in a court of law. Said mediator may be a representative of the Wisconsin Department of Transportation.

9. FORCE MAJEURE

In no event shall SHEBOYGAN be deemed to be in default of any provision of this agreement for failure to perform, where such failure is due to strikes, walkouts, riots, civil insurrections or disorders, act of God, adverse weather conditions, or for any other cause or causes beyond the control of SHEBOYGAN.

10. TERMINATION

Either party may terminate this agreement one hundred and twenty (120) days following delivery of a written notice to the other party. If SASD terminates this agreement, SASD will agree to pay for pro-rated service costs up to and including the last day of service.

11. TERM OF AGREEMENT

This agreement shall remain in effect until modified or terminated and will be binding upon the parties mutually and upon their successors and assigns. The term of this agreement shall be the academic school year of SASD (July 1 through June 30th).

12. LOCAL MATCH FOR SERVICES

SHEBOYGAN shall, on an annual basis, determine the local share responsibility for SASD. This amount will be based on the level of service desired by SASD for the calendar year. The local match is comprised of total costs of providing service, total revenues from service, and federal and state funding mass transit aids. Costs of providing service are calculated annually.

The local share for the service level provided to SASD for the school year (July 1, 2018-June 30, 2019) is **\$90,000**. Any changes to the service level, operational costs and revenues, changes in state mass transit aids or changes in federal mass transit aids may cause the local share to change. SHORELINE METRO shall notify SASD during the budget process of its local share contribution for the following calendar year.

IN WITNESS WHEREOF, the parties have affixed their hands and seals

DATED THIS _____ DAY OF _____, 2018.

SASD

CITY OF SHEBOYGAN

BY: _____

BY: _____

Name: _____

Name: _____

Title: _____

Title: _____

ATTEST:

ATTEST:

Name: _____

Name: _____

Title: _____

Title: _____

ATTACHMENT A

City of Sheboygan (Shoreline Metro) Service Agreement

SASD Level of Service

1. FIXED ROUTE - Weekdays (Monday through Friday) and Saturdays

SASD students shall receive unlimited trips on the fixed route public system operated by Shoreline Metro in grades K-12 that are actively enrolled at a SASD school within the current service area and during the current service times of the fixed route system on all weekdays during the calendar year regardless of school days or trip purpose. This agreement shall also be valid for faculty and staff of SASD.

Service includes two AM Tripper routes and two PM Trippers as designed and operated by Shoreline Metro to supplement the fixed route service.

SASD students enrolled at a middle or high school will be required to present to the driver a qualifying school ID badge upon boarding the bus to receive the bus trip at no-charge. Elementary school students will not be required to provide identification to receive the bus trip at no-charge. Faculty and staff of SASD will be required to present a qualifying school ID badge upon boarding the bus to the driver to receive the bus trip at no-charge.

Students that do not have a school ID badge or fail to present a qualifying school ID badge will be required to pay the regular fare for the trip.

2. PARATRANSIT

Paratransit trips are not included in this agreement. Students qualified to use paratransit services are required to pay the per trip fare.

NOTES:

- No service will be provided on major holidays including New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day.
- Service on Christmas Eve and New Year's Eve may be altered depending on the day of the week these holiday fall on in a particular year.
- SASD agrees to involve SHORELINE METRO in discussions regarding school start and end times for the academic school year. This will allow SHORELINE METRO to provide maximum efficient service for SASD.

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WHEREAS, the purpose of this agreement is to set forth the terms and conditions under which transit service is to be provided by SHEBOYGAN to SASD.

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IN WITNESS WHEREOF, the parties have affixed their hands and seals

DATED THIS 26 DAY OF June, 2018.

SASD

BY: Marcia L. Reinshaber

Name: Marcia L. Reinshaber

Title: Board of ED. President

CITY OF SHEBOYGAN

BY: Michael J. Vandersteeck

Name: MICHAEL J. VANDERSTEECK

Title: MAYOR

ATTEST:

Mark Boehlke

Name: Mark Boehlke

Title: Asst. Supt.

ATTEST:

Darrell Hofland

Name: Darrell Hofland

Title: City Administrator

ATTACHMENT A

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III

Other Matters

Res. No. 43 - 18 - 19. By Alderpersons Rindfleisch and Bohren.
June 18, 2018.

A RESOLUTION approving the Second Amendment to Contract for Sale of Land for Private Development By and Between City of Sheboygan, Wisconsin and Eighth Street Sheboygan Housing Corporation.

RESOLVED: That the City of Sheboygan hereby approves the Second Amendment to Contract for Sale of Land for Private Development By and Between City of Sheboygan, Wisconsin and Eighth Street Sheboygan Housing Corporation, in form substantially similar to the documents attached hereto and incorporated herein by this reference.

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.

Finance + Personnel

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

SECOND AMENDMENT TO CONTRACT

THIS SECOND AMENDMENT TO CONTRACT (“Amendment”) amends the Contract for Sale of Land For Private Development between the City of Sheboygan, Wisconsin (“City”) and Eighth Street Sheboygan Housing Corporation (“Contract”). That Contract was originally executed on December 11, 2015. It was amended on March 7, 2016 (“Original First Amendment”). The parties subsequently entered into an Amended and Restated First Amendment, which was executed on June 6, 2016 (“Amended and Restated First Amendment”). This Amendment further amends the Contract, as previously amended. Except as specified herein, the Contract remains unchanged and in full force and effect.

The parties hereto are the parties to the Contract and, for good and valuable consideration, mutually agree to the following amendments to the Contract.

Article IV, Sec. 402 is stricken in its entirety and is replaced by the following:

“SEC. 402. Guaranteed Minimum Real Estate Property Tax Payment.

- (a) Guarantee. The Developer guarantees payment of a minimum amount of real estate tax to be generated by the Project, the amount of which shall be paid annually, regardless of the assessed value or mill rate. The minimum real estate taxes to be generated by the Project are as follows:

2018	\$100,000
2019-2023, inclusive	\$170,000
2024-2027, inclusive	\$175,000

- (b) Additional Taxes Paid. Because the guaranteed minimum annual payments specified in (a), above, were established to insure an annual flow of funds to TID #16, sufficient to reimburse the City for its contribution, plus interest thereon, as described in Article II, Sec. 204(b)(2), real estate taxes paid annually by Developer in excess of the guaranteed minimum amount shall be deemed to be “Additional Taxes Paid”, and shall be governed by (c) below.
- (c) Additional Developer Incentive Payments. Additional Taxes Paid annually by Developer shall be retained or distributed by City in the following manner:
1. The first \$15,000 of any annual Additional Taxes Paid by Developer shall be retained by City as additional TID #16 funds.

2. Any annual Additional Taxes Paid by Developer in excess of \$15,000 shall be paid to Developer, within thirty (30) days of receipt, as additional Developer Incentive Payments, as described in Article II, Sec. 204(b)(2).

IN WITNESS WHEREOF, the parties have executed this Amendment as of June _____, 2018.

CITY:

CITY OF SHEBOYGAN, WISCONSIN

By: _____
Mike Vandersteen, Mayor

ATTEST:

By: _____
Meredith DeBruin, City Clerk

By: _____
[], City Treasurer

DEVELOPER:

EIGHTH STREET HOUSING CORPORATION

By: _____
Michael L. Morey, President

By: _____
Michael C. Morey, Vice President

Other Matters

R. O. No. 59 - 18 - 19. By CITY CLERK. June 18, 2018.

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

City Clerk

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
2273	Braveheart Pub	2120 Calumet Drive - Three day event August 2, 3 & 4, 2018 to include the South parking lot.
3186	Suscha's Bar	1054 Pennsylvania Avenue - One day event July 14, 2018 to include entire parking lot area east and north of building. One day event August 11, 2018 to include entire parking lot area East and North of building.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2889	Family Dollar Stores #25587	2821 N. 15 th Street

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
3342	Restore #47 - Mad Max	1003 S. 14 th Street

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2267	Burton, James D.	830 N. Water Street #109
5240	Coenen, Michael F. (Club)	2515 N. 26 th Street
2250	Dahlke, Jenny L.	1421 Carl Avenue
7095	Forward, Tiffany M.	1415 S. 21 st Street
2261	Gamez, Diana	2762 N. 31 st Place
8126	Gill, Puswinder Singh	624 N. 7 th Street, Oostburg
2259	Gilman, Gifty	507 Niagara Avenue
2260	Greenquist, Wade J. (Club)	2360 94 th Avenue Apt. A, Osceola

AHPS

2273 Holderfield, Thomas A.	930 Pershing Avenue
2249 Johnson, Phillip L.	497 Lake Street, Fond Du Lac
2264 Kidder, Karissa K.	2408A S. 9 th Street
1138 Martin, Michael J. (Club)	N7046 Woodside Hills Drive
2276 Miller, Courtney J.	1432 A Superior Avenue
2254 Minick, Michael J.	3301 S. 11 th Place
2272 Morton, Kaylee N.	3114 N. 9 th Street
2252 Niebauer, Amanda K.	353 S. Heritage Street, Belgium
7385 Norum, Lori J.	W3489 Cty. Road RR, Cedar Grove
2258 Robinson, Jenna L.	329 Eva Street, Port Washington
2255 Schefsky, Stephanie E.	W2568 Miley Road, Sheboygan Falls
2262 Schelfhout, Jenalle M.	822 7 th Street, Kiel
2270 Stewart, Mariah C.	1416 Illinois Avenue
0858 Van Akkeren, Hannah L.	432 Lincoln Avenue
2253 Williams, Shelby M.	507 Broadway Street APT B, Sheb. Falls

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
7927	Altwies, John H.	2103 A S 7 th Street
8611	Basler, Katlin R.	261 Osthoff Avenue, Elkhart Lake
7881	Black, Abigail E.	3431 N. 10 th Street #121
1634	Booth, Hailey M.	1622 S. 24 th Street
7338	Coffin, Kurt P. (Club)	1335 Columbus Street
1561	Cortez, Amber E.	1511 Ashland Avenue
1250	Dewane, Elaine M.	2839 N. Apache Road
1538	Fuller, Mark J.	5524 Meggers Road
4992	Guenther, Nicole M.	1525 N. 23 rd Street
4542	Huenink, Jeffrey D. (Club)	138 Meadow Ridge Drive, Sheboygan Falls
3816	Kautzer, Kathleen A.	1625 Spruce Court
1653	Kraus, David V.	2408 Weeden Creek Road
1012	Mallmann, Kathy E.	1541 John Court
1807	Markham, Cheryl A.	2222 Kroos Court
2709	McKenzie, Daniel J.	7093 Hwy. 67, Plymouth
9266	Minglana, Megan L.	4325 Morningview Court #K201
8963	Nitsch, Ralph J.	3833 S. 18 th Street
1073	O'Brien, Sean M.	2621 N. 31 st Street
4904	Patron, Sharlene S.	2320 N. 9 th Street
6661	Pearson, Lisa M.	1122 S. 19 th Street
1162	Reinemann, Kelly J.	3002 S. 20 th Street
0559	Schultz, Todd	51 N. Hiawatha Circle
1372	Stroo, Richard A.	1524 N. 37 th Street D12
8945	Vreeke, Erin M.	1802 Beechtree Road, Howards Grove
0586	Wagner, Jessica A.	1503 Eisner Avenue #2E

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2269	Wallgren, Paul A.	2137 Bollmann Drive #1D



June 18, 2018

HONORABLE MEMBERS OF THE COMMON COUNCIL:

Pursuant to Section 2-937(a) of the Sheboygan Municipal Code relating to the position of Finance Director/Treasurer, we hereby recommend that Martin Halverson be appointed as the Finance Director/Treasurer for the City of Sheboygan.

Signed:

Michael J. Vandersteen
Mayor

Signed:

Darrell Hofland
City Administrator

OFFICE OF MAYOR

CITY HALL
828 CENTER AVE., SUITE 301
SHEBOYGAN, WI
53081-4495

920/459-3317
FAX 920/459-0256