

**\*\*\*ATTACHMENTS\*\*\***

II

2.2

UPDATED

R. O. No. 262 - 17 - 18. By CITY CLERK. January 15, 2018.

Submitting various license applications.

\_\_\_\_\_  
City Clerk

TEMPORARY CLASS "B" LICENSE

<u>No.</u>	<u>Name</u>	<u>Address</u>
3091	Etude	1202 N. 8 <sup>th</sup> Street - One day event January 19, 2018 at Paradigm to include Beer and wine.
2947	Sheboygan Leadership	1607 Geele Avenue - One day event February 24, 2018 at RCS Empowers Front entry and Gym/Café. To include Beer and wine.

Commercial Operators License (12/31/2018)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3265	Mike's Home Services	1024 Valley Road, Plymouth

Consent.

III

2.3

R. C. No. 209 - 17 - 18. By LAW AND LICENSING COMMITTEE.  
January 15, 2018.

Your Committee to whom was referred, pursuant to R. O. No. 261-17-18 by the City Clerk, submitting license applications for the period ending June 30, 2018 and June 30, 2019; recommends granting the following licenses:

CHANGE OF AGENT

Jane M. Peters is replacing Kristal Kay Sullivan as agent effective immediately for Kwik Trip 873 located at 625 S. Taylor Dr.

FERMENTED MALT BEVERAGE LICENSE (June 30, 2018) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3304	Rocky Rococo	3740 S. Taylor Drive

BEVERAGE OPERATOR'S LICENSE (NEW) (June 30, 2019)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1997	Coates, Harrison L.	2402B Calumet Drive
2002	De Oliveira Marc, Vinicius	620 S. 8 <sup>th</sup> St. Apt. 213
8362	Drews, Barry R. (Club)	2335 N. 15 <sup>th</sup> Street
7662	Hartman, Lisa M.	3306 Mueller Road
1998	Hoefer, Kesha L.	1217 Kentucky Avenue
1995	Hoffman, Arianna J.	906 N. 17 <sup>th</sup> Street
1999	Holzman, Ashton M.	705 Morning Dove Dr., Howards Grove
1996	Kanz, Diane E.	1003 Falls Park Dr., Sheb. Falls
1989	Milligan, Nicole	2430 S. 8 <sup>th</sup> Street
1994	Zolp, Jacquelyn A.	W4194 Sumac Road, Plymouth

TAXICAB BUSINESS LICENSE (December 31, 2018)

3215	Two Guys Taxi Service	1229 Erie Avenue
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TAXICAB DRIVERS LICENSE (December 31, 2018) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
9948	Hernickle, Pamela A.	3145 Calumet Drive
1991	Lovegrove, Lori	1134 Erie Avenue

TAXICAB DRIVERS LICENSE (December 31, 2018)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1895	Avina Reyes, Silvia	1603 N. 20 <sup>th</sup> Street
8863	Castillo, Ivan V.	1415 S. 17 <sup>th</sup> Street
1577	Derosier, Kelly R.	738 Forest Blvd., Sheb. Falls

Consult w/ woyl draughon

5170 Gilbertson, Stephen J.  
0256 Krueger, Mark A.  
1626 Oliver II, Jimmie A.  
1776 Washington, Tommy Dell

1216 N. 29<sup>th</sup> Street  
13 S. Hiawatha Circle  
2531 Calumet Drive  
1613 N. 17<sup>th</sup> Street

MASSAGE ESTABLISHMENT LICENSE (December 31, 2018)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3101	Alan Vodicka Massage & Energy	1327 N. 8 <sup>th</sup> Street
3305	Applied Reflexology	604 Erie Avenue
2868	Intouch	314 Niagara Avenue
3303	Mustard Seed Hair Co.	2209 S. Memorial Place
3302	Tangerine Salon	1213 Superior Avenue

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the 15<sup>th</sup> day of January, 2018.

Dated January 17 2018. Meredith Gilbert City Clerk  
Approved January 17 2018. Michael J. Vandeweyer, Mayor

Published - January 20, 2018.  
Certified - January 17, 2018 to Atty.; Police Dept.; Det. Div.

**VI**

R. C. No. \_\_\_\_\_ - 17 - 18. By PUBLIC SAFETY COMMITTEE. January 15, 2018.

Your Committee to whom was referred R. O. No. 258-17-18 by City Clerk submitting a communication from Mayor Mike Vandersteen regarding the Combined Dispatch Final Report; recommends to accept and file the document.

*Consent*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_, \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_, \_\_\_\_\_, Mayor

II

3.4

R. O. No. 258 - 17 - 18. By CITY CLERK. January 2, 2018.

Submitting a communication from Mayor Mike Vandersteen regarding the Combined Dispatch Final Report.

*Public Safety  
accept  
and file.*

\_\_\_\_\_  
CITY CLERK

# **Sheboygan County Combined Dispatch**

## **Final Report**



Lt. Kristy De Blae  
Communications Manager  
Sheboygan County Sheriff's Office  
December 15, 2017

**SHEBOYGAN COUNTY SHERIFF'S DEPARTMENT  
OFFICE OF THE SHERIFF**

*Todd W. Priebe, Sheriff  
James A. Risseuw, Inspector*

*Phone: (920) 459-3112      FAX: (920) 459-4305*

December 15, 2017

Administrator Adam Payne, Sheboygan County  
Chairperson Thomas Wegner, Sheboygan County Board  
Mayor Mike Vandersteen, City of Sheboygan  
Sheriff Todd Priebe, Sheboygan County Sheriff's Office  
Chief Christopher Domagalski, Sheboygan Police Department

Administrator Payne, Chairperson Wegner, Mayor Vandersteen, Sheriff Priebe & Chief Domagalski:

On January 15 and 21, 2013, respectively, the Sheboygan County Board of Supervisors and the Sheboygan City Council approved the Sheboygan County Combined Dispatch Center. This began a four year process that included remodeling the existing facility in the Sheriff's Office and the back-up dispatch center at the Sheboygan Police Department, merging and training existing staff, hiring new staff and dispatch supervisors, upgrading our existing 911 service, and replacing our existing countywide radio system.

On November 29, 2016, the new combined dispatch center opened its doors.

This was followed almost immediately by the planning and implementation of Emergency Medical Dispatch (EMD) protocols. These protocols went live on October 9, 2017.

This five-year combined project is coming to a close. Project Manager William Bruckbauer and I took time to reflect back on the process. This is a summary of the projects' key dates, what we felt went well, what we would do differently the next time, and where we are at today. No financial data is included in this report.

I want to take this opportunity to thank all policy makers, county and city government personnel, County Administrator Adam Payne, Sheriff Todd Priebe, Police Chief Christopher Domagalski, Inspector James Risseuw, and Project Manager William Bruckbauer. Throughout this process your support has been unwavering. We could not have accomplished all we did without it.

Respectfully,

*Lt. Kristy DeBlaey*

## **Timeline of Key Events**

01-15-2013	Approval by County Board
01-21-2013	Approval by City Council
05-23-2013	Network domain sharing began
05-28-2013	Shared hiring of dispatchers began
07-31-2013	Personnel merger / wage structure approved
12-08-2014	Dispatch supervisors identified
01-28-2015	Dispatch training programs merged
09-26-2015	All dispatchers cross-trained for combined center
09-30-2015	Construction of new center completed
10-12-2015	Hiring of four dispatch supervisors completed
01-01-2016	City dispatchers became county employees
01-04-2016	All dispatch operations moved to Sheboygan PD temporarily
04-25-2016	First ever dispatch in-service
07-13-2016	Switched to new 911 system county-wide
11-29-2016	Cut-over to new P25 radio system; moved into new dispatch facility
12-08-2016	All carriers live with Text to 911
04-09-2017	Kick-off Emergency Medical Dispatching (EMD) project
08-09-2017	Back-up center at Sheboygan PD completed; first 24-hour shift worked there
09-09-2017	EMD training completed
10-09-2017	Live with EMD

## **Things Done Effectively**

### **Overall Project**

- The decision to combine was made by the policy-makers – *they then trusted the personnel with the expertise to manage the project. This was quite unique, but was a major contributor to allowing the process to work and the subject matter experts to get the work done without pressure.*
- Adequate funding was in place
- Realistic timeline
- Hiring an experienced project manager to oversee and coordinate activities
- Having a communications manager in place prior to the start of the project
- Successfully gained the trust of political leaders and committees in both governments
- Regular meetings to keep stakeholders informed
- One (the same) point person at every meeting ensured smooth communications, potential conflicts, etc.
- City and county IT departments had excellent coordination
- We were ahead of the curve much of the time in what needed to be done – *every portion of the project was thoroughly researched and decisions made based upon that. It enabled us to have plans in place for each phase, making the transitions smoother and with less bumps and hurdles.*

### **Radio**

- Bid out replacement / upgrade of system
- Added seventh tower site
- Used technology to our advantage by putting instructional videos on You Tube
- Created an inventory of issued equipment and established procedures for future equipment purchases by individual departments – *all future equipment purchases by agencies within Sheboygan County will be inventoried at the Sheriff's Office, allowing us to keep an accurate hardware inventory moving forward.*
- Secured a locked price for radio equipment and accessory purchases for one year after system acceptance

### **Personnel**

- Offered positions to city dispatchers first, but it was not a blanket hire – *there was a selection process. This was critical to having a solid team in place, likely also contributing to our retention rate.*
- Seniority merger and benefit package offered – *this was a significant contributing factor to the number of dispatchers that decided to come over to the county*
- Adequate staffing – both dispatchers and dispatch supervisors

- Keeping current staff was a priority for every decision – *like our selection process, this was critical to keeping our turnover of staff low. Average turnover in combined centers is 25% in the first two to three years.*
- Granting Sheboygan PD access to the communications manager early – *this enabled relationships and trust to be built, feedback to be gathered, and helped city dispatchers feel they had a voice in their future*

### **Operations of Centers**

- Shared a (county) hiring list shortly after combined dispatch was approved by the governing bodies, ensuring all future hires at Sheboygan PD could transition to the county
- Standardized protocols between centers before combining – *the uniformity was critical as it enabled current staff to more easily cross-train between centers. It also lowered their stress when cross-training, a key to keeping our personnel.*
- Cross-trained staff and then cross-staffed centers well before the actual combining of centers – *this enabled personnel, once trained, to retain knowledge and solidify skills before we actually brought everyone together. It was also critical to building relationships early among the groups that would be combining.*
- Dispatchers were involved wherever possible with the decision-making, site visits, etc.
- Equipment training was done close to go-live, keeping it fresh
- Working at Sheboygan PD for eleven months built relationships with personnel that otherwise may not have occurred - *this made acceptance of the process smoother and opened doors to communication and discussion that have carried forward to today. Everyone realized they were on one team working toward the same goal.*

### **Areas for Improvement**

#### **Overall Project**

- Written documentation of HR agreements for city employees coming to the county – *information was not clearly articulated and documented when agreements were made. This later became an issue when former city employees felt benefit days that were promised were not actually granted.*
- Self-inflicted procedural wounds, such as assuming certain work groups were informed when in fact they were not
- Stress more sternly with vendors to provide realistic time lines; share those timelines only after they are more definite – *particularly in the radio project, when promised timelines were not met and the project was extended, it created significant morale issues within the dispatch center.*
- Find a way to involve fire and EMS services more in the process to get their buy-in early

## **Radio**

- Upgrade the paging system with the radio system
- Underestimated the amount of labor involved with installing and setting up the new radio equipment, especially in vehicles – *plan to obtain vendor assistance with this to complete it in a reasonable amount of time*
- Inadequate records from the old radio system, making the transition more timely and difficult

## **Personnel**

- Hire and train the supervisors at the beginning of the process rather than staggered at the end; they could have assisted markedly during the combining of the two dispatch centers – *they could have been involved with equipment install, training of personnel, formulation of procedures and policies, and the hiring processes, lightening the load elsewhere.*
- City employees should have become county employees one year earlier (January, 2015) – *there were different work schedules, different rules for scheduling and overtime, and different policies. It created conflict among a group that was already working together through the cross-staffing, but under different governing bodies. At times it created personnel issues and significant morale issues. It also made it difficult to address problems when they fell under different rules and different supervisors.*

## Where We Are Now

### Staffing

Current dispatchers:	23	(short one)
In training:	2	
Current supervisors:	3	(short one)
In training:	0	
Upcoming (known) retirements:	2	(during 2018)

*\*\*Of the nine former city dispatchers offered positions in the combined center, all nine still work within the center. This is a 100% retention rate after two years.*

### Daily Minimum Staffing Requirements (by shift)

First	4
Second	5
Third	4

### Center Call Volume (administrative & 911)

Total Calls:	156,470
Average calls per month:	14,224

*\*\*Above statistics are based on January 1 – November 30, 2017.*

### Emergency Medical Dispatching (EMD)

Number EMD Certified:	26
EMD calls:	911

*\*\*Above statistics are based on October 9 – November 30, 2017.*



R. C. No. \_\_\_\_\_ - 17 - 18. By LAW AND LICENSING COMMITTEE.  
January 15, 2018.

Your Committee to whom was referred R. O. No. 255-17-18 by the City Clerk, submitting license applications for the period ending June 30, 2018 and June 30, 2019; recommends granting the following license:

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
5208	Schneider, Thomas F.	2002 N. 18 <sup>th</sup> Street

*Consent.*

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_, \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_, \_\_\_\_\_, Mayor

II

Other Matters

8.1

R. O. No. 255 - 17 - 18. By CITY CLERK. December 18, 2017.

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

\_\_\_\_\_  
City Clerk

BEVERAGE OPERATOR'S LICENSE (NEW) (June 30, 2019)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1988	Gallenberger, Jena	2806A S. 9 <sup>th</sup> Street
0816	Wakefield, Jeffrey M.	336 Superior Avenue
1983	Williams, Spenser	504 Valley Road, Kohler

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
5635	Martinez, Efren	1731 Calumet Drive
5208	Schneider, Thomas F.	2002 N. 18 <sup>th</sup> Street

MASSAGE ESTABLISHMENT LICENSE (RENEW) (December 31, 2018)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2727	Bonjour Massage	1327 N. 8 <sup>th</sup> Street
2871	Hands In Motion	4027 S. Business Drive
3232	Simply Altruistic Massage Studio	604 Erie Avenue
3300	Soli Muscular Therapy LLC	604 Michigan Avenue

*Law + Licensing*  
*1-2-18*  
*Hold Schneider*  
*1-15-18*  
*all approve*

VI

R. C. No. \_\_\_\_\_ - 17 - 18. By LAW AND LICENSING COMMITTEE.  
January 15, 2018.

Your Committee to whom was referred R. O. No. 255-17-18 by the City Clerk, submitting license applications for the period ending June 30, 2018 and June 30, 2019; recommends granting the following license:

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
5208	Schneider, Thomas F.	2002 N. 18 <sup>th</sup> Street

*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

R. C. No. 213 - 17 - 18. By LAW AND LICENSING COMMITTEE.  
January 15, 2018.

Your Committee to whom was referred R. O. No. 235-17-18 by the City Clerk, submitting license applications for the period ending December 31, 2017, June 30, 2018 and June 30, 2019; recommends denying the following licenses:

Beverage Operator License Application No. 1958 (Rocky Knudson) based upon his record of violations related to the licensed activity, his history as a habitual law offender, the fact that his probation rules prohibit him from entering a tavern, and his failure to contest the denial.

Beverage Operator License Application No. 1948 (Fatoulee J. Ramming) based upon her record of violations related to the licensed activity, his history as a habitual law offender, the fact that his probation rules prohibit her from being around alcohol, and her failure to contest the denial.

Taxicab Driver License Application No. 1965 (Chris A. Barbe) based upon his record of violations related to the licensed activity, his history as a habitual law offender, and his failure to contest the denial.

*Contest.*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ 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

R. O. No. 235 - 17 - 18. By CITY CLERK. November 20, 2017.

Submitting various license applications for the period ending December 31, 2017, June 30, 2018 and June 30, 2019.

\_\_\_\_\_  
City Clerk

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
3299	In The Bag	1501 Union Avenue

BEVERAGE OPERATOR'S LICENSE (NEW) (June 30, 2019)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1952	Arndt, Joshua R.	1242 Main Avenue
1953	Bloedorn, Shannon M.	502 Superior Avenue
1960	Burley, Myra	1310 N. 26 <sup>th</sup> Street
1971	Butler, Charles E.	713 Fairway Drive
1951	Cordes, Ariel	1411 Union Avenue
1959	Hess, Tammy L.	1530 N. 22 <sup>nd</sup> Street
1949	Hinze, Susan	1740 S. 13 <sup>th</sup> Street
4019	Humphrey, Jennie L.	1608 Michigan Avenue
1947	Kather, Emilee	1222 N. 29 <sup>th</sup> Street
1958	Knudson, Rocky	1820 N. 7 <sup>th</sup> Street
1966	Kohls, Samantha	1512 Kentucky Avenue Apt. A
1944	Menzer, Taylor J.	5017 Green Meadow Place
1948	Ramminger, Fatoulee J.	2332 Carmen Avenue #2J
7181	Repinski, Dawn M.	3830 Koehn Avenue
1961	Walker, Dana	802 B Settlers Lane, Sheb. Falls

TAXICAB BUSINESS LICENSE (RENEW) (December 31, 2018)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2509	Santanas Limo	2724 Main Avenue
3023	Yellow Cab Of Sheboygan, LLC	2917 N. 15 <sup>th</sup> Street

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
1965	Barbe, Chris A.	2810 S. 10 <sup>th</sup> Street
4702	Berg, Larry D.	2611 N. 9 <sup>th</sup> Street
1972	Burt, Justin L.	2127 Main Avenue

*Law + Licensing*  
*124 Callie Knudson,*  
*Ramminger, Barbe*  
*1-15-18*  
*deny Knudson*  
*Ramminger*  
*Barbe*

TAXICAB DRIVERS LICENSE (December 31, 2018)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1373	Allee, William David	4454 S. 8 <sup>th</sup> Street
1413	Brotz, James E.	2403 S. 8 <sup>th</sup> Street
0093	Butler Jr., James D.	1630 S. 8 <sup>th</sup> Street #A
0836	Calderon Rivera, Amalio	1428 S. 8 <sup>th</sup> Street
8112	Gohr, Trevor M.	4213 Autumn Court
1509	Gordon, Jody Lynn	741 Acacia, Sheb. Falls
0536	Hendrikse, Randall D.	3746 N. 14 <sup>th</sup> Street
6913	Rios, Ricardo	2619A N. 8 <sup>th</sup> Street
7731	Santana, Reynel	2724 Main Avenue
8860	Santana, Susan M.	2724 Main Avenue
1477	Shaffer, David C.	2407 S. 8 <sup>th</sup> Street
1149	Stewart, Harvey L.	1416 Illinois Avenue
9814	Torres Maldonad, Silvestre	1833 N. 20 <sup>th</sup> Street
0142	Waraich, Jesse Singh	N6233 Woodland Road

MASSAGE ESTABLISHMENT LICENSE(RENEW) (December 31, 2018)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2792	Integrated Health Therapies	833 Pennsylvania Avenue
2804	Reflections Spa	725 Blue Harbor Drive

2.7

R. C. No. 214 - 17 - 18. By LAW AND LICENSING COMMITTEE.  
January 15, 2018.

Your Committee to whom was referred R. O. No. 201-17-18 by the City Clerk, submitting license applications for the period ending December 31, 2017, June 30, 2018 and June 30, 2019; recommends denying Beverage Operator License Application No. 1921 (Kennedi K. Watts) based upon her record of violations related to the licensed activity and her history as a habitual law offender.

*Consent*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_, \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_, \_\_\_\_\_, Mayor

II

Other Matters

10.2

R. O. No. 201 - 17 - 18. By CITY CLERK. October 16, 2017.

Submitting various license applications for the period ending December 31, 2017, June 30, 2018 and June 30, 2019.

*Law & Co*

\_\_\_\_\_  
City Clerk

CHANGE OF AGENT

John M. Money is replacing Kenneth R. Feudner as agent effective immediately for Maple Lanes located at 3107 S. Business Dr.

Amanda J. Ritmiller is replacing Jessica Lee Christel as agent effective immediately for Kwik Trip #361 located at 1618 Calumet Dr.

CLASS "A" BEER LICENSE (June 30, 2018) (NEW)

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

BEVERAGE OPERATOR'S LICENSE (NEW) (June 30, 2019)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1924	Andrews, Cheyenne	N3024 State Road 32, Oostburg
1905	Bertram, Tim K.	1407 S. 20 <sup>th</sup> St.
1904	Brown, Brad L.	731 Union Ave.
1920	Buszta, Brian C.	623 E. Burleigh St., Milwaukee
4602	Drews, Richard T.	909 S. 16 <sup>th</sup> St.
1907	Figueroa, Keegan A.	125 Smith St., Plymouth
1927	Glenboski, Timothy C.	222 Fairview Dr., Plymouth
1903	Jessel, Lisa J.	N1895 Orchard Rd., New Holstein
1922	Kooistra-Floyd, Dante	2309 S. 17 <sup>th</sup> St.
1897	Kunst, Margaret M.	2329 N. 5 <sup>th</sup> St.
1910	Rousse, Paul S.	337A W First St., Waldo
1917	Scheibl, Jessica M.	3511 C Eisner Ct.
1900	Schultz, Melissa R.	830 N. Water St., Apt. 324
1923	Strandholm, Daniel	1537 N. 9 <sup>th</sup> St.
1926	Toeller, Alliyaha	424 Jefferson St., Sheb. Falls
1921	Watts, Kennedi K.	1529 N. 35 <sup>th</sup> St.
1915	Yang, Kenneth F.	1507 New Jersey Ave.

*11-6-17  
Call in Buszta/Holtz  
Hold Watts*

*11-20-17  
Deny Buszta/Holtz  
Call in Watts*

TAXICAB DRIVERS LICENSE (NEW) (December 31, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1895	Avina Reyes, Silvia	1603 N. 20 <sup>th</sup> St.
1896	Drews, Larry L.	2215 S. 7 <sup>th</sup> St.
1556	Holtz, Thomas E.	3918 Micshcot Rd., Two Rivers
1898	Owens, Ronald K.	404 N. Highland Ave. #1, Plymouth
1916	Shaw, Dakota A.	1812 N. 11 <sup>th</sup> St.

VIII

R. C. No. \_\_\_\_\_ - 17 - 18. By PUBLIC WORKS COMMITTEE. January 15, 2018.

Your Committee to whom was referred Res. No. 120-17-18 by Alderperson Wolf authorizing advertising for bids for construction and implementation of the new Sheboygan A's light project in the Wildwood Baseball Complex; 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

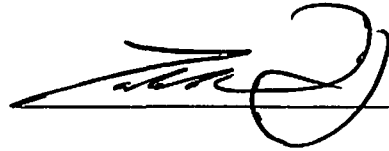
4.3

Res. No. 120 - 17 - 18. By Alderperson Wolf. December 18, 2017.

A RESOLUTION authorizing advertising for bids for construction and implementation of the new Sheboygan A's light project in the Wildwood Baseball Complex.

RESOLVED: That the Department of Public Works is hereby authorized and directed to advertise for bids for the construction of a six and eight light pole design, called the Sheboygan A's Light Project, located at the Wildwood Baseball Complex at 2328 New Jersey Avenue, according to plans and specifications prepared by Musco Lighting, and submit a resume of bids received and accepted to the Common Council for further consideration.

*Public Works  
approve*

  
\_\_\_\_\_

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

**CITY OF SHEBOYGAN**

**REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION**

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**ITEM DESCRIPTION:** Request to approve authorization of advertising for bids for implementation and construction of new lights and poles at the Wildwood Baseball complex.

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**REPORT PREPARED BY:** Joseph L. Kerlin, Superintendent of Parks and Forestry

---

**REPORT DATE:** December 13, 2017

**MEETING DATE:** December 18, 2017

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**FISCAL SUMMARY:**

**STATUTORY REFERENCE:**

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

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

**BACKGROUND / ANALYSIS:**

The City of Sheboygan has been working with the Sheboygan A's to replace field lighting at the Wildwood Baseball Field Complex. The estimated cost for the project is around \$425,000.

**STAFF COMMENTS:**

Through the Sheboygan A's fundraising campaign, donations and commitments of \$395,000 for the project have been secured. City staff and representatives of the Sheboygan A's are confident that this is enough to start the project while fundraising continues. The City budgeted \$80,000 in 2017 for this project. The Department of Public Works will facilitate the bidding and constructions of the lighting project.

**ACTION REQUESTED:**

Motion to request the Public Works Committee recommend to the Common Council to authorize advertising for bids for the Sheboygan A's Lighting Project.

**ATTACHMENTS:**

Ballpark Vitalization Account

Sheboygan Athletic Club  
 Ballpark Vitalization Account  
 Updated December 1, 2017

Year 2017 Contributions

<u>Fund Raising Campaign</u>	<u>Date</u>	<u>Amount</u>	<u>Balance</u>	<u>Notes</u>
Year End 2016 Balance FWD	11-Jan-17	\$ 106,021.55	\$ 106,021.55	Contribution includes \$50,000 PLENCO & \$50,000 Brotz Foundation
Can Contributions	6-Oct-17	\$ 678.50	\$ 106,700.05	
Donations	6-Oct-17	\$ 1,624.25	\$ 108,324.30	
Interest Earned	21-Sep-17	\$ 525.60	\$ 108,849.90	
Jackson Club	27-Jun-17	\$ 1,825.00	\$ 110,674.90	
Jersey Sales	13-Jul-17	\$ 150.00	\$ 110,824.90	
Memorials	27-Jul-17	\$ 1,720.00	\$ 112,544.90	
Moyer Recognition	6-Jul-17	\$ 2,622.00	\$ 115,166.90	
Pledgathon	27-Jul-17	\$ 50.00	\$ 115,216.90	
Scoreboard Payment	31-Mar-17	\$ 1,500.00	\$ 116,716.90	
Vitalization Contributions	2-Oct-17	\$ 21,750.00	\$ 138,466.90	Kohler \$16,750 & Aurora \$5000
Account Transfer	30-Sep-17	\$ 8,532.18	\$ 146,999.08	
SBA Gift	10-Oct-17	\$ 100,000.00	\$ 246,999.08	

<u>Other Lighting Commitments</u>			<u>Funding Designation</u>
Kohler Contribution 2018-19	\$ 33,000.00		Lighting (\$16,500 each year 2018-2019)
City of Sheboygan	\$ 80,000.00		Lighting
City of New Holstein Light Purchase	\$ 35,000.00		Lighting
<u>Other Vitalization Commitments</u>			
Sargento	\$ 50,000.00		Concession Stand
Gutschow Foundation	\$ 100,000.00		Social Deck(s)

VIII

R. C. No. \_\_\_\_\_ - 17 - 18. By PUBLIC SAFETY COMMITTEE. January 15, 2018.

Your Committee to whom was referred Res. No. 119-17-18 by Alderperson Draughon authorizing the Purchasing Agent to enter into contract for the purchase of one new platform style ladder truck for the City of Sheboygan Fire Department; 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

Res. No. 119 - 17 - 18. By Alderperson Draughon. December 18, 2017.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the purchase one new platform style ladder truck for the City of Sheboygan Fire Department.

WHEREAS; The Sheboygan Fire Department created an equipment replacement schedule many years ago to insure that its fleet of fire and rescue apparatus remains dependable and compliant to national standards (NFPA), and;

WHEREAS; in concert with the replacement schedule, a frontline vehicle in the Sheboygan Fire Department Fleet has been identified as to being both ready and eligible for replacement. City of Sheboygan Fire Department staff have spent a great deal of effort in identifying and specifying a suitable and budget mindful replacement, and included same in the 2018 Capital Improvements Budget, and;

WHEREAS; The Sheboygan Fire Department has diligently worked to specify a vehicle and equipment package that meets all of its needs yet is respectful of budgetary constraints while enhancing safety.

WHEREAS; Over the past many years The Sheboygan Fire Department has found that Fire Fighting apparatus manufactured by Pierce Inc. of Appleton WI to be some of the best in the industry and has made a conscious effort to standardize its fleet with Pierce equipment and;

WHEREAS; The responsibility for the regular maintenance and repair of the entire Sheboygan Fire Department fleet has been assumed by the Department of Public Works Motor Vehicle Division and the close proximity and willingness of Pierce Manufacturing has resulted in the City taking advantage of nearby support, replacement parts and on-going training offered to Pierce Manufacturing customers, and:


WHEREAS; The Purchase of this ladder truck includes a generous pre-payment discount which will allow the Sheboygan Fire Department to purchase a platform style truck in lieu of a traditional ladder. It is felt that the platform style truck will enhance the safety of Firefighters and those being rescued as well as allow for more precise placement of water when faced with a fire incident above one or two stories in height. In addition, the vehicle to be replaced will be sold following receipt of the new truck. The truck to be replaced has a current estimated value of \$130,000.00 to \$ 150,000.00 and would be suitable for use by a Fire Department providing fire protection to a smaller community.

Public Safety approve

WHEREAS; In order to take advantage of the prepayment discount, the City of Sheboygan will need to make payment in full to Pierce Manufacturing no later than February 1, 2018 and;

RESOLVED: That the Purchasing Agent is hereby authorized to enter into a purchase agreement with Pierce Manufacturing Inc. of Appleton WI for the purchase of one Heavy Duty Platform style ladder truck in the amount of \$ 1,080,000.00 including the pre-payment discount and that the need for competitive bidding is hereby waived due to the sole source exclusion, and;

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw payments on account # 47722100-641100 (2018 Capital Improvements) in payment of same:



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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

II

R. O. No. \_\_\_\_\_ - 17 - 18. By CITY CLERK. January 15, 2018.

Submitting a claim from Sheboygan Society Scale Model Railroad engineers, owner of the real estate located at 1001 North 10<sup>th</sup> Street, Sheboygan, Wisconsin, Tax Parcel No. 59281104660, alleging unlawful tax for the year 2017.

*Finance +  
Personnel*

\_\_\_\_\_  
CITY CLERK

CLAIM FOR RECOVERY OF UNLAWFUL TAXES PURSUANT TO WIS. STAT. §74.35

WHEREAS this claim is in writing;

WHEREAS this claim states the circumstances giving rise to the claim including the basis for the claim as specified in Wis. Stat. §74.33(1)(a)(2)(e);

WHEREAS this claim states as accurately possible the amount of the claim;

WHEREAS this claim is signed by the agent of the owner of the real estate;

WHEREAS this claim is being served on a clerk of a taxation district in a manner described in Wis. Stat. §801.11(4).

WHEREFORE this claim is made on behalf of the Sheboygan Society Scale Model Railroad Engineers, owner of the real estate located at 1001 N. 10<sup>th</sup> Street, Sheboygan, Wisconsin 53081, Tax Parcel No. 59281104660, Legal Description Volume 1469, Page 519, Original Plat South 90 feet of Lot 7, Block 94, all within the City of Sheboygan County of Sheboygan State of Wisconsin.

WHEREFORE the owner of said property did receive a letter from the City Assessor on October 10, 1997, granting the property tax exemption. See *Exhibit 'A'* attached hereto;

WHEREFORE the City of Sheboygan City Assessor, by letter of February 18, 2009, notified the owner of the said real estate that their exemption would be denied. See *Exhibit 'B'* attached hereto;

WHEREFORE Wis. Stat. §70.11 states in part; "the property described in this section is exempted from general property taxes if the property is exempted under sub.(1),(2),(18),(21),(27), or (30); if it was exempt from the previous year and its' use, occupancy, or ownership did not change in any way that makes it taxable;"

WHEREFORE the property has not changed in ownership, occupancy, or use since it was found to be exempt in 1997;

WHEREFORE Wis. Stat. §70.11 prohibits the redetermination of exempt status without first showing a change in use, occupancy, or ownership of the property;

WHEREFORE the owner of said property claims that the taxes imposed as shown as *Exhibit 'C'* constitute an unlawful tax.


Cardinal Process Service  
Sheboygan, WI 53083  
Susan Richards, City Clerk  
Served City of Sheboygan  
By serving Meredith DeBruin  
On 1-9-18 at 11:55 AM  
Server Ying J. W.

WHEREFORE the owner of said property demands recovery of the unlawful tax and further demands that the property be determined to be exempt in all future years unless and until the ownership, occupancy, or use of the property changes from that ownership, occupancy, or use that existed in 1997.

Dated this 5 day of January, 2018.

Sheboygan Society Scale Model Railroad Engineers

Owner:

  
Jeffrey Klauser, Treasurer

---

***EXHIBIT 'A'***



October 10, 1997

Sheboygan Society of Scale Model  
Railroad Engineers, Ltd.  
1001 North 10th Street  
Sheboygan, WI 53081-3908

Dear Sirs:

Our office is in receipt of your request for tax exemption of the property owned by Sheboygan Society of Scale Model Railroad Engineers, Ltd. located at 1001 North 10th Street, Sheboygan, WI. Upon review of the property tax exemption request, the property will become exempt as of January 1, 1998.

Sincerely,

Marty Vander Vliet  
City Assessor

MVV/ljs

OFFICE OF THE  
ASSESSOR

CITY HALL  
828 CENTER AVE.  
SHEBOYGAN, WI  
53081

414/459-3388  
FAX 414/459-3967

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***EXHIBIT 'B'***



February 18, 2009

Sheboygan Society of Scale Model Railroad Engineerings Ltd.  
1001 N. 10<sup>th</sup> St.  
Sheboygan, WI 53081

Re: Parcel No. 104660 (1001 North 10<sup>th</sup> Street)

Dear Property Owner:

During the course of 2008, the City of Sheboygan - Assessor's Office conducted a city-wide review of all real property exempt from taxation.

Shown below are specific considerations of our review.

- There is no Wisconsin Statute or statutory language that allows for an exemption from property tax based on determinations made by the IRS.
- Under Wisconsin Statutes section 70.11(4), fraternal societies must operate under the lodge system.
- Under Wisconsin Statutes section 70, there is no statutory language that provides a property tax exemption for organizations whose purpose is the historical, technical, and educational aspects of model railroading.

Shown below are general considerations of our review.

- Per the *Wisconsin Property Assessment Manual*, to qualify for exemption as an educational institution the organization must be an educational association engaged in "traditional" educational activities. Furthermore, it must be a type of education which benefits the general public directly and would ordinarily be provided by the government or would in some way lessen the burden of government.
- Property tax exemptions are based on a "theory of mutual consideration."<sup>i</sup> The taxpaying community relieves an organization of its property tax burden when that organization provides a public benefit.<sup>ii</sup> In other words, an organization receives an exemption when it serves a public purpose, and saves the city or state money.<sup>iii</sup> Additionally, an organization can receive special tax treatment only if it takes affirmative steps to distinguish itself from for-profit entities by providing some service to the community as a whole.<sup>iv</sup>
- Under Wisconsin Statute 70.109 exemptions shall be strictly construed in every instance with a presumption that the property in question is taxable, and the burden of proof is on the person who claims the exemption.

OFFICE OF THE  
ASSESSOR

CITY HALL  
828 CENTER AVE.  
SHEBOYGAN, WI  
53081

920/459-3388  
FAX 920/459-0298



Based on the above considerations it has been determined that the property located at 1001 N. 10<sup>th</sup> Street in the City of Sheboygan will no longer qualify for tax exemption effective January 1, 2009. The Assessor's Office will be placing an assessment on this property and a notification of the assessment will be mailed in April 2009.

If you have new information that would support your claim for exemption, please give me a call or provide the information to our office.

Going forward...each assessment year is independent. If you file an exemption request for the assessment year 2010, you need only submit a *Property Tax Exemption Request* form with updates to the information already on file. Keep in mind Wisconsin Statutes require completion of the application form in its entirety to be eligible for exemption from the Wisconsin property tax. The completed form with attachments must be filed with the Assessor's Office by March 1<sup>st</sup> to be eligible for exemption of the current assessment year. For further information please refer to Stat, Sec. 70.11, and the *Wisconsin Property Assessment Manual* for additional information regarding property tax exemption.

I appreciate your time and attention in this matter.

Respectfully,

David Lutzke  
City Assessor

Cc: Juan Perez, City Mayor  
Stephen McLean, City Attorney  
City Council

OFFICE OF THE  
ASSESSOR

CITY HALL  
828 CENTER AVE.  
SHEBOYGAN, WI  
53081 -

920/459-3388  
FAX 920/459-0298

<sup>1</sup> Univ. of Wis. Med. Found., Inc. v. City of Madison, 2003 WI App 204, ¶ 11, 267 Wis. 2d 504, 671 N.W.2d 292

<sup>2</sup> Univ. of Wis. Med. Found., 203 WI App 204, ¶ 11.

<sup>3</sup> Int'l Found. Of Employee Benefit Plans, Inc. v. City of Brookfield, 95 Wis. 2d 444, 455, 290 N.W.2d 720, 725 (Ct. App. 1980), aff'd, 100 Wis. 2d 66, 301 N.W.2d 175 (1981).

<sup>4</sup> Deutsches Land, 225 Wis. 2d at 80-85, 591 N.W.2d at 589

# ***EXHIBIT 'C'***

**REAL ESTATE PROPERTY TAX BILL FOR 2017**

**CITY OF SHEBOYGAN**

**Total Due For Full Payment**

Bill #: 52579  
Parcel #: 59281104660  
Alt. Parcel #:

To view payments, property information and maps go to [treasurer.sheboygancounty.com](http://treasurer.sheboygancounty.com)

By January 31, 2018  
\$1,129.31

-- OR --

**Pay First Installment**  
By January 31, 2018  
\$564.66

SHEB SOCIETY OF SCALE MODEL RR ENGINEERS LTD  
1001 N 10TH ST  
SHEBOYGAN WI 53081-3908

**Make Check Payable and Mail to:**  
CITY OF SHEBOYGAN  
NANCY BUSS, FINANCE DIRECTOR  
828 CENTER AVENUE  
SHEBOYGAN WI 53081  
920-459-3311



Tear off this stub and include with your first or full payment. If receipt is needed, send a self-addressed stamped envelope. If payment is made by check, receipt is not valid until check has cleared all banks.

Municipality/Location	Collection Dates/Times	Bank Collection Site	Bank Collection Hours
City of Sheboygan	In person payments should be made at one of the 4 Wisconsin Bank & Trust locations in Sheboygan.	Wisconsin Bank & Trust Lobby 4210 Highway 42 North, Sheboygan	Bring tax bill and payment. Mon-Fri - 9:00 to 4:00
		655 S Taylor Drive, Sheboygan	No Set collection.
		604 N 8th Street, Sheboygan	
		3220 S Business Drive, Sheboygan	Closed 11/23/17, 12/25/17, 01/01/18 and 01/15/18.

Other Drop Off Sites:  
Drop Box:  
Dates Municipality Closed:  
Online Payments:  
Other Information:  
Telephone:

None.  
Box located at the front door to City Hall at 828 Center Avenue in Sheboygan.  
n/a  
[www.sheboyganwi.gov](http://www.sheboyganwi.gov) - Click on property tax payment options banner on homepage. NOTE: Services fees will apply.  
Email questions to [taxinfo@sheboyganwi.gov](mailto:taxinfo@sheboyganwi.gov)  
920-783-8758



**STATE OF WISCONSIN  
REAL ESTATE PROPERTY TAX BILL FOR 2017  
CITY OF SHEBOYGAN  
SHEBOYGAN COUNTY**

**BILL NO. 52579**  
Correspondence should refer to parcel number  
**PARCEL#: 59281104660**

SEQ# 1

Property Address  
1001 N 10TH ST

Assessed Value Land	Ass'd Value Improvements	Total Assessed Value	Ave. Assmt. Ratio	Est. Fair Mkt. Land	Est. Fair Mkt. Improvements	Total Est. Fair Mkt.	
16,200	32,200	48,400	0.9621	16,800	33,500	50,300	<input type="checkbox"/> A star in this box may unpaid prior year tax
Taxing Jurisdiction		2016 Est. State Aids Allocated Tax Dist.	2017 Est. State Aids Allocated Tax Dist.	2016 Net Tax	2017 Net Tax	% Tax Change	Gross Property Tax
STATE OF WISCONSIN				8.24	0.00	-100.0%	1,200
SHEBOYGAN COUNTY		1,540,035	1,666,451	267.24	264.65	-1.0%	First Dollar Credit -70
CITY OF SHEBOYGAN		13,185,046	13,335,856	462.37	470.82	1.8%	Lottery Credit
SHEBOYGAN		56,504,261	58,520,424	431.81	423.30	-2.0%	Net Property Tax 1,129
LAKESHORE TCDB		2,512,653	2,827,594	39.08	41.33	5.8%	
<b>Total</b>		<b>73,741,995</b>	<b>76,350,325</b>	<b>1,208.74</b>	<b>1,200.10</b>	<b>-0.7%</b>	
		First Dollar Credit		72.96	70.79	-3.0%	
		Lottery & Gaming Credit					
		Net Property Tax		1,135.78	1,129.31	-0.6%	

School taxes reduced by school levy tax credit \$ 100.61

**IMPORTANT:** Be sure this description covers your property. This description is for property tax bill only and may not be a full legal description.

Net Assessed Value Rate (Does NOT reflect credits)  
**0.024795568**

**TOTAL DUE FOR FULL PAYMENT**  
PAY BY January 31, 2018  
\$ 1,129.31

Warning: If not paid by due dates, installment option is lost and total tax is delinquent subject interest and, if applicable, penalty. Failure to pay on time. See reverse.

SHEB SOCIETY OF SCALE MODEL RR ENGI  
1001 N 10TH ST  
SHEBOYGAN WI 53081-3908

ORIGINAL PLAT S 90' OF LOT 7  
BLK 94

RETAIN THIS PORTION AS YOUR COPY

SEE REVERSE SIDE FOR IMPORTANT INFORMATION

Installments may be paid as follows:  
564.66 DUE BY 01/31/20  
564.65 DUE BY 07/31/20

FOR INFORMATIONAL PURPOSES ONLY  
- Voter Approved Temporary Tax Increases  
Taxing Jurisdiction  
SHEBOYGAN

Total Additional Taxes	Total Additional Taxes Applied to Property	Year Increase Ends
1,074,916.00	22.54	2037

II

R. O. No. \_\_\_\_\_ - 17 - 18. By DIRECTOR OF PLANNING & DEVELOPMENT.  
January 15, 2018

Submitting a request from Chad Pelishek, Director of Planning and Development, requesting the use of three days of the City's free Blue Harbor Conference Center days to host the 2018 State of Wisconsin Building Inspector's annual state conference on April 18-20, 2018.

*Finance + Personnel*

\_\_\_\_\_  
Director of Planning & Development

II

R. O. No. \_\_\_\_\_ - 17 - 18. By CITY CLERK. January 15, 2018.

Submitting a communication from Jeremy Faust requesting a waiver from the Sex Offender Residency requirements in order to reside at 1932 North 12<sup>th</sup> Street.

*Public Safety*

\_\_\_\_\_  
CITY CLERK

JAN 4 '18 AM 10:04

Date: 1/3/18

My name is: Jeremy Faust

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

1932 N. 12<sup>th</sup> St.  
Sheboygan, WI 53081

Signature: 

Phone Number: 414-982-9917

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

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

Thank you for all your cooperation in the matter.

II

R. O. No. \_\_\_\_\_ - 17 - 18. By CITY CLERK. January 15, 2018.

Submitting a communication from Michael W. Slinker requesting a waiver from the Sex Offender Residency requirements in order to reside at 1346 Carl Avenue.


*Public Safety*

\_\_\_\_\_  
CITY CLERK

Date: 1/8/18

My name is: Michael W. Slinker

I am requesting a waiver to the Sexual Residency Requirements so I may live at:  
1346 Carl Ave.  
Sheboygan, WI 53081

Signature: 

Phone Number: \_\_\_\_\_

★ Please contact Probation/Parole Agent  
Josh Butzen at 920-918-7894  
(or email)

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

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

Thank you for all your cooperation in the matter.

III

Res. No.           - 17 - 18. By Alderperson Wolf. January 15, 2018.

A RESOLUTION SUPPLEMENTING RESOLUTION NO. 100-05-06; AWARDING THE SALE OF \$4,825,000 WATER UTILITY REVENUE BONDS, SERIES 2018 AND PROVIDING FOR THE PAYMENT OF SAID BONDS AND OTHER DETAILS AND COVENANTS WITH RESPECT THERETO.

WHEREAS, the City of Sheboygan, Sheboygan County, Wisconsin (the "Municipality") owns and operates a municipal water utility which is operated for a public purpose as a public utility (within the meaning of Section 66.0621(1)(b) of the Wisconsin Statutes) by the Municipality (hereinafter, the Municipality's water utility shall be referred to as the "System");

WHEREAS, under the provisions of Section 66.0621 of the Wisconsin Statutes (the "Act") any municipality may, by action of its governing body, provide for purchasing, acquiring, leasing, constructing, extending, adding to, improving (including renewing and replacing), conducting, controlling, operating and managing a public utility ("Utility Projects") and for refunding obligations issued to finance such Utility Projects, from the proceeds of bonds, which bonds are to be payable only from the revenues received from any source by such utility, including all rentals and fees (the "Revenue Bonds");

WHEREAS, the Municipality has heretofore issued its Water System Revenue Bonds, Series 2004, dated March 10, 2004 (the "2004 Safe Drinking Water Bonds") pursuant to Resolution No. 262-03-04 adopted by the Governing Body of the Municipality on February 16, 2004 (the "2004 Safe Drinking Water Bond Resolution");

WHEREAS, pursuant to Resolution No. 100-05-06 adopted by the Common Council of the Municipality (the "Governing Body") on August 15, 2005 (the "Bond Resolution"), the Municipality has heretofore issued its Water Utility Revenue Bonds, Series 2005, dated September 1, 2005 (the "2005 Bonds"), which 2005 Bonds are no longer outstanding;

WHEREAS, pursuant to Resolution No. 289-06-07 adopted by the Governing Body on April 4, 2007 (the "2007 Resolution"), the Municipality has heretofore issued and has outstanding its Water Utility Revenue Bonds, Series 2007, dated April 15, 2007 (the "2007 Bonds"), which 2007 Bonds were issued on a parity with the 2004 Safe Drinking Water Bonds (except as to the pledge of the Reserve Account, defined below);

WHEREAS, pursuant to Resolution No. 167-12-13 adopted by the Governing Body on April 3, 2013 (the "2013 Resolution"), the Municipality has heretofore issued and has outstanding its Water Utility Revenue Bonds,

*Finance + Personnel*

Series 2013, dated May 1, 2013 (the "2013 Bonds"), which 2013 Bonds were issued on a parity with the 2007 Bonds and on a parity with the 2004 Safe Drinking Water Bonds (except as to the pledge of the Reserve Account, defined below);

WHEREAS, the Municipality has also heretofore issued its Water Utility Revenue Bonds, Series 2015, dated May 13, 2015 (the "2015 Safe Drinking Water Bonds"), pursuant to Resolution No. 193-14-15 adopted by the Governing Body of the Municipality on April 20, 2015 (the "2015 Safe Drinking Water Bond Resolution") on a parity with the 2004 Safe Drinking Water Bonds and on a parity with the 2007 Bonds and 2013 Bonds (except as to the pledge of the Reserve Account (defined below)) (the "2004 Safe Drinking Water Bonds" and the "2015 Safe Drinking Water Bonds" shall be collectively referred to herein as the "Safe Drinking Water Bonds" and the "2004 Safe Drinking Water Bond Resolution" and the "2015 Safe Drinking Water Bond Resolution" shall be collectively referred to herein as the "Safe Drinking Water Bond Resolutions");

WHEREAS, pursuant to Resolution No. 155-15-16 adopted by the Governing Body on March 21, 2016 (the "2016 Resolution"), the Municipality has heretofore issued and has outstanding its Water Utility Revenue Refunding Bonds, Series 2016, dated April 20, 2016 (the "2016 Bonds"), (the 2013 Bonds and 2016 Bonds shall be collectively referred to herein as the "Prior Bonds"), which 2016 Bonds were issued on a parity with the 2007 Bonds and the 2013 Bonds and on a parity with the Safe Drinking Water Bonds (except as to the pledge of the Reserve Account, defined below);

WHEREAS, Section 11 of the Safe Drinking Water Bonds Resolutions and Section 9 of the Bond Resolution provide that additional bonds may be issued on a parity with the Safe Drinking Water Bonds and the Prior Bonds upon compliance with certain conditions;

WHEREAS, to the best of the Governing Body's knowledge, information and belief, and in reliance upon the Certificate attached hereto as Exhibit A and incorporated herein by this reference, the Municipality complies with the conditions precedent to the issuance of additional bonds on a parity with the Safe Drinking Water Bonds and the Prior Bonds;

WHEREAS, pursuant to a Resolution adopted by the Governing Body on December 4, 2017 (the "Set Sale Resolution"), the Governing Body has authorized additional water utility revenue bonds designated "Water Utility Revenue Bonds, Series 2018" (the "Bonds") for the public purpose of paying the cost of extensions, additions and improvements to the municipal water utility, including financing an elevated tank (the "Project") and refunding the 2019 through 2027 maturities of the 2007 Bonds (the "Refunded Obligations") (hereinafter, the refunding of the Refunded Obligations shall be referred to as the "Refunding");

WHEREAS, for the purpose of paying the cost of the Project and the Refunding (including paying legal, financing, engineering and other professional fees in connection therewith and adding funds to the Reserve Account created by the Bond Resolution, if necessary), the Governing Body deems it to be necessary, desirable and in the best interest of the Municipality to authorize and sell Revenue Bonds of the Municipality payable solely from the revenues of the System, which Revenue Bonds are to be authorized and issued pursuant to the provisions of the Act on a parity with the Prior Bonds, and on a parity with the Safe Drinking Water Bonds (except as to the pledge of the Reserve Account, defined below), which Revenue Bonds are to be authorized and issued pursuant to the provisions of Section 66.0621, Wisconsin Statutes and the Bond Resolution, as amended, and to supplement the Bond Resolution to provide for such issuance and sale of additional Revenue Bonds to pay the cost of the Project and the Refunding;

WHEREAS, the City intends to defease the 2018 maturity of the 2007 Bonds with System funds on hand contemporaneously with the issuance of the Bonds;

WHEREAS, other than the 2007 Bonds, the Safe Drinking Water Bonds and the Prior Bonds, no bonds or obligations payable from the revenues of the System are now outstanding;

WHEREAS, the Bonds herein authorized shall be Parity Bonds within the meaning of the Safe Drinking Water Bond Resolutions and the Bond Resolution;

WHEREAS, the Municipality has adopted the Set Sale Resolution directing its financial advisor, Wisconsin Public Finance Professionals, LLC, Milwaukee, Wisconsin (the "Financial Advisor"), to prepare and circulate an Official Notice of Sale (a copy of which is attached hereto as Exhibit B and incorporated herein by this reference) to potential bidders offering the Bonds for public sale on February 5, 2018;

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

WHEREAS, the Municipality has duly received bids for the Bonds as described on the Bid Tabulation attached hereto as Exhibit C 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 Municipality. The Financial Advisor has recommended that the Municipality accept the Proposal. A copy of said Proposal submitted by such institution (the "Purchaser") is attached hereto as Exhibit D and incorporated herein by this reference.

NOW, THEREFORE, the Governing Body of the City of Sheboygan, Sheboygan County, Wisconsin, do resolve that:

Section 1A. Ratification of the Official Notice of Sale and Offering Materials. The Governing Body of the Municipality hereby ratifies and approves the details of the Bonds set forth in Exhibit B attached hereto as and for the details of the Bonds. The Official Notice of Sale and any other offering materials prepared and circulated by the Financial Advisor are hereby ratified and approved in all respects. All actions taken by officers of the Municipality and the Financial Advisor 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 1B. Definitions. The definitions in the Bond Resolution, as supplemented by the 2013 Resolution and 2016 Resolution (collectively, the "Prior Resolutions"), apply to and are incorporated into this Resolution except as expressly amended below or unless the context expressly or by necessary implication requires otherwise. References in the Bond Resolution, as supplemented by the Prior Resolutions, to "Bonds," "Parity Bonds" and "Additional Bonds" shall apply to the Bonds being issued pursuant to this Resolution unless otherwise provided herein. All references to specific sections in the Bond Resolution, as supplemented by the Prior Resolutions, also apply to the Bonds being issued pursuant to this Resolution unless otherwise provided herein.

Section 1C. Restated, Additional and/or Amended Definitions. In addition to and/or in amendment of the terms defined above or in Section 1 above, the following terms shall have the following meanings in this Resolution unless the text expressly or by implication requires otherwise:

"Bond Registrar" means the City Clerk of the Municipality or such other bond registrar appointed by the Governing Body of the Municipality;

"Bond Resolution" means Resolution No. 100-05-06 adopted by the Governing Body on August 15, 2005;

"Bonds" means the Water Utility Revenue Bonds, Series 2018 of the Municipality dated March 1, 2018, authorized to be issued by this Resolution;

"DTC" or "Depository" means The Depository Trust Company, New York, New York or its nominee or successor which shall act as securities depository for the Bonds;

"Paying Agent" means the City Clerk of the Municipality;

"Prior Bonds" means the outstanding 2013 Bonds and 2016 Bonds, collectively;

"Purchaser" means the financial institution listed first on the attached Bid Tabulation;

"Reserve Requirement" means an amount equal to the least of (a) the Reserve Requirement prior to the issuance of the Bonds, plus 10% of the principal amount of the Bonds, (b) the maximum amount of principal and interest due on the outstanding Prior Bonds and the Bonds in any Bond Year and (c) 100% of average annual debt service on the outstanding Prior Bonds and the Bonds. The Reserve Requirement shall be maintained in the Reserve Account of the Special Redemption Fund created by the Bond Resolution either in cash or legal investments or in a Revenue Support Facility or in a combination thereof. If Parity Bonds are issued, the Reserve Requirement shall be an amount equal to the least of (i) the amount required to be on deposit in the Reserve Account prior to issuance of said Parity Bonds, plus 10% of the principal amount of said Parity Bonds, (ii) the maximum amount of principal and interest due on the outstanding Prior Bonds, the Bonds and the Parity Bonds in any Bond Year or (iii) 100% of average annual debt service on the outstanding Prior Bonds, the Bonds and the Parity Bonds; provided, however, that for purposes of this definition, the maximum amount of principal and interest shall be computed with respect to any Variable Rate Bonds by using the Assumed Long-Term Fixed Rate applicable thereto and provided further that the calculations set forth above shall not take into consideration any Safe Drinking Water Bonds nor shall any amounts in the Reserve Account be pledged to any Safe Drinking Water Bonds;

"Safe Drinking Water Bonds" means the 2004 Safe Drinking Water Bonds and the 2015 Safe Drinking Water Bonds, collectively, and any other Parity Bonds issued in the future to the State of Wisconsin Safe Drinking Water Loan Program;

"2004 Safe Drinking Water Bonds" means the Water System Revenue Bonds, Series 2004, dated March 10, 2004 issued to the State of Wisconsin Safe Drinking Water Loan Program;

"2004 Safe Drinking Water Bonds Resolution" means Resolution No. 262-03-04 adopted by the Governing Body of the Municipality on February 16, 2004;

"2007 Bonds" means the Water Utility Revenue Bonds, Series 2007, dated April 15, 2007;

"2013 Bonds" means the Water Utility Revenue Bonds, Series 2013, dated May 1, 2013;

"2013 Resolution" means Resolution No. 167-12-13 adopted by the Governing Body on April 3, 2013;

"2015 Safe Drinking Water Bonds" means the Water System Revenue Bonds, Series 2015, dated May 13, 2015 issued to the State of Wisconsin Safe Drinking Water Loan Program;

"2015 Safe Drinking Water Bond Resolution" means Resolution No. 193-14-15 adopted by the Governing Body of the Municipality on April 20, 2015;

"2016 Bonds" means the Water Utility Revenue Refunding Bonds, Series 2016, dated April 20, 2016; and

"2016 Resolution" means Resolution No. 155-15-16 adopted by the Governing Body on March 21, 2016.

Section 2. Award of the Bonds. The Proposal of the Purchaser, offering to purchase the \$4,825,000 City of Sheboygan Water Utility Revenue Bonds, Series 2018 (the "Bonds") for the sum set forth on the Proposal, plus accrued interest to the date of delivery, resulting in a true interest cost as set forth on the Proposal, is hereby accepted.

Section 3. Terms of the Bonds. The Bonds shall be designated "Water Utility Revenue Bonds, Series 2018"; shall be dated March 1, 2018; shall be in the denomination of \$5,000 or any integral multiple thereof; and shall be numbered 1 and upward. The Bonds shall bear interest at the rates per annum set forth in the Proposal and shall mature on May 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit E-1 and incorporated herein by this reference.

Interest on the Bonds shall be payable on May 1 and November 1 of each year, commencing November 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.

The schedule of principal and interest payments due on the Bonds is set forth on the Debt Service Schedule attached hereto as Exhibit E-2 and incorporated herein by this reference (the "Schedule").

It is hereby determined and declared that the Schedule is such that the requirement each year to pay both the principal of and interest on the Bonds is reasonable in accordance with prudent municipal utility management practices.

Section 3A. Call Provisions. At the option of the Municipality, the Bonds maturing on May 1, 2029 and thereafter shall be subject to redemption prior to maturity on May 1, 2028 or on any date thereafter. Said Bonds shall be redeemable as a whole or in part, and if in part, from maturities selected by the Municipality and within each maturity, by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

Section 4. Parity with the Prior Bonds and Safe Drinking Water Bonds. The Bonds shall be Additional Bonds within the meaning of Section 11 of the Safe Drinking Water Bond Resolutions and Section 9 of the Bond Resolution; are issued on a parity with the Safe Drinking Water Bonds and Prior Bonds and are secured by an equal lien and claim to the revenues and properties of the System and the monies on deposit in the Special Redemption Fund as set forth in the Bond Resolution, as supplemented by the Prior Resolutions, and this Resolution, except that no amount in the Reserve Account shall be pledged to the Safe Drinking Water Bonds.

Section 5. Form of the Bonds. The Bonds shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit F and incorporated herein by this reference.

Section 5A. Persons Treated as Owners; Transfer of Bonds; Record Date. The Municipality shall keep books for the registration and for the transfer of the Bonds. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Bond shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

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

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

The fifteenth day of each calendar month next preceding each interest payment date shall be the record date for the Bonds. Payment of interest on the Bonds on any interest payment date shall be made to the registered owners of the Bonds as they appear on the registration book of the Municipality at the close of business on the corresponding record date.

Section 6. Security for the Bonds. The Bonds, together with interest thereon, shall not constitute an indebtedness of the Municipality nor a charge against its general credit or taxing power. The Bonds, together with interest thereon, shall be payable only out of the Special Redemption Fund heretofore created and established and hereby continued and amended, and shall be a valid claim of any holder thereof only against said Special Redemption Fund and the revenues of the System pledged to such fund on a parity with the Safe Drinking Water Bonds and the Prior Bonds, except that no amount in the Reserve Account shall be pledged to the Safe Drinking Water Bonds. Sufficient revenues are hereby pledged to said Special Redemption Fund, and shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Safe Drinking Water Bonds, the Prior Bonds, the Bonds and any other Parity Bonds as the same becomes due. It is the express intent and determination of the Governing Body that the amounts transferred from the Revenue Fund (defined below) and deposited in the Special Redemption Fund (defined

below) shall be sufficient in any event to pay the interest on the Safe Drinking Water Bonds, the Prior Bonds, the Bonds and any other Parity Bonds as the same accrues and the principal amount thereof as the same matures, and to provide any amounts required to be paid monthly into the Reserve Account (defined below) to maintain the Reserve Requirement.

Section 7. Funds and Accounts. In accordance with the Act, for the purpose of the application and proper allocation of the revenues of the System, and to secure the payment of the principal of and interest on the Safe Drinking Water Bonds, the Prior Bonds, the Bonds and any other Parity Bonds, certain funds of the System which were created or continued pursuant to Section 6 of the Bond Resolution, as amended by the Prior Resolutions, are hereby continued and shall be used solely for the purposes set forth in the Bond Resolution, as amended by the Prior Resolutions and this Resolution:

Subparagraph (c) of Section 6 of the Bond Resolution is hereby amended and supplemented by this Resolution to read as follows:

"(c) Water Utility Special Redemption Fund (the "Special Redemption Fund"), which shall be divided into two separate accounts to be known as the "Interest and Principal Account" and the "Reserve Account".

(i) There shall be deposited in the Interest and Principal Account from proceeds of the Prior Bonds, the Bond Proceeds and any Parity Bond proceeds all accrued interest. In addition, there shall be deposited in said account in the manner specified in Section 7 of the Bond Resolution, an amount sufficient (after giving effect to available amounts in said account from accrued interest, investment earnings and any other source) to pay the principal of and interest on the Safe Drinking Water Bonds, the Prior Bonds, the Bonds and any other Parity Bonds as the same becomes due. The Interest and Principal Account shall be used solely for the purposes of paying principal of and interest on the Safe Drinking Water Bonds, the Prior Bonds, the Bonds and any other Parity Bonds in accordance with the provisions of the Bond Resolution, as amended by the Prior Resolutions, and this Resolution.

The minimum amounts to be so deposited in the Interest and Principal Account for debt service on the Bonds are set forth on Exhibit E-2 and incorporated herein by this reference.

(ii) There heretofore has been deposited into the Reserve Account an amount equal to the Reserve Requirement prior to the issuance of the Bonds. Upon the issuance of the Bonds, there shall be deposited into the Reserve Account an amount necessary to make the amount on deposit in the Reserve Account equal to the Reserve Requirement or a surety bond equal to that amount. The Reserve Account shall be used solely for the purpose of paying principal of or interest on the Prior Bonds, the Bonds or any other Parity Bonds other than the Safe Drinking Water Bonds at any time when there shall be insufficient money in the Interest and Principal Account. Amounts

so applied shall be derived first from cash or legal investments on credit to the Reserve Account, and second from draws or demands on Revenue Support Facilities held as a part thereof, such draws or demands to be made *pro rata* among all such Revenue Support Facilities based on the respective available amounts thereunder and upon the terms and conditions set forth in such Revenue Support Facilities. The Reserve Account shall be funded and replenished in the manner specified in Section 7 of the Bond Resolution. At no time shall any amounts in the Reserve Account be pledged to or used for the payment of the Safe Drinking Water Bonds."

Section 8. Application of Revenues. After the delivery of the Prior Bonds, the entire gross earnings of the System have been and will continue to be deposited as collected in the Revenue Fund and shall be transferred monthly to the funds listed in the Bond Resolution, as amended and supplemented by the Prior Resolutions, and this Resolution in the amounts, the order of priority and in the manner set forth in the Bond Resolution, as amended and supplemented by the Prior Resolutions and this Resolution.

Section 9. Service to the Municipality. Section 8 of the Bond Resolution is hereby amended to provide that the reasonable cost and value of the service to the Municipality in each year shall be in an amount which, together with the other revenues of the System, will produce in each Bond Year Net Revenues equivalent to not less than the annual principal and interest requirements on the Safe Drinking Water Bonds, the Prior Bonds, the Bonds, any other Parity Bonds, and any other Revenue Bonds payable from the revenues of the System when outstanding times the greater of (i) 110%, or (ii) the highest debt service coverage ratio required with respect to any Revenue Bonds payable from the revenues of the System then outstanding. All other provisions of Section 8 of the Bond Resolution still apply and are incorporated into this Section 9.

Section 10. Sale of Bonds. The bid of the Purchaser for the purchase price set forth in the Proposal be and it hereby is accepted and the Mayor and City Clerk are authorized and directed to execute an acceptance of the offer of said successful bidder on behalf of the Municipality. The good faith deposit of the Purchaser shall be retained by the Municipality and applied in accordance with the Official Notice of Sale, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The officers of the Municipality are authorized and directed to do any and all acts necessary to conclude delivery of the Bonds to the Purchaser, upon receipt of the purchase price, as soon after adoption of this Resolution as is convenient.

Section 11. Application of Bond Proceeds and Certain Funds of the Municipality. The Bond Proceeds (including any accrued interest from their date to the date of delivery) shall be deposited and applied as follows:

(a) to the Interest and Principal Account of the Special Redemption Fund, the amount of any accrued interest received from the sale of the Bonds;

(b) to the Reserve Account of the Special Redemption Fund, any amount necessary to make the amount on deposit in the Reserve Account equal to the Reserve Requirement;

(c) to the "Waterworks System Improvement Fund", a special fund hereby created and established, proceeds of the Bonds sufficient to pay the costs of the Project. Said Improvement Fund shall be adequately secured and shall be used solely for the purpose of paying the cost of extending, adding to and improving the System, as described in the preamble hereof. Any balance remaining in said Improvement Fund after paying said costs shall be transferred to the Special Redemption Fund for use in payment of principal of and interest on the Safe Drinking Water Bonds, the Prior Bonds, the Bonds and any Parity Bonds; and

(d) to the Refunding Fund, a special borrowed money fund hereby created and established, and which shall be considered to be a part of the Interest and Principal Account, the balance of the Bond Proceeds including any premium sufficient to provide for the cost of the Refunding. Said Refunding Fund shall be adequately secured and used solely to pay the cost of the Refunding. Any balance remaining in said Refunding Fund after paying the costs of the Refunding shall be transferred to the Interest and Principal Account of the Special Redemption Fund and used to pay the principal and interest on the Safe Drinking Water Bonds, the Prior Bonds, the Bonds and any Parity Bonds.

Funds of the Municipality on hand in an amount sufficient to pay the May 1, 2018 principal and interest payment due on the 2007 Bonds shall be deposited with the City Clerk as Bond Registrar for the 2007 Bonds on or prior to the date of Closing on the Bonds.

Upon issuance of the Bonds, any amounts on deposit in the Reserve Account in excess of the Reserve Requirement shall be transferred to the Refunding Fund to be used for the purposes thereof.

Section 12. Arbitrage Covenant. The Municipality shall not take any action with respect to proceeds of the Bonds or any Parity Bonds (the "Bond Proceeds") which, if said action had been reasonably expected to have been taken, or had been deliberately and intentionally taken on the date of delivery of said payment for the Bonds (the "Closing") would have caused the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code and the Regulations.

The Bond Proceeds may be temporarily invested in legal investments until needed, provided however, that the Municipality hereby covenants and agrees that so long as the Bonds remain outstanding, moneys on deposit in any fund or account created or maintained in connection with the Bonds, whether such moneys were derived from Bond Proceeds or from any other source, will not be used or invested in a manner which would cause the

Bonds to be "arbitrage bonds" within the meaning of the Code or Regulations. The Municipality covenants that it will not invest in any obligation if such investment would violate the "prohibited payment" requirement of Section 148 of the Code.

The City Clerk, or other officer of the Municipality charged with responsibility for issuing the Bonds, shall provide an appropriate certificate of the Municipality, for inclusion in the transcript of proceedings, setting forth the reasonable expectations of the Municipality regarding the amount and use of the Bond Proceeds and the facts and estimates on which such expectations are based, all as of the Closing.

Section 13. Compliance with Federal Tax Laws. (a) The Municipality represents and covenants that the projects financed by the Bonds and by the Refunded Obligations and the ownership, management and use of the projects will not cause the Bonds or the Refunded Obligations to be "private activity bonds" within the meaning of Section 141 of the Code. The Municipality further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Bonds including, if applicable, the rebate requirements of Section 148(f) of the Code. The Municipality further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The City Clerk or other officer of the Municipality charged with the responsibility of issuing the Bonds shall provide an appropriate certificate of the Municipality certifying that the Municipality can and covenanting that it will comply with the provisions of the Code and Regulations.

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

The foregoing covenants shall remain in full force and effect, notwithstanding the defeasance of the Bonds, until the date on which all of the Bonds have been paid in full.

Section 14. Official Statement. The Governing Body hereby approves the Preliminary Official Statement with respect to the Bonds and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All

actions taken by officers of the Municipality 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 of the Bonds, the appropriate Municipality 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 15. Payment of the Bonds; Fiscal Agent. The principal of and interest on the Bonds shall be paid by the City Clerk, as Bond Registrar and Paying Agent.

Section 16. Execution of the Bonds; Closing; Professional Services. The Bonds shall be issued in printed form, executed on behalf of the Municipality by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Bond Registrar, sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the Municipality of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Bonds may be imprinted on the Bonds in lieu of the manual signature of the officer but, unless the Municipality has contracted with a fiscal agent to authenticate the Bonds, at least one of the signatures appearing on each Bond shall be a manual signature. In the event that either of the officers whose signatures appear on the Bonds shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Bonds and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The Municipality hereby authorizes the officers and agents of the Municipality to enter into, on its behalf, agreements and contracts in conjunction with the Bonds, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Bonds is hereby ratified and approved in all respects.

Section 17. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Bonds eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the Municipality agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations previously executed on behalf of the Municipality and on file in the City Clerk's office.

Section 18. Redemption of the Refunded Obligations. The Refunded Obligations are hereby called for prior payment and redemption on May 1, 2018 at a price of par plus accrued interest to the date of redemption.

The City hereby directs the City Clerk to work with the Financial Advisor to cause timely notice of redemption, in substantially the form attached hereto as Exhibit G and incorporated herein by this reference (the "Notice"), to be provided at the times, to the parties and in the manner set forth on the Notice.

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 Bonds in the Record Book.

Section 20. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Bonds, to enter into a written undertaking (the "Undertaking") to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Bonds or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Bonds).

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

Section 21. Bond Insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as any municipal bond insurer which makes a commitment accepted by the Municipality to insure the Bonds may reasonably request and which are acceptable to the Mayor and City Clerk, including provisions regarding restrictions on investment of Bond Proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Bonds by the bond insurer and notices to be given to the bond insurer. In addition, appropriate reference to the municipal bond insurance policy shall be made in the form of Bond provided herein.

Section 22. Resolution a Contract. The provisions of this Resolution, together with the Safe Drinking Water Bond Resolutions, and the Bond Resolution, as previously amended by the Prior Resolutions, shall constitute a contract between the Municipality and the holder or holders of the Bonds and any Parity Bonds, and after issuance of any Bond or any Parity Bond no change or alteration of any kind in the provisions of this Resolution may be made, until all of the Safe Drinking Water Bonds, the Prior Bonds, the Bonds and any Parity Bonds have been paid in full as to both principal and interest. The holder or holders of any Bond or any Parity Bonds shall have the right in addition to all other rights, by mandamus or other suit or action in any court of competent jurisdiction,

to enforce his or their rights against the Municipality, the Governing Body thereof, and any and all officers and agents thereof, including, but without limitation, the right to require the Municipality, its Governing Body and other authorized body, to fix and collect rates and charges fully adequate to carry out all of the provisions and agreements contained in this Resolution.

DRAFT

Section 23. Conflicting Resolutions, Ordinances, Severability, Closing and Effective Date. All prior ordinances, resolutions (other than the Safe Drinking Water Bond Resolutions, the Bond Resolution, and the Prior Resolutions) rules or other actions of the Governing Body or any parts thereof in conflict with the provisions hereof shall be and the same are hereby rescinded insofar as they 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 appropriate officers and agents of the Municipality are hereby directed and authorized to do all acts and execute and deliver all documents as may be necessary and convenient to effectuate the Closing of this transaction. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

\_\_\_\_\_  
(SEAL)

DRAFT

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

Dated \_\_\_\_\_, 2018. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_, 2018. \_\_\_\_\_, Mayor

EXHIBIT A

Additional Bonds Certificate

(See Attached)

DRAFT

ADDITIONAL BONDS CERTIFICATE

The undersigned, an authorized officer of the City of Sheboygan, Sheboygan County, Wisconsin (the "City") and an authorized officer of the Water Utility of the City hereby certify as follows:

1. The City is issuing its \$4,825,000 Water Utility Revenue Bonds, Series 2018, dated March 1, 2018 (the "2018 Bonds").

2. We have reviewed and are familiar with the provisions of Resolution No. 262-03-04 adopted by the Common Council on February 16, 2004 (the "2004 Safe Drinking Water Resolution") which authorized the issuance of Water System Revenue Bonds, Series 2004, dated March 10, 2004 (the "2004 Safe Drinking Water Bonds").

3. We have also reviewed and are familiar with the provisions of Resolution No. 100-05-06 adopted by the Common Council on August 15, 2005 (the "Bond Resolution") which authorized the issuance of Water Utility Revenue Bonds, Series 2005, dated September 1, 2005.

4. We have also reviewed and are familiar with the provisions of Resolution No. 167-12-13 adopted by the Common Council on April 3, 2013 (the "2013 Resolution") which authorized the issuance of Water Utility Revenue Bonds, Series 2013, dated May 1, 2013 (the "2013 Bonds").

5. We have also reviewed and are familiar with the provisions of Resolution No. 193-14-15 adopted by the Common Council on April 20, 2015 (the "2015 Safe Drinking Water Resolution") which authorized the issuance of Water Utility Revenue Bonds, Series 2015, dated May 13, 2015 (the "2015 Safe Drinking Water Bonds"). The 2004 Safe Drinking Water Bonds and the 2015 Safe Drinking Water Bonds shall be collectively referred to as the "Safe Drinking Water Bonds" and the 2004 Safe Drinking Water Resolution and 2015 Safe Drinking Water Resolution shall be collectively referred to herein as the "Safe Drinking Water Resolutions").

6. We have also reviewed and are familiar with the provisions of Resolution No. 155-15-16 adopted by the Common Council on March 21, 2016 (the "2016 Resolution") which authorized the issuance of Water Utility Revenue Refunding Bonds, Series 2016, dated April 20, 2016 (the "2016 Bonds") (the 2013 Bonds and the 2016 Bonds shall be collectively referred to herein as the "Prior Bonds").

7. To the best of our knowledge, information and belief, the City meets the conditions set forth in Section 11 of the Safe Drinking Water Resolutions and Section 9 of the Bond Resolution, necessary to issue the 2018 Bonds on a parity and equality of rank with the Safe Drinking Water Bonds and the Prior Bonds, to wit:

(i) Net Revenues. As set forth on the attached Schedule I, the Net Revenues of the System (as defined in the Safe Drinking Water Resolutions and the Bond Resolution, as amended) for fiscal year 2017 were \$ \_\_\_\_\_ which is at least equal to the maximum annual interest and principal requirements on all bonds outstanding payable from the revenues of the System, and on the 2018 Bonds, times the greater of (i) 1.10 or (ii) the highest debt service coverage ratio to be required with respect to the 2018 Bonds or on any debt obligations payable from the revenues of the System then outstanding, which is 1.20;

(ii) No Default. The payments required to be made into the various funds and accounts provided in the Safe Drinking Water Resolutions and the Bond Resolution, as amended (including the Reserve Account, but not the Surplus Fund) are current and the City is not in default under the Bond Resolution, as amended by the 2013 Resolution and 2016 Resolution;

(iii) Payment Dates. The 2018 Bonds will be payable as to principal annually on May 1 and payable as to interest semi-annually on May 1 and November 1 of each year;

(iv) Purpose. The proceeds of the 2018 Bonds are being used solely for the purpose of purchasing, acquiring, constructing, extending, adding to, and improving (including renewing and replacing) the Water System of the City or refunding bonds issued for those purposes; and

(v) Reserve Account. The Reserve Account will be funded to an amount equal to the Reserve Requirement applicable upon the issuance of Parity Bonds as set forth in Section 1 of the Bond Resolution and in Schedule II attached hereto.

IN WITNESS WHEREOF, we have executed this Certificate in our official capacities effective this 5th day of February, 2018.

\_\_\_\_\_  
Nancy Buss  
Finance Director  
City of Sheboygan

\_\_\_\_\_  
Joe R. Trueblood  
Water Utility Superintendent  
Water Utility of the  
City of Sheboygan

EXHIBIT B

Official Notice of Sale

To be provided by the Financial Advisor and incorporated into the Resolution.

DRAFT

EXHIBIT C

Bid Tabulation

To be provided by the Financial Advisor and incorporated into the Resolution.

DRAFT

EXHIBIT D

Winning Bid

To be provided by the Financial Advisor and incorporated into the Resolution.

DRAFT

EXHIBIT E-1

Pricing Summary

To be provided by the Financial Advisor and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT E-2

Debt Service Schedule

To be provided by the Financial Advisor and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT F

(Form of Bond)

REGISTERED UNITED STATES OF AMERICA DOLLARS  
STATE OF WISCONSIN  
SHEBOYGAN COUNTY  
NO. R- \_\_\_\_\_ CITY OF SHEBOYGAN \$ \_\_\_\_\_  
WATER UTILITY REVENUE BOND, SERIES 2018

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:  
May 1, \_\_\_\_\_ March 1, 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), solely from the fund hereinafter specified, 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 semi-annually on May 1 and November 1 of each year commencing on November 1, 2018 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Bond are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Bond is registered on the Bond Register maintained by the City Clerk or City Treasurer (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding the semi-annual interest payment date (the "Record Date"). This Bond is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

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

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

This Bond is one of an issue aggregating \$4,825,000, issued for the purpose of paying the cost of extensions, additions and improvements to the municipal water utility, including financing an elevated tank (the "Project") and refunding obligations issued to pay the cost of additions, improvements and extensions to the City's Water Utility, pursuant to Article XI, Section 3, of the Wisconsin Constitution, Section 66.0621, Wisconsin Statutes, acts supplementary thereto, resolutions adopted by the Common Council on December 14, 2017 and on February 5, 2018 (the "2018 Resolution") and the Bond Resolution, as supplemented by the 2013 Resolution and 2016 Resolution (as those terms are defined in the 2018 Resolution), and is payable only from the income and revenues derived from the operation of said Water Utility. Such revenues have been set aside and pledged as a special fund for that purpose and identified as "Special Redemption Fund", created by the Bond Resolution and continued by the 2013 Resolution, the 2016 Resolution and the 2018 Resolution. The City has heretofore issued and has outstanding certain Water Utility Revenue Bonds defined in the 2018 Resolution as the Safe Drinking Water Bonds and the Prior Bonds. The Bonds are issued on a parity with the Safe Drinking Water Bonds and the Prior Bonds and are secured by an equal lien and claim to the revenues and properties of the Water Utility and the monies on deposit in the Special Redemption Fund (referenced below), except that the Safe Drinking Water Bonds are not secured by a pledge of the Reserve Account. This Bond does not constitute an indebtedness of the City within the meaning of any constitutional or statutory debt limitation or provision.

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

It is hereby certified, recited and declared that all conditions, things and acts required by law to exist, happen, and be performed precedent to and in the issuance of this Bond have existed, have happened and have been performed in due time, form and manner as required by law; and that sufficient of the income and revenue to be received by said City from the operation of its System has been pledged to and will be set aside into a special fund for the payment of the principal of and interest on this Bond.

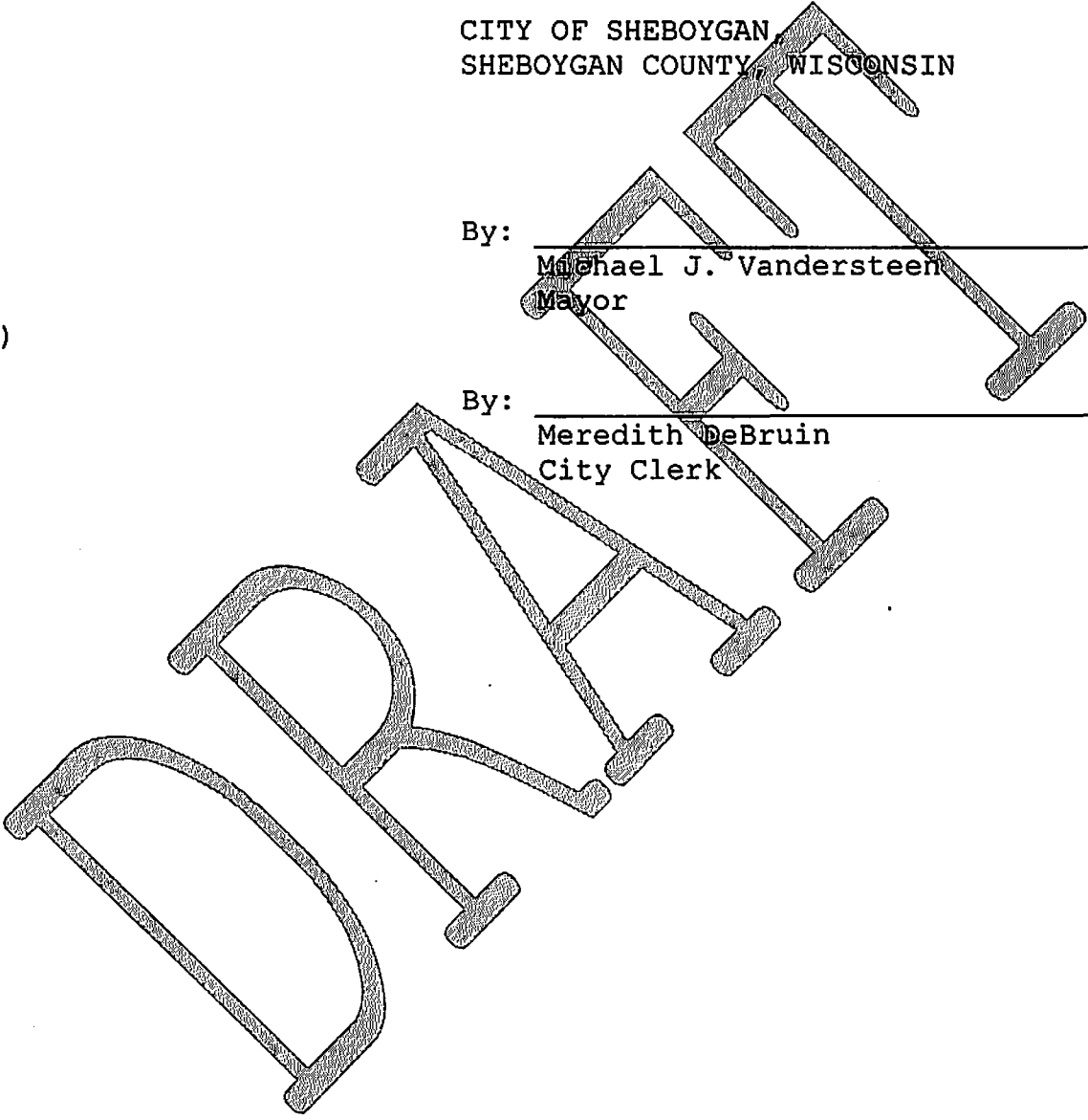
IN WITNESS WHEREOF, the City of Sheboygan, Sheboygan County, Wisconsin, by its governing body, has caused this Bond to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all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

CITY OF SHEBOYGAN,  
SHEBOYGAN COUNTY, WISCONSIN

By: \_\_\_\_\_  
Michael J. Vandersteen  
Mayor

By: \_\_\_\_\_  
Meredith DeBruin  
City Clerk

(SEAL)



ASSIGNMENT

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

\_\_\_\_\_  
(Name and Address of Assignee)

\_\_\_\_\_  
(Social Security or other Identifying Number of Assignee)

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

Dated: \_\_\_\_\_

Signature Guaranteed:

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

\_\_\_\_\_  
(Depository or Nominee Name)

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

\_\_\_\_\_  
(Authorized Officer)

EXHIBIT G

NOTICE OF FULL CALL\*

Regarding

CITY OF SHEBOYGAN  
SHEBOYGAN COUNTY, WISCONSIN  
WATER UTILITY REVENUE BONDS, SERIES 2007  
DATED APRIL 15, 2007

NOTICE IS HEREBY GIVEN that the Bonds of the above-referenced issue which mature on the dates and in the amounts; bear interest at the rates; and have CUSIP Nos. as set forth below have been called by the City for prior payment on May 1, 2018 at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the date of prepayment:

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP No.</u>
05/01/2019	\$225,000	4.125%	821037CY2
05/01/2020	225,000	4.20	821037CZ9
05/01/2021	225,000	4.25	821037DA3
05/01/2022	225,000	4.30	821037DB1
05/01/2023	250,000	4.35	821037DC9
05/01/2024	275,000	4.40	821037DD7
05/01/2025	300,000	4.40	821037DE5
05/01/2026	300,000	4.50	821037DF2
05/01/2027	300,000	4.50	821037DG0

The City shall deposit federal or other immediately available funds sufficient for such redemption at the office of The Depository Trust Company on or before May 1, 2018.

Said Bonds will cease to bear interest on May 1, 2018.

By Order of the  
Common Council  
City of Sheboygan  
City Clerk

Dated \_\_\_\_\_

\* To be provided by registered or certified mail, overnight express delivery, facsimile transmission, or electronic transmission, to The Depository Trust Company, Attn: Supervisor, Call Notification Department, 570 Washington Blvd., Jersey City, NJ 07310, not less than thirty (30) days nor more than sixty (60) days prior to May 1, 2018 and to the MSRB electronically through the Electronic Municipal Market Access (EMMA) System website at [www.emma.msrb.org](http://www.emma.msrb.org). Notice shall also be provided to Financial Security Assurance Inc., New York, New York, or any successor, the bond insurer of the Bonds.

III

Res. No. \_\_\_\_\_ - 17 - 18. By Alderpersons Donohue and Bohren. January 15, 2018.

A RESOLUTION authorizing payment of \$53,940 to the Northwestern Lake Michigan Service Area for the purchase of wetland credits for the Sheboygan Business Park expansion.

WHEREAS, in order to proceed with obtaining a permit from the Wisconsin Department of Natural Resources, the city will need to purchase wetland credits to make up for the proposed filling of 0.6 acres of wetlands as it relates to the business center project.

WHEREAS, the wetland credit fees are eligible under the Tax Incremental District 18.

RESOLVED: That the appropriate City Officials are hereby authorized to enter into contract with Northwestern Lake Michigan Service Area for \$53,940 and draw orders on Account Number 407661100-521900 in payment of same.

\_\_\_\_\_  
\_\_\_\_\_

*Finance + Personnel.*

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

**Please Remit To:**  
 DNR ACCOUNTS RECEIVABLE  
 STATE OF WISCONSIN  
 PO BOX 78816  
 MILWAUKEE WI 53278-0816



**INVOICE**  
 State of Wisconsin  
 Dept of Natural Resources

**Bill To:**

000001  
 CITY OF SHEBOYGAN  
 CHAD PELISHEK  
 828 CENTER AVENUE STE 104  
 SHEBOYGAN WI 53081-4466

**Invoice No: 370-000007111**  
**Invoice Date: 1/9/18**  
**Page: 1 of 1**

**Customer Number: MUNI000219**  
**Payment Terms: NET30**  
**Due Date: 2/8/18**  
  
**AMOUNT DUE: 53,940.00 USD**

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**Amount Remitted**

For billing questions, please call

Line	Identifier	Description	Project	Quantity	UOM	Unit Amt	Original Net Amount
1		WWCT - 0.87 Adv Cr - Admin	370000000000 015	1.00		5,394.00	5,394.00
2		WWCT - 0.87 Adv Cr - Contingen	370000000000 015	1.00		2,697.00	2,697.00
3		WWCT - 0.87 Adv Cr - NWLkMich	370000000000 015	1.00		45,849.00	45,849.00
<b>Subtotal:</b>							<b>53,940.00</b>
<b>Amount Due:</b>							<b>53,940.00</b>

**END OF INVOICE**

**==**

III

Res. No. \_\_\_\_\_ - 17 - 18. By Alderperson Draughon. January 15, 2018.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the purchase of Five (5) Police Department Patrol Duty Ford Police Utility Interceptor all-wheel drive vehicles.

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with Ewald's Hartford Ford of Hartford WI for the purchase of Five (5) 2018 Ford Utility Police Interceptors at a cost of \$163,972.50 as per the State of WI Contract and;

BE IT FURTHER RESOLVED: That the vehicles to be replaced will be sold by the City of Sheboygan and the proceeds from which will be returned to the appropriate fund and;

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw orders on the Police Department Account Number 40021140-641100 in the amount of \$ 163,972.50 in payment of same.

*Public Safety*

\_\_\_\_\_

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

**CITY OF SHEBOYGAN**

**REQUEST FOR PUBLIC SAFETY COMMITTEE CONSIDERATION**

**ITEM DESCRIPTION:** Resolution authorizing the Purchasing Agent to enter into contract for the purchase of (5) 2018 Ford Utility Interceptor All Wheel Drive Police Vehicles for the Sheboygan Police Department.

**REPORT PREPARED BY:** Bernard Rammer, Purchasing Agent

**REPORT DATE:** January 15, 2018

**MEETING DATE:** January 24, 2018

**FISCAL SUMMARY:**

**STATUTORY REFERENCE:**

Budget Line Item: 40021140-641100  
Budget Summary: 2018 Capital Improvements  
Budgeted Expenditure: \$ 165,000.00  
Budgeted Revenue: N/A

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

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**BACKGROUND / ANALYSIS:** The Sheboygan Police Department has included the replacement of five of its marked Squad Cars in the 2018 Capital Improvements budget to replace older units which are nearing the end of their expected useful life.



**STAFF COMMENTS:**

The City of Sheboygan Police Department has modified their squad replacement schedule and now replaces squad cars every four years. As in past years, the pricing includes discounts available under the State of WI Contract which supersedes the need to competitively bid the vehicles.

The total cost of the purchase of the five vehicles, including Registration and licenses fees is \$163,972.50. Following the receipt of the new vehicles, the 4 year old vehicles will be sold with the proceeds returned to the Finance Director.

**ACTION REQUESTED:**

Motion to recommend the Common Council approve the Resolution by Ald. Draughon authorizing contracting for the purchase of (5) 2018 Ford Utility Interceptor Police Vehicles at a total cost of \$163,972.50 from Ewald's Hartford Ford in Hartford WI.

**ATTACHMENTS:**

I. Resolution \_\_\_\_\_ -17-18

III

Res. No. \_\_\_\_\_ - 17 - 18. By Alderperson Wolf. January 15, 2018.

A RESOLUTION authorizing advertising bids for the City Hall Renovation Project.

RESOLVED: That the Department of Public Works is authorized and directed to advertise for bids under the five percent (5%) alternative of Section 62.15 (3), Wisconsin Stats, for the renovation of City Hall according to the plans and specifications prepared by Bray Architects, and submit a resume of bides received and accepted to the Common Council for further consideration.

*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

III

Res. No. \_\_\_\_\_ - 17- 18. By Alderperson Wolf. January 15, 2018.

A RESOLUTION authorizing the appropriate City Officials to enter into a contract with Floatation Docking Systems for replacement of bottom galvanized sheet steel on finger piers and replacement of two finger piers.

WHEREAS, the Department of Public Works is waving the competitive bid due to having prior contracts with Floatation Docking Systems for the reskinning project they completed for Harbor Centre in fall of 2017.

RESOLVED: The appropriate City Officials are hereby authorized to enter into a contract with Floatation Docking Systems to replace the galvanized sheet steel on finger piers and replace two finger piers totaling \$79,640.00.

BE IT FURTHER RESOLVED: The appropriate City Officials are hereby authorized to draw orders on account #29037500-621200 Harbor Centre Marina Fund in payment of same.

Public Works

\_\_\_\_\_

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

\_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor



*Flotation Docking Systems, Inc.*

**HARBOR CENTRE MARINA**  
FINGER PIER RESKIN

Submitted To: Matt Bauer  
Date: December 14, 2017  
Location: Sheboygan, WI.

P. O. Box 178 ~ 160 Hodeck Street ~ Cedarville, Michigan 49719  
Ph (906) 484-3422 ~ Fx (906) 484-2335 ~ [info@flotationdocking.com](mailto:info@flotationdocking.com) ~ [www.flotationdocking.com](http://www.flotationdocking.com)



# Flotation Docking Systems, Inc.

## **-PROPOSAL-**

Matt Bauer  
Harbor Centre Marina  
821 Broughton Dr.  
Sheboygan, WI. 53081  
[mbauer@f3marina.com](mailto:mbauer@f3marina.com)

Re: Finger Pier Reskin and Replacement.

Matt,

Per our recent conversation, the following proposal / contract is for replacement of bottom galvanized sheet steel on finger piers as specified below, along with the replacment of two finger piers. These items were incorporated in our 11/28/17 Repair Estimate with a number of other options. The following project descriptions along with associated pricing have been copied from the above referenced estimate.

### **Reskinning**

The reskinning project we completed for Harbor Centre this fall utilized a flat rate mobilization along with range pricing for different sized finger piers. The project went very well and the actual numbers came in below the low end of our range price. We feel comfortable with this approach, therefore, as reiterated below, we will maintain the same estimated prices as provided on 7/12/16 and then again for the last project.

### **Mobilization:**

Mobilization of crew and equipment would be a flat rate of \$3,420 regardless of quantity or size of finger piers being "reskinned".

### **Project Qualifications:**

- Work site would require **uninterrupted** use of two lanes of your launch ramp.
- Dumpster services for disposal of removed materials would be provided by owner. **The dumpster must be on site when our crew arrives.**
- The proposed repairs would replace bottom galvanized sheet steel only. Should the integrity of upper sheet steel also be compromised, we would recommend replacement of affected section.
- This estimate assumes all polystyrene flotation material is still intact and that current pier liveload is acceptable.
- We would of course perform a reasonable site cleanup in this area after repairs are complete, however a total and "thorough" cleanup would be considered the owners' responsibility.

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# Flotation Docking Systems, Inc.

## Range Price Estimate:

Based on previously provided range pricing per size and quantity of fingers, our current estimate is \$5,040 - \$5,760, for two (2) 4' x 45' fingers at slips G19/21 and G35/37.

## Reskin F-Dock Fingers

I have discussed this part of the project with both Curt and Eric. Although they both "think" they know how these docks are constructed and what we would have to do to reskin, they aren't certain. We have never pulled one of these fingers out of the water for inspection to determine how to proceed. Therefore, we are estimating with a much higher psf range price and the following qualifications. If construction is as we anticipate when we pull the first section out of the water, repairs should be within the estimated range below. However, if this process reveals a design that is incompatible with our plan, we reserve the right to revise or withdraw our estimate for this portion of the project.

With the above in mind, our estimate to reskin F-Dock finger piers (4 - 4' x 40' and 5 - 4' x 50'), would be \$36,960 - \$49,280.

## Replace Two Fingers

Replace finger piers at slips F3/5 and G7/9. We would match existing features, along with including delivery, and installation.

Your cost to replace these two finger piers currently amounts to \$19,590.

Disposal of finger piers being replaced would be an additional \$1,590.

## Scheduling

For your planning, as well as ours, I feel it's appropriate to explain our method of scheduling this type of work.

Finger pier replacement could be scheduled for anytime (dependent upon other prior contract commitments) there is no ice and temperatures are above freezing for site welding. However, as you know, our spring schedule is typically very compressed. Therefore, we schedule both production and installation in the order in which we receive contract acceptance.

Finger pier reskinning projects are typically scheduled after Labor Day, during the fall, as we consider this type of work to be more of a maintenance item that is known well in advance, verses a

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## Flotation Docking Systems, Inc.

necessity to open a marina in the spring. Nevertheless, a small number of fingers in critical condition can be reskinned during the spring / summer, however this possibility would be very much dependent upon our workload and likely would not be committed to in our schedule more than one week in advance due to other more critical issues that may arise.

As we also discussed, should above project description need to be adjusted prior to production due to other necessary repairs, the same would be reflected in a Change Order to this Contract.

Should you have any questions or comments after your review of the above, please feel free to contact me. If you agree with the above and would like to proceed, please indicate the same with your signature on the attached contract and return copy to us along with deposit.

We appreciate your confidence in the products and services that we provide and look forward to continuing to work with you.

Best regards,

Jeffrey J. Cason

Cc: Cody Carmichael - FDS  
Joni Burger - FDS





*Flotation Docking Systems, Inc.*

## **CONTRACT TERMS & CONDITIONS**

P. O. Box 178 ~ 160 Hodeck Street ~ Cedarville, Michigan 49719  
Ph (906) 484-3422 ~ Fx (906) 484-2335 ~ [info@flotationdocking.com](mailto:info@flotationdocking.com) ~ [www.flotationdocking.com](http://www.flotationdocking.com)



# Flotation Docking Systems, Inc.

## **I. Terminology:**

- a. "FDS" – Refers to Flotation Docking Systems, Inc.
- b. "Owner" – Refers to the original purchaser of the dock system.
- c. "Dock System" – Refers to the entire floating pier system as described in The Proposal.
- d. "The Proposal" – Refers to attached proposal document that was submitted to the owner (or owner's representative) as a quotation for bidding purposes. Proposal may be modified from original form to reflect changes discussed after the initial bid submittal.
- e. "The Contract" – Refers to the binding agreement between FDS and the Owner, as detailed in The Proposal and this agreement.
- f. "Change Order" – Refers to a document authorizing a deviation from The Proposal and/or Shop Drawings that results in a monetary impact to the Contract value. Both parties must accept all change orders, in writing.
- g. "Shop Drawings" – Refers to project plans which are used for the purpose of dock fabrication.
- h. "Notice of Final Completion" – Refers to a document issued by FDS identifying a project completion date.

## **II. Entire Agreement:**

- a. The terms and conditions of this contract, in its entirety without exception, shall act as a binding agreement between FDS and The Owner. And as such, it shall extend to all officers, board members, future transferees, or any other agent/entity acting under the direction, control, or on behalf of either party.
- b. Any item(s) noted within parenthesis will not detract from this agreement in any way, and shall accordingly be treated as part of The Agreement.

## **III. Severability:**

The invalidity or unenforceability of any particular provision of this agreement shall not affect the other provisions hereof, and this agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

## **IV. Scheduling:**

- a. A deposit for the amount indicated above is required to secure The Owner's position in the FDS production schedule.
- b. FDS agrees to fully complete all work required pursuant to this proposal on or before *November 1, 2018 pending acceptance of this contract prior to December 31, 2017*. Should Change Orders or unforeseen conditions occur that would result in a delay in the completion of The Contract, FDS shall notify The Owner of the same within 48 hours of the commencement of the delay.
- c. In the event FDS is delayed by reasons of force majeure, including acts of God, fire, flood, acts of The Owner, abnormal adverse weather conditions, or other causes shown to be without the fault of and beyond the control of FDS (including emergencies requiring immediate attention of FDS crews), FDS reserves the right to unilaterally adjust any portion of the schedule (production, installation, or otherwise).
- d. In the event that a Change Order may delay project completion, FDS shall update The Owner as to the newly anticipated project completion date. If approved by both parties, the updated date shall become the project completion date as set forth above.

## **V. Completion of Work:**

- a. Once all portions of work have been entirely carried out in accordance with The Proposal, Shop Drawings, The Contract, and any Change Orders, FDS shall furnish a Notice of Final Completion to The Owner, which must be signed by both parties.
- b. The Notice of Final Completion shall establish a firm date for the purpose of all warranties and final billing.
- c. Within thirty (30) business days of issuing the Notice of Final Completion, an operations and maintenance manual will be submitted to The Owner.



# Flotation Docking Systems, Inc.

## VI. Title & Risk of Loss:

- a. FDS shall retain title of the Dock System until all work has been carried out in accordance with The Proposal *and* paid in full by The Owner.
- b. Risk of loss shall transfer from FDS to The Owner in a piecemeal fashion as individual portions of the Dock System are delivered. For the purpose of this agreement, an item shall be considered "delivered" once it has been transported to the project site (or referenced storage facility) and fully offloaded.

## VII. Payment:

- a. Payment to be carried out as stated above on signature page of this agreement.
- b. FDS may deviate from the payment schedule established herein for individual payment applications. Each application shall be accompanied with evidence of work completed via photographs, packing slips, etc.
- c. Any amounts not paid within 30 calendar days of the invoice date are subject to a 1.5% monthly interest rate.
- d. FDS reserves the right to utilize small claims court for any amount(s) under \$5,000 not fully paid within ninety (90) calendar days in accordance with State of Michigan Law.

## VIII. Modifications:

- a. In the event that the Owner wishes to alter the dockage design and/or modify terms of this agreement, it must be noted via written Change Order and approved by both parties. All Change Orders shall clearly state the nature of the change, impact to contract value, and reason for modification.
- b. Any changes, modifications, or alterations made to the dock system after FDS has issued the Notice of Final Completion that are not conducted or approved by FDS (in writing) may void any existing warranty partially or entirely.
- c. FDS shall be released from *any and all* liability pertaining to modifications and/or work not conducted or approved by an agent of FDS.

## IX. Indemnification:

To the greatest extent allowed by law, as amended over time, the Owner agrees to forever indemnify and hold harmless FDS and its employees/agents against any and all claims, suits, actions, torts, legal or administrative proceedings, demands, judgments, liabilities, attorney/arbitrator fees, and expenses of any nature (or claims thereof) arising out of misuse, injury, death, damage, loss, negligence, breach, or any other matter as it pertains to the dock, so long as FDS has not acted grossly negligent in fabricating the dock system or completing the work is identified in The Proposal.

## X. Dispute Resolution:

Except for circumstances that qualify for small claims court as stated in Section VII – Payment (Item D), all disputes that cannot be solved by compromise and/or general discussion shall be addressed via mediation and/or arbitration as follows:

- a. If both parties agree to mediate the dispute they may select a mediator to assist in settling the dispute. The mediator shall be mutually selected, shall be an expert in the area of the dispute, and shall be paid equally by both parties. If the parties are unable to resolve the dispute through mediation then they shall proceed to arbitration pursuant to the terms of this contract.
- b. If the parties are unable to successfully mediate the claim, or choose to forgo mediation, any breach, controversy, dispute or claim arising out of, or relating to this contract shall be settled by arbitration. The parties to this contract are *not allowed to litigate* any disputes regarding this contract in a court of United States of America law. The parties *must* use arbitration rather than litigation to resolve their disputes regarding this contract. The arbitration shall be held in accordance with the American Arbitration Association rules and regulations. In addition the following provisions shall apply:
  - i. If both parties agree, the arbitration hearing may be tried via telepresence.
  - ii. The arbitrator shall be an individual who has substantial experience regarding the nature of the dispute.



# Flotation Docking Systems, Inc.

- iii. The request for arbitration shall be made no later than six months after the party knew, or should have known, of the issue in dispute.
- iv. The arbitrator shall determine who shall pay all arbitration and legal fees, including, but not limited to: American Arbitration Association fees, arbitrators fees, arbitrator's travel costs, damages, etc.
- v. All arbitrations are to be tried under the state of Michigan law. The arbitration hearings shall occur in St. Ignace, Michigan, or Sault Ste. Marie, Michigan.
- vi. The arbitrator's written decision shall be final and binding on all parties.

## **XI. Design Criteria:**

- a. Unless specifically noted otherwise, floating piers, anchorages and connections shall be designed and engineered in accordance with the MDNR Specification for Small Craft Harbors and ASCE Report No. 50, "Small Craft Harbors", dated 2000 or current edition.
- b. As a condition of this agreement, The Owner acknowledges approval of all dockage and/or utility design specifications as stated within the Proposal. Any aspect that is changed or modified as a result of The Owner's review of Shop Drawings shall require a written Change Order as stated in section VIII. – *Modifications*.
- c. In the event that The Owner wishes to utilize an alternate specification for the purpose of designing or engineering any portion of the Dock System, the following shall apply:
  - i. The Owner shall be responsible for securing the services a registered professional engineer for the purpose of establishing the new specification(s).
  - ii. The selected engineer shall be licensed for the state in which the Dock System is to be installed.
  - iii. All expenses for the engineer's service shall be paid entirely by The Owner.
  - iv. If FDS is required to re-engineering unrelated components of the Dock System as a result of the new specification(s), FDS reserves the right to adjust pricing accordingly.
- d. Any additional project specific engineering that may be required/requested shall be completed at The Owner's expense.

## **XII. Scope of Work:**

- a. FDS shall only be responsible for completing work as described in The Proposal.
- b. FDS shall not be responsible for paying any fees, expenses, fines, penalties, or undertaking any other mitigating circumstances due to incorrect/incomplete work of others.
- c. In the event that a Change Order modifies a portion the FDS scope of work as described in The Proposal, either directly or indirectly, the this agreement shall govern the Change Order as if part of the original Contract.

## **XIII. Breach of contract:**

- a. A breach of contract is considered to have occurred when one party has acted in a manner that is inconsistent with this agreement.
- b. In the event that a breach of this agreement were to occur, the breaching party may not sue or take any other legal action against the non-breaching party to this contract.

## **XIV. Warranties:**

- a. FDS warrants to the Owner of the dock system that all products shall be free from defects in materials, workmanship, and/or design under normal use for a period of five years. Any portion of the Dock System that is not engineered and stamped by an FDS appointed independent engineer may not be covered as a part of this warranty. At any time within the warranty period, FDS will replace any part, assembly, or portion thereof deemed defective as revealed by an inspection conducted by an agent of FDS.
- b. FDS does not extend the above warranty to products manufactured by others and used as part of this work (i.e. utility pedestals, sewage pump outs, fuel dispensers, etc.). We will however, endeavor to pursue to a reasonable extent, warranty coverage as provided by the affected product's manufacturer.
- c. FDS shall not be responsible for any damage resulting from any misuse, alteration, or transportation after delivery.
- d. Any/all damage caused by flooding, windstorm, fire, moving ice (thermal expansion, current, or wind driven), or any act of God exceeding the general design criteria shall not be covered by this warranty.

P. O. Box 178 ~ 160 Hodeck Street ~ Cedarville, Michigan 49719

Ph (906) 484-3422 ~ Fx (906) 484-2335 ~ [info@flotationdocking.com](mailto:info@flotationdocking.com) ~ [www.flotationdocking.com](http://www.flotationdocking.com)

VIII

R. C. No. \_\_\_\_\_ - 17 - 18. By PUBLIC WORKS COMMITTEE. January 15, 2018.

Your Committee to whom was referred Res. No. 121-17-18 by Alderperson Wolf authorizing the appropriate City Officials to advertise for a request for proposal from qualified vendors for establishment and operation of an authentic German Beer Garden Concession at Kiwanis Park area eight, in the City of Sheboygan; recommends passing the Resolution.

*mg*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

III

Other Matters

B.2

Res. No. 121- 17 - 18. By Alderperson Wolf. December 18, 2017.

A RESOLUTION authorizing the Appropriate City Officials to advertise for a request for proposal from qualified vendors for establishment and operation of an authentic German Beer Garden Concession at Kiwanis Park, area eight, in the City of Sheboygan.

WHEREAS: The city is looking at providing additional recreation facilities for the benefit of its citizens and park system.

WHEREAS: City officials have talked to several vendors and have researched communities that provide a beer garden in their parks system.

WHEREAS: The Public Works Department would like to better use an underutilized area in Kiwanis Park.

WHEREAS: A request for proposal would allow all qualified vendors equal opportunity to make a proposal for the operation of the beer garden.

RESOLVED: That the appropriate City Officials are hereby authorized to advertise for a proposal for the establishment and operation of an authentic German Beer Garden Concession at Kiwanis Park, area eight, in the City of Sheboygan.

Public Works approve

  
\_\_\_\_\_

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

\_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_, \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_, \_\_\_\_\_, Mayor

# REQUEST FOR PROPOSALS CITY OF SHEBOYGAN



## BEER GARDEN CONCESSION KIWANIS PARK AREA #8

REQUEST FOR PROPOSALS # 1933-17  
Due Date **January 15, 2018**

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## 1 NOTICE TO PROPOSERS

### 1.1 Summary

The City of Sheboygan ("City") is soliciting Proposals from qualified vendors for establishment and operation of an authentic German Beer Garden Concession at Kiwanis Park in the City of Sheboygan. Vendors submitting Proposals ("Proposers") are required to read this Request for Proposals ("RFP") in its entirety and follow the instructions contained herein.

### 1.2 Important Dates

Deliver Proposals no later than the due time and date indicated below. The City will reject late Proposals:

Issue Date: December 6, 2017  
Questions Due: January 3, 2018  
Proposals Due: 1:00 pm on January 15, 2018

### 1.3 Format

Submit Technical and Cost Proposals (Form D) in separate, distinct parts within the proposal package.

Hardcopy proposals typed and securely bound on 8.5 by 11-inch paper, otherwise identical to the electronic version.

Electronic proposal in a PDF format stored on a common media (CD, DVD, or flash drive), identical in content and sequence to hardcopy proposals submitted.

Cost Proposal (Form D): One Copy  
Technical Proposal: Five Copies  
Electronic Proposal: One (1) complete copy (Cost and Technical)

The City will not consider illegible Proposals.

Elaborate proposals (i.e., expensive artwork) beyond that sufficient to present a complete and effective proposal, are not necessary or desired.

### 1.4 Labeling

All proposals must be clearly labeled:

Request for Proposals # 1933-17  
Proposer's Name and Address  
Title: Kiwanis Park Beer Garden Concession  
Due: Wednesday, January 15, 2018

### 1.5 Delivery of Proposals

Delivery of hard copies to:

City of Sheboygan Purchasing Agent  
City Hall-Attention Bernard Rammer  
828 Center Avenue, Suite 205  
Sheboygan WI 53081

Delivery of electronic copy to:

Via email: [Bernard.rammer@sheboyganwi.gov](mailto:Bernard.rammer@sheboyganwi.gov)  
or on a commonly used media included with the hard copies such as CD/DVD/Jump Drive

Proposals must be delivered as instructed. Deliveries to other City departments and/or locations may result in disqualification.

Note: When mailing your response via a third party delivery service, the outside of the packaging MUST be clearly marked with the RFP/RFQ name and number. This ensures that the bid can be delivered to the purchasing agent without having to open the bid.

#### 1.6 Appendix A: Standard Terms & Conditions

Proposers are responsible for reviewing this attachment prior to submission of their Proposals. City of Sheboygan Standard Terms and Conditions are the minimum requirements for the submission of Proposals.

#### 1.7 Appendix B: Sample Agreement

Proposers are responsible for reviewing this attachment prior to submission of their Proposals. The Sample Agreement shall serve as the basis of the contract resulting from this RFP. The terms of this template contract shall become contractual obligations following award of the RFP. By submitting a proposal, Proposers affirm their willingness to enter into a contract containing these terms.

#### 1.8 Multiple Proposals

Multiple Proposals from Proposers are permitted; however, each must fully conform to the requirements for submission. Proposers must sequentially label (e.g., Proposal #1, Proposal #2) and separately package each Proposal. Proposers may submit alternate pricing schemes without having to submit multiple Proposals.

#### 1.9 City of Sheboygan Contact Information

The City of Sheboygan Purchasing Agent:  
Bernard Rammer  
828 Center Avenue, Suite 205  
Sheboygan WI 53081  
(920)459-3469  
Bernard.rammer@sheboyganwi.gov

The City employs spam filtering that occasionally blocks legitimate emails, holding them in "quarantine". The contact listed in this RFP will acknowledge all emails received. Proposers not receiving acknowledgement within twenty-four hours shall follow-up via phone with specific information identifying the originating email address for message recovery.

#### 1.10 Inquiries, Clarifications, and Exceptions

Proposers are to raise any questions they have about the RFP document without delay. Direct all questions, *in writing*, to the Purchasing Agent via U.S Mail or electronic mail.

Proposers finding any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP document shall immediately notify the Buyer and request clarification. In the event that it is necessary to provide additional clarification or revision to the RFP, the City will send addenda to all bidders of record— see 1.11 below.

Proposals should be as responsive as possible to the provisions stated herein. A prospective vendor may take "exception" to bid terms, conditions, specifications and dates stated within the bid package. However, the City of Sheboygan reserves the right to disqualify any and all bids submitted which include exceptions, if deemed not in the City's best interests.

## Addenda

In the event that it is necessary to provide additional clarification or revision to the RFP, the City will issue addenda to all bidders of record. It is the Proposers responsibility to **register their Email** address with the Purchasing Agent (Bernard.rammer@sheboyganwi.gov) in order to receive the addenda. Proposers must acknowledge the receipt of any addenda on Form B. Failure to register or retrieve addenda and include their provisions may result in disqualification. Addenda to be distributed will include any questions received and answers to same.

### 1.11 Oral Presentations/Site Visits/Meetings

Proposers may be asked to attend meetings, make oral presentations, inspect City locations or make their facilities available for a site inspection as part of this RFP process. Such presentations, meetings or site visits will be at the Proposers expense.

### 1.12 Acceptance/Rejection of Proposals

The City reserves the right to accept or reject any or all proposals submitted, in whole or in part, and to waive any informalities or technicalities, which at the City's discretion is determined to be in the best interests of the City. Further, the City makes no representations that a contract will be awarded to any proposer responding to this request. The City expressly reserves the right to reject any and all proposals responding to this invitation without indicating any reasons for such rejection(s).

The City reserves the right to postpone due dates and openings for its own convenience and to withdraw this solicitation at any time without prior notice.

### 1.13 Withdrawal or Revision of Proposals

Proposers may, without prejudice, withdraw Proposals submitted prior to the date and time specified for receipt of Proposals by requesting such withdrawal before the due time and date of the submission of Proposals. After the due date of submission of Proposals, no Proposals may be withdrawn for a period of 90 days or as otherwise specified or provided by law. Proposers may modify their Proposals at any time prior to opening of Proposals.

### 1.14 Non-Material and Material Variances

The City reserves the right to waive or permit cure of nonmaterial variances in the offer if, in the judgment of the City, it is in the City's best interest to do so. The determination of materiality is in the sole discretion of the City.

### 1.15 Public Records

Proposers are hereby notified that all information submitted in response to this RFP may be made available for public inspection according to the Public Records Law of the State of Wisconsin or other applicable public record laws. Information qualifying as a "trade secret" as defined in State of Wisconsin Statutes and identified as same by the Proposer may be held confidential.

Proposers shall seal separately and clearly identify all information they deem to be "trade secrets," as defined in the State of Wisconsin Statutes. Do not duplicate or co-mingle information, deemed confidential and sealed, elsewhere in your response.

#### S. 19.36(5)

(5) TRADE SECRETS. An authority may withhold access to any record or portion of a record containing information qualifying as a trade secret as defined in s. 134.90(1)(c).

s. 134.90(1)(c)

(c) "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

The City cannot ensure that information will not be subject to release if a request is made under applicable public records laws. The City cannot consider the following confidential: a bid in its entirety, price bid information, or the entire contents of any resulting contract. The City will not provide advance notice to Proposers prior to release of any requested record.

To the extent permitted by such laws, it is the intention of the City to withhold the contents of Proposals from public view until such times as competitive or bargaining reasons no longer require non-disclosure, in the City's opinion. At that time, all Proposals will be available for review in accordance with such laws.

#### 1.16 Tax Exempt

The City of Sheboygan as a municipality is exempt from payment of federal excise taxes and State of Wisconsin taxes per Wisconsin statute 77.54(9a). Federal Tax ID #39-6005599. A completed Wisconsin Department of Revenue Form S-211 (R.2-00) can be furnished. Our CES number is 245770.

#### 1.17 Proposers Responsibility

Proposers shall examine this RFP and shall exercise their judgment as to the nature and scope of the work required. No plea of ignorance concerning conditions or difficulties that exist or may hereafter arise in the execution of the work under the resulting contract, as a consequence of failure to make necessary examinations and investigations, shall be accepted as an excuse for any failure or omission on the part of the Proposers to fulfill the requirements of the resulting contract.

## 2 DESCRIPTION OF SERVICES/COMMODITIES

### 2.1 Introduction

The City of Sheboygan is accepting proposals from qualified vendors for the right to provide an authentic German Beer Garden (*Biergarten*) concession in Kiwanis Park. These services may include, but are not limited to; 1) Establishment and construction of a suitable outdoor concession facility 2) complete operation of the concession 3) acceptance of overall responsibility for the included facilities even while closed 4) advertisement of the concession to promote use. Successful proposers will consider how their services complement and integrate with existing park uses as well as engage a diversity of members of the community. The successful Proposer(s) shall compensate the City in return for these rights, meet the City's requirements for operations and abide by the City's terms and conditions for granting these rights, set forth in this solicitation and also in the resulting agreement, if issued.

### 2.2 Goals

The goal of signing an agreement with an outside vendor(s) and conveying the rights to provide these services is to serve the public interest of Park patrons by offering seasonal services and enhance the safety and ambience of these parks by maintaining a business in an under- utilized area of the park.

### 2.3 Term

The agreement, if issued, shall commence in the spring of 2018 and end on December 1, 2021. Upon mutual agreement the City and selected vendor(s) may extend the agreement for up to two additional one year periods (i.e. 2022 & 2021). The City reserves the right to negotiate an alternate term. The terms and conditions of this RFP cover the initial and all subsequent agreement periods granted.

### 2.4 Locations/Background Information

The solicitation includes rights for Area # 8, Kiwanis Park, Kiwanis Park Drive, Sheboygan WI. Parking for patrons is currently available along Kiwanis Park Drive. Area # 8 is a well shaded, level area of the park adjacent to a stretch of the Sheboygan River. Nearby park amenities include a public boat/kayak launch, a new skateboard park and several ball diamonds and soccer fields.

### 2.5 Amenities

Use of the following amenities shall be available to the Permittee(s): **Main shelter** including bathrooms and drinking fountain, storage area, electrical outlets and water connections. Water connections will be turned on from approximately April 1st to October 30th each season. The **Concession Stand** is situated to the South of the Main Shelter. In addition, there is a large green space area to the east of both the Main Shelter and the concession stand. This area borders the Sheboygan River.

Note: The Jaycee Pavilion to the south of the Concession stand is **not** included in this offering initially but could be made available for specific events or possibly be incorporated into the area at a future date by mutual agreement.

### 2.6 No Real Estate

It is expressly understood and agreed that this Agreement is not a lease or a conveyance of Real Estate, but merely a granting to Permittee the right to conduct certain activities and provide certain services on City property for the benefit and convenience of the public.

### 2.7 Requirements for Operations

Permittee must abide by the following requirements in order for the City to continue granting to the Permittee the right to conduct concession activities:

#### 1. Equipment

Provide and maintain in good order all furnishings and equipment required to adequately establish and operate an *Authentic German Beer Garden* including lighting, perimeter fencing, tables, chairs, benches, service counters, landscape materials, refrigeration, food preparation equipment, food storage equipment, beer dispensing equipment as well as trash receptacles, sound systems and signage. Also to be provided will be cleaning equipment, tools and fixtures. Under no circumstance will any City owned furnishings and equipment be used for the purposes of the concession without the express consent of the City.

The concessionaire shall include plans to erect some sort of perimeter barrier between the areas included in the agreement and the rest of the park. The barrier shall be tasteful in design and be approved in advance by the City of Sheboygan.

#### 2. Concessions

Provide food and beverage concessions Permittee must abide by all City laws. The City must approve all concessions, prior to sale. Permittee shall provide to the City by March First of each annual period granted a specific list of concessions. The City will review the annual list and reserves the right to disapprove any concessions. Permittee may not expand or change concessions without prior City review and approval. All concessions for sale shall be individually listed on an inventory and filed with the City, prior to sale.

## 2.8 Blackout Dates

The Proposer agrees that on the following days the concession will not be in operation so as to avoid conflict/competition with long standing festivals in the park:

**The third Saturday in July-Hmong Festival**  
**The first Saturday in August-Jaycee Bratwurst Days**

If the concessionaire is able to reach an agreement with the organizers of the above festivals which would effectively grant permission for operation of the concession on these dates, said agreement shall be in **writing** and a copy of same shall be placed on file with the City of Sheboygan no less than 14 days prior to the black- out dates. Under no circumstance will the concessionaire operate on these dates without written an agreement allowing for same between the concessionaire and the organizers of the affected festivals.

## 2.9 Hours of Operations

Maintain hours of operations that are constant with park hours and predetermined open/closed times. Permittee shall open for the season no later than June 1st and close no earlier than October 15<sup>th</sup>. Permittee may begin to move in equipment and set up for the season earlier with permission from the City.

The Concession shall be open for business not less than 5 days in any given week with the possible exception of the Blackout dates above.

The concession shall be open for business a minimum of 8 hours/day.

Hours of operation will be clearly posted and will be between 10:00 AM and 10:00 PM daily.

## 2.10 Appearance

Permittee's employees must display professional appearance, wear name tags at all times identifying them as an employee of the Permittee.

## 2.11 Storage

Permittees that are granted successive terms may store equipment, between terms, in available locked storage or under cover of the open area of the main shelter. Permittee may not store equipment outside of buildings during this time. All storage of materials shall be at the sole risk if the concessionaire. The Parks Superintendent or his designee shall determine acceptable storage of materials.

## 2.12 Maintenance

Permittee is responsible for cleanliness and cleaning supplies for the facilities including storage rooms, the main shelter, the concession stand, grounds around the building, and restrooms. Permittee shall be solely responsible keeping the grounds immediately adjacent to the facility(s) picked up of paper and debris.

Permittee shall be responsible for opening, closing and cleaning daily the restrooms included under this offering. Permittee is responsible for stocking bathroom supplies including toilet paper, hand soap and paper towels. Permittee is responsible for maintaining the landscaping around the area designated to include weeding, mulching and basic pruning and without the use of pesticides. The permittee will work with the Parks Superintendent to establish boundaries for lawn maintenance.

Custodial services provided by the successful proposer and chemicals, trash-liners, soap and paper used are required.

### 2.13 Capital Improvement

Permittee and City shall discuss, at least annually, the merits of improving the premises to which the Permittee has access under this agreement. Upon mutual consent the City and Permittee *may* enter into an agreement to share the costs of improvements required or desired to maintain the functionality of the premises or improve the marketability of services provided from the premises. The City and Permittee shall negotiate cost sharing. Considerations may include, but are not limited to; the cost of the improvement, life of the improvement, percentage of premises occupied by Permittee, number of months annually occupied by Permittee, and the schedule of reimbursement to City by Permittee for its agreed-upon share of improvement.

Permittee may not make permanent modifications to the premises covered in this agreement without the City's express and written approval. The City reserves the right to modify, repair or improve the premises at its discretion, without approval of Permittee, so long as it is done at the City's expense.

At a minimum, the permittee shall be expected to invest not less than \$ 20,000.00 (Twenty Thousand Dollars) in Capital Improvements within the first three years of operation.

### 2.14 Advertisement

Advertisements must be approved by the City in advance. Permittee shall not use park logo, taglines, mission/vision or make reference to the City without prior approval. The Parks Division and the City of Sheboygan Building Inspection Department shall approve signs and banners, including menu boards. It is understood that in the operation and conduct of this agreement, City does not grant Permittee the right to sell or distribute any goods or services provided by City, nor does City grant Permittee the right to use a City trade name, trademark, logotype, advertising, or other commercial symbol.

### 2.15 Subcontracting

Permittee shall not assign or subcontract any portion of this agreement. Furthermore, Permittee is not allowed to rent facilities to any third Party.

### 2.16 Insurance

Keep insurance with indemnification for the City as required per Appendix A: Standard Terms and Conditions #12 and 13.

### 2.17 Damage

The Permittee will immediately report any damage caused to the City's property and shall be held responsible for the restitution of any said damage whether the damage is caused by the permittee, permittees customers or an outside person. The Permittee shall not be responsible for damage from City's mechanical malfunctions, broken water lines, or acts of nature unless actions by the permittee have directly or indirectly caused the malfunction.

The Permittee shall be wholly responsible for all areas under his or her control during the entire term of the agreement. Responsibility shall be 24 hours per day, 7 days per week.

### 2.18 Deposit

A damage deposit in the amount of \$3,000 for each annual season is required, which Permittee must pay prior to occupying the location. At the conclusion of the agreement and after inspection the City will refund the damage deposit less any assessed damage. In cases where damage is greater than \$3,000 the City shall keep the entire annual damage deposit and Permittee shall pay to the City the difference between the damage and deposit, within 30 days of notice by the City.

**2.19 Surrender of Building**

Not later than three (3) days after the date of termination of this Agreement, Permittee agrees to vacate and surrender the portions of the premises allocated to it for the operation of this Agreement, remove personal property there from, and deliver possession of the same to City, in as good condition as the premises were in at the commencement of the Agreement with the exception of unavoidable wear through careful use and damage by fire or other casualty beyond the control of Permittee. All equipment and other property of City (if any) on the premises shall remain the property of the City after the termination of this Agreement. An inventory of City property and equipment (if any) will be performed before release.

**2.20 Facility Access**

The Parks Division will provide access to; 1) lockable in-building storage 2) concession stand 3) restrooms Note the facilities covered in this solicitation are not all accessible by vehicle. Permittee must provide access to premises 24/7 for Parks staff.

**2.21 Taxes and Expenses**

Permittee is responsible for and shall pay all taxes and expenses pertaining to their business. Permittee agrees to timely pay all taxes, assessments, or other public charges levied or assessed by lawful the personal property of Permittee on the premises during the term of the agreement. Permittee shall pay an allowance for utilities for the spaces they occupy with the amount to be determined.

**2.22 Auditing/Records**

Permittee shall retain and make available to the City: 1) statements of profit and loss, 2) operating statistics, pricing for concessions or 4) any documents of a similar nature pertaining to the Permittee's operations on City property.

**3 REQUIRED CONTENT OF PROPOSALS****3.1 Section 1 – General Information, Signatures, and Required Guarantees and Certifications**

- A. Form A – Signature Affidavit
- B. Form B – Receipt Forms and Submittal Checklist
- C. Form C – Contractor Profile Information

**3.2 Section 2 – References, Performance, Litigations**

- A. List any and all contracts or agreements your firm has currently with the City of Sheboygan
- B. Provide a list of governmental organizations/municipalities and/or clients with whom your firm has done similar business and/or has had similar contracts in size and scope within the last 5 years. Be specific and include the information in RFP Form E.

**C. Disclosure of Contract Failures, Litigations**

Disclose any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigation pending which involves the consultant or in which the consultant has been judged guilty of liable or which may affect the performance of the services to be rendered herein, in which the Firm, any of its employees, subcontractors, or sub consultants is or has been involved in within the last three (3) years.

**3.3 Section 3 – Background Information**

Responses must be in the same sequence as listed and must be identified with the corresponding question number. i.e., Question 1, Question 2, etc.

---

1. Qualifications Overview / General Company Information

Provide a brief overview of the general background and services provided by your firm, including size of organization, description of organization structure, number of years in business and experience in serving governmental entities. Demonstrate the firm's capability and evidence of your experience providing services equal to or greater in scope than those requested in this RFP.

2. Organization Management Approach

Describe the approach to organization management and the responsibilities of the management and staff personnel, if applicable, who will perform work on the contract; describe method employed to ensure prompt service, customer satisfaction, prompt compliant resolution, effective employee performance and training, and timely initiation and completion of all work. Please provide a resume (1 page limit) for each of the key personnel described.

3.4 Section 4 – Technical Questionnaire

Responses must be in the same sequence as listed and must be identified with the corresponding question number. i.e., Question 1, Question 2, etc.

1. Please provide a brief overview (four pages maximum) of how the Proposer plans on meeting the requirements of this RFP, including, but not limited to:
  - a. staffing considerations
  - b. equipment available
  - c. concession assortments
  - d. any certifications held
  
2. Please provide a list of ideas for making this agreement more beneficial to the public and the city.

3.5 Section 5 – Cost Proposal

Please submit cost proposal, Form D, separate from the rest of the proposal.

T



## Form A: Signature Affidavit

**RFP #: 1933-17 German Beer Garden**

*This form must be returned with your response.*

In signing Proposals, we certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise take any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit Proposals, that Proposals have been independently arrived at, without collusion with any other Proposers, competitor or potential competitor; that Proposals have not been knowingly disclosed prior to the opening of Proposals to any other Proposers or competitor; that the above statement is accurate under penalty of perjury.

The undersigned, submitting this Proposals, hereby agrees with all the terms, conditions, and specifications required by the City in this Request for Proposals, declares that the attached Proposals and pricing are in conformity therewith, and attests to the truthfulness of all submissions in response to this solicitation.

Proposers shall provide the information requested below. Include the legal name of the Proposers and signature of the person(s) legally authorized to bind the Proposers to a contract.

---

COMPANY NAME

---

SIGNATURE

---

DATE

---

PRINT NAME OF PERSON SIGNING



## Form B: Receipt of Forms and Submittal Checklist

**RFP #: 1933-17 German Beer Garden**

*This form must be returned with your response.*

Proposers hereby acknowledge the receipt and/or submittal of the following forms:

Forms	Initial to Acknowledge SUBMITTAL	Initial to Acknowledge RECEIPT
Description of Services/Commodities	N/A	
Form A: Signature Affidavit		
Form B: Receipt of Forms and Submittal Checklist		
Form C: Vendor Profile		
Form D: Fee Proposal		
Form E: References		
Appendix A: Standard Terms & Conditions	N/A	
Appendix B: Sample Agreement	N/A	
Addendum #		
Addendum #		

---

VENDOR NAME

---

COMPANY NAME



## Form C: Vendor Profile

RFP #: 1933-17 German Beer Garden

### COMPANY INFORMATION

*This form must be returned with your response.*

COMPANY NAME (Make sure to use your complete, legal company name.)			
FEIN	(If FEIN is not applicable, SSN collected upon award)		
CONTACT NAME (Able to answer questions about proposal.)	TITLE		
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
ADDRESS	CITY	STATE	ZIP

### ORDERS/BILLING CONTACT

Address where City purchase orders/contracts are to be mailed and person the department contacts concerning orders and billing.

CONTACT NAME	TITLE		
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
ADDRESS	CITY	STATE	ZIP



## Form D: Fee Proposal

**RFB #: 1933-17 German Beer Garden**

*This form must be returned with your response.*

Prepare the fee proposal as all inclusive, not-to-exceed, fixed fees:

- All Inclusive – Covers all direct and indirect necessary expenses including but not limited to; travel, telephone, copying and other out-of-pocket expenses.
- Not To Exceed – The actual fees shall not exceed the amount specified in fee proposal.
- Fixed Fee – All prices, rates, fees and conditions outlined in the proposal shall remain fixed and valid for the entire length of the contract and any/all renewals.

Instructions: Bidder may submit a proposal for any or all of the locations listed below for the rights to conduct the activities specified in this proposal for the years indicated.

Please provide a description of how the agreement will be structured including payments to the City of Sheboygan as well as any all inclusive fixed reimbursements for ancillary services.

### 1. Kiwanis Park Area # 8

Item	Description	Year <sup>1</sup>	Amount of Payment to City
1.	First agreement term	2018	\$
2.	Second agreement term	2019	\$
3.	Third agreement term	2020	\$
4.	Fourth agreement term -Optional	2021	\$
5.	Fifth agreement term-Optional	2022	\$
<b>Total</b>			<b>\$</b>

<sup>1</sup> Permittee shall open for the season no later than one week prior to Memorial Day and close no earlier than October 15<sup>th</sup>.

---

COMPANY NAME



## Form E: References

**RFP #: 1933-17 German Beer Garden**

*This form must be returned with your response.*

REFERENCE #1 – CLIENT INFORMATION			
COMPANY NAME	CONTACT NAME		
ADDRESS	CITY	STATE	ZIP
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
CONTRACT PERIOD	YEAR COMPLETED	TOTAL COST	
DESCRIPTION OF THE PERFORMED WORK			

REFERENCE #2 – CLIENT INFORMATION			
COMPANY NAME	CONTACT NAME		
ADDRESS	CITY	STATE	ZIP
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
CONTRACT PERIOD	YEAR COMPLETED	TOTAL COST	
DESCRIPTION OF THE PERFORMED WORK			

REFERENCE #3 – CLIENT INFORMATION			
COMPANY NAME	CONTACT NAME		
ADDRESS	CITY	STATE	ZIP
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
CONTRACT PERIOD	YEAR COMPLETED	TOTAL COST	
DESCRIPTION OF THE PERFORMED WORK			

COMPANY NAME \_\_\_\_\_

## APPENDIX A STANDARD TERMS AND CONDITIONS

1. **General.** Throughout this document, "CITY OF SHEBOYGAN," "City" and "Purchasing" shall be synonymous and mean the CITY OF SHEBOYGAN. The words "bid" and "proposal" are synonymous, as are the words "bidder," "proposer" and "contractor." The phrases "request for proposal," "invitation for bids," "request," "invitation," and "solicitation" shall also be synonymous. As applied to the winning or selected bidder, the words "bid," "proposal," and "contract" are synonymous.
2. **Entire Agreement, Order of Precedence** These standard terms and conditions shall apply to any Purchase Order issued as a result of this Request for Bid/Proposal, except where expressly stated otherwise in the RFP or in a written instrument covering this purchase signed by an authorized representative of the City and the Contractor, in a form approved by the City Attorney (a "Separate Contract"). If such a separate contract is executed it shall constitute the entire agreement and no other terms and conditions, whether oral or written, shall be effective or binding unless expressly agreed to in writing by the City.  
If a Separate Contract is not executed, these Standard Terms and Conditions, the City's request for proposals, the version of the vendor's bid that was accepted by the City and the City's Purchase Order (if any) shall constitute a contract and will be the entire agreement.  
**Order of Precedence:** If there is a conflict between this Section A and any terms in the vendor's accepted bid or proposal, this Section A shall control unless the parties expressly agree to another order of precedence, in writing. If there is a conflict between this Section A and a Separate Contract, the terms and conditions of the Separate Contract shall control.
1. **TERMS FOR SUBMISSION OF BIDS:** The following section applies to the bid/selection process only.
3. This invitation for bids does not commit the City to award a contract, pay any costs incurred in preparation of bids, or to procure or contract for services or equipment. The City may require the bidder to participate in negotiation and to submit such additional price or technical or other revisions to his or her bids as may result from negotiation. The bidder shall be responsible for all costs incurred as part of his or her participation in the pre-award process.  
The City reserves the right to accept or reject any or all bids submitted, in whole or in part, and to waive any informalities or technicalities which at the City's discretion are determined to be in the best interests of the City. Further, the City makes no representations that a contract will be awarded to any offeror responding to this request. The City expressly reserves the right to reject any and all bids responding to this invitation without indicating any reasons for such rejections(s).  
The City reserves the right to postpone due dates and openings for its own convenience and to withdraw this solicitation at any time without prior notice.
4. **Addenda.** Changes affecting the specifications will be made by addenda. Changes may include, or result in, a postponement in the bid due date. Bidders are required to complete the Bidder Response Sheet, acknowledging receipt of all parts of the bid, including all addenda.
5. **Price Proposal.** All bidders are required to identify the proposed manufacturer and model, and to indicate the proposed delivery time on the attached Proposal Form. Failure to do so may cause the bid to be considered not responsive. If desired, the bidder may include product literature and specifications. The price quoted will remain firm throughout each contract period. Any price increase proposed shall be submitted sixty (60) calendar days prior to subsequent contract periods and shall be limited to fully documented cost increases to the bidder which are demonstrated to be industry-wide.
6. **Price Inclusion.** The price quoted in any bid shall include all items of labor, materials, tools, equipment, and other costs necessary to fully complete the furnishing and delivery of equipment or services pursuant to the specifications attached thereof. Any items omitted from the specifications which are clearly necessary for the completion of the project shall be considered a portion of the specifications although not directly specified or called for in these specifications.
7. **Pricing and Discount.**
  - a. Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea. etc.) as stated on the bid/proposal or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price. If an apparent mistake exists in the extended price, the unit price shall govern in the bid/proposal evaluation and contract administration.
  - b. In determination of award, discounts for early payment will only be considered when all other conditions are equal. Early payment is defined as payment within fifteen (15) days providing the discount terms are deemed favorable. All payment terms must allow the option of Net 30.
8. **F.O.B. Destination Freight Prepaid.** Bid prices must include all handling, transportation and insurance charges. Failure to bid FOB Destination Freight Prepaid may disqualify your bid.
9. **Award.**
  - a. The City will have sole discretion as to the methodology used in making the award. Where none is specified, the award will be made to the lowest responsible bidder in compliance with the specifications and requirements of this solicitation.
  - b. The right is reserved to make a separate award of each item, group of items or all items, and to make an award in whole or in part, whichever is deemed in the best interest of the City.
10. **Responsiveness and Responsibility.** Award will be made to the responsible and responsive bidder whose bid is most advantageous to the City with price and other factors considered. For the purposes of this project, responsiveness is defined as the bidder's conformance to the requirements of the solicitation. Being not responsive includes the failure to furnish information requested.

Responsibility is defined as the bidder's potential ability to perform successfully under the terms of the proposed contract. Briefly, a responsible bidder has adequate financial resources or the ability to obtain said resources; can comply with required delivery taking into account other business commitments; has a satisfactory performance record; has a satisfactory record of integrity and business ethics; and has the necessary organization, experience and technical skills.

The City reserves the right to refuse to accept any bid from any person, firm or corporation that is in arrears or is in default to the City, or has failed to perform faithfully any previous contract with the City. If requested, the bidder must present within five (5) working days evidence satisfactory to the City of performance ability and possession of necessary facilities, financial resources, adequate insurance, and any other resources required to determine the bidder's ability to comply with the terms of this solicitation document.

11. Cancellation.

- a. The City reserves the right to cancel any contract in whole or in part without penalty due to non-appropriation of funds.
- b. In the event the Bidder shall default in any of the covenants, agreements, commitments, or conditions and any such default shall continue un-remedied for a period of ten (10) days after written notice to the Bidder, the City may, at its option and in addition to all other rights and remedies which it may have, terminate the Agreement and all rights of the Bidder under the Agreement.
- c. Failure to maintain the required certificates of insurance, permits, licenses and bonds will be cause for contract termination. If the Bidder fails to maintain and keep in force the insurance, if required, the City shall have the right to cancel and terminate the contract without notice.

II. **CONDITIONS OF PURCHASE:** The following section applies to purchases/contracts after the award. See Paragraphs 1 & 2 for applicability and order of precedence.

12. Specifications.

- a. All bidders must be in compliance with all specifications and any drawings provided with this solicitation. Exceptions taken to these specifications must be noted on your bid.
- b. When specific manufacturer and model numbers are used, they are to establish a design, type, construction, quality, functional capability and/or performance level desired. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and the bidder/proposer is responsible for providing sufficient information to establish equivalency. The City shall be the sole judge of equivalency. Bidders are cautioned to avoid bidding alternates which do not meet specifications, which may result in rejection of their bid/proposal.

13. Regulatory Compliance.

- a. Seller represents and warrants that the goods or services furnished hereunder, including all labels, packages, and container for said goods, comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations as applicable, including the Occupational Safety and Health Act (OSHA), as amended, with respect to design, manufacture or use for their intended purpose of said goods or services. Seller shall furnish Material Safety Data Sheets (MSDS) whenever applicable.
- b. If it is determined by the City that such standards are not met, the seller agrees to bear all costs required to meet the minimum standards as stated above for the equipment/products furnished under this contract.

14. Warranty. Unless otherwise specifically stated by the bidder, products shall be warranted against defects by the bidder for ninety (90) days from the date of receipt. If bidder or manufacturer offers warranty that exceeds 90 days, such warranty shall prevail.

15. Ownership of Printing Materials. All artwork, camera-ready copy, negative, dies photos and similar materials used to produce a printing job shall become the property of the City. Any furnished materials shall remain the property of the City. Failure to meet this requirement will disqualify your bid.

16. Item Return Policy. Bidder will be required to accept return of products ordered in error for up to twenty-one (21) calendar days from date of receipt, with the City paying only the return shipping costs. Indicate in detail on the Bidder Response Sheet, your return policy.

17. Payment Terms and Invoicing. The City will pay properly submitted vendor invoices within thirty (30) days of receipt, providing good and/or services have been delivered, installed (if required), and accepted as specified.

- a. Payment shall be considered timely if the payment is mailed, delivered, or transferred within thirty (30) days after receipt of a properly completed invoice, unless the vendor is notified in writing by the agency of a dispute before payment is due.
- b. Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order, including reference to purchase order and submitted to the correct address for processing. Invoice payment processing address is shown on the upper middle section of the purchase order. Send invoices to Accounts Payable address on the purchase order. Do not send invoices to Purchasing or ship to address.
- c. Bidders, proposers shall include discounts for early payment as a percent reduction of invoice. Invoice discounts shall be determined where applicable, from the date of acceptance of goods and/or the receipt of invoice, whichever is later. Discounts for early payment terms stated on the bid/proposal must be shown plainly on the invoice; discounts for early payment not shown on the invoice will be taken.
- d. Invoices submitted not in accordance with these instructions will be removed from the payment process and returned within ten (10) days.

18. F.O.B. Destination Freight Prepaid. Unless otherwise agreed in writing, the vendor shall bear all handling, transportation and insurance charges. Title of goods shall pass upon acceptance of goods at the City's dock.

19. **Tax Exemption.** The CITY OF SHEBOYGAN is exempt from the payment of Federal Excise Tax and State Sales Tax. . Any other sales tax, use tax, imposts, revenues, excise, or other taxes which are now, or which may hereafter be imposed by Congress, the State of Wisconsin, or any other political subdivision thereof and applicable to the sale of material delivered as a result of the bidder's bid and which, by terms of the tax law, may be passed directly to the City, will be paid by the City.

20. **Non-Discrimination.** In the performance of work under this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs or student status. Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this Contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

21. **Indemnification.** The Contractor shall be liable to and hereby agrees to indemnify, defend and hold harmless the CITY OF SHEBOYGAN, and its officers, officials, agents, and employees against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City or its officers, officials, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from the acts or omissions of Contractor and any of Contractor's subcontractors in the performance of this agreement, whether caused by or contributed to by the negligence of the City or its officers, officials, agents or employees.

22. **Insurance.**

The Contractor will insure, and will require each subcontractor to insure, as indicated, against the following risks to the extent stated below. The Contractor shall not commence work under this Contract, nor shall the Contractor allow any Subcontractor to commence work on its Subcontract, until the insurance required below has been obtained and corresponding certificate(s) of insurance have been approved by the City Risk Manager.

- a. **Commercial General Liability** - The Contractor shall procure and maintain during the life of this contract, Commercial General Liability insurance including, but not limited to, products and completed operations, bodily injury, property damage, personal injury, and products and completed operations (unless determined to be inapplicable by the Risk Manager) in an amount not less than \$1,000,000 per occurrence. This policy shall also provide contractual liability in the same amount. Contractor's coverage shall be primary and list the CITY OF SHEBOYGAN, its officers, officials, agents and employees as additional insureds. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain insurance meeting the above criteria, applying on a primary basis and listing the CITY OF SHEBOYGAN, its officers, officials, agents and employees as additional insureds.
- b. **Automobile Liability** - The Contractor shall procure and maintain during the life of this contract Business Automobile Liability insurance covering owned, non-owned and hired automobiles with limits of not less than \$1,000,000 combined single limit per accident. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain insurance covering each subcontractor and meeting the above criteria.
- c. **Worker's Compensation** - The Contractor shall procure and maintain during the life of this contract statutory Workers' Compensation insurance as required by the State of Wisconsin. The Contractor shall also carry Employers Liability limits of at least \$100,000 Each Accident, \$100,000 Disease - Each Employee, and \$500,000 Disease - Policy Limit. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain such insurance, covering each subcontractor.
- d. **Professional Liability** - The Contractor shall procure and maintain professional liability insurance with coverage of not less than \$1,000,000. If such policy is a "claims made" policy, all renewals thereof during the life of the contract shall include "prior acts coverage" covering at all times all claims made with respect to Contractor's work performed under the contract. This Professional Liability coverage must be kept in force for a period of six (6) years after the services have been accepted by the City.
- e. **Acceptability of Insurers** - The above-required insurance is to be placed with insurers who have an A.M. Best rating of no less than A- (A minus) and a Financial Category rating of no less than VII.
- f. **Proof of Insurance, Approval.** The Contractor shall provide the City with certificate(s) of insurance showing the type, amount, effective dates, and expiration dates of required policies prior to commencing work under this Contract. Contractor shall provide the certificate(s) to the City's representative upon execution of the Contract, or sooner, for approval by the City. If any of the policies required above expire while this Contract is in effect, Contractor shall provide renewal certificate(s) to the City for approval. Certificate Holder language should be listed as follows:

CITY OF SHEBOYGAN  
828 Center Avenue, Suite 205  
Sheboygan, WI 53081

The Contractor shall provide copies of additional insured endorsements or insurance policies, if requested by the City. The Contractor and/or Insurer shall give the City thirty (30) days advance written notice of cancellation, non-renewal or material changes to any of the above-required policies during the term of this Contract.

23. **Work Site Damages.** Any damage, including damage to finished surfaces, resulting from the performance of this contract shall be repaired to the Owner's satisfaction at the Contractor's expense.

24. **Compliance.**

- a. **Regulations.** The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work.
- b. **Licensing and Permits.** The Contractor selected under this bid shall be required to demonstrate valid possession of appropriate required licenses and will keep them in effect for the term of this contract. The Contractor shall also be required, when appropriate, to obtain the necessary building permits prior to performing work on City facilities.

**25. Warranty of Materials and Workmanship.**

- a. The Contractor warrants that, unless otherwise specified, all materials and equipment incorporated in the work under the Contract shall be new, first class, and in accordance with the Contract Documents. The Contractor further warrants that all workmanship shall be first class and in accordance with the Contract Documents and shall be performed by persons qualified in their respective trades.
- b. Work not conforming to these warranties shall be considered defective.
- c. This warranty of materials and workmanship is separate and independent from and in addition to any other guarantees in this Contract.

**26. Replacement of Defective Work or Materials.** Any work or material found to be in any way defective or unsatisfactory shall be corrected or replaced by the Contractor at its own expense at the order of the City notwithstanding that it may have been previously overlooked or passed by an inspector. Inspection shall not relieve the Contractor of its obligations to furnish materials and workmanship in accordance with this contract and its specifications.

**27. Reservation of the Right to Inspect Work.** At any time during normal business hours and as often as the City may deem necessary, the Contractor shall permit the authorized representatives of the City to review and inspect all materials and workmanship at any time during the duration of this contract, provided, however, the City is under no duty to make such inspections, and any inspection so made shall not relieve the Contractor from any obligation to furnish materials and workmanship strictly in accordance with the instructions, contract requirements and specifications.

**28. Weapons Prohibition.** Contractor shall prohibit, and shall require its subcontractors to prohibit, its employees from carrying weapons, including concealed weapons, in the course of performance of work under this Contract, other than while at the Contractor's or subcontractor's own business premises. This requirement shall apply to vehicles used at any City work site and vehicles used to perform any work under this Contract, except vehicles that are an employee's "own motor vehicle" pursuant to Wis. Stat. sec. 175.60(15m). This section does not apply to employees who are required to carry a weapon under the express terms of the Contract (such as armed security guard services, etc.).

## APPENDIX B: SAMPLE AGREEMENT

### OPERATING AGREEMENT FOR Beer Garden Concession in Kiwanis Park Area # 8 FOR THE 2018-2021 Summer and Fall seasons Between the CITY OF SHEBOYGAN and [NAME OF PERMITTEE]

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THIS AGREEMENT, entered into by and between the CITY OF SHEBOYGAN, a municipal corporation (hereinafter referred to as "City"), and [NAME OF PERMITTEE], a [partnership/limited liability company/limited liability partnership/etc.] (hereinafter referred to as "Permittee"), is effective as of the date by which both parties have signed hereunder.

WITNESSETH:

WHEREAS, The City of Sheboygan desires to contract with a qualified party to establish and operate an authentic German Beer Garden concession in a specific area of Kiwanis Park in Sheboygan WI in an effort to honor the strong German heritage in the city, provide a new and somewhat unique venue for its citizens and increase traffic in an under-utilized portion of the park, and,

WHEREAS, The City of Sheboygan has been approached by a concern expressing an interest to establish such a concession and in response has publically issued a Request For Proposals for same in an effort to make sure that all parties having an interest are given an opportunity to submit a proposal and;

WHEREAS, the party named herein has submitted a formal response to the City's request for proposals and following review of said response, The City of Sheboygan has determined that the proposal is in the best interest of the general public and the city of Sheboygan and,

WHEREAS, Respondents proposal, was accepted by the City, and confirmed by the Public Works Committee, subject to the execution of this Operating Agreement.

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

1. Purpose. The purpose of this Agreement is to set forth the terms and conditions upon which the City will allow Permittee to use the Area # 8 of Sheboygan Kiwanis Park (hereinafter, the "Premises") to establish and operate an authentic German Beer Garden Concession.
2. Grant and Description of Premises. City does hereby grant to Permittee permission to establish and operate the concession at the Premises, described in the Proposal documents in a manner as set forth in this Agreement.
3. Scope of Services. In entering into this Agreement, Permittee agrees to the following terms and conditions regarding the services being offered by Permittee at the Premises:
  - A. Services to be provided. Permittee shall provide establish and provide complete operations for a seasonal authentic German beer garden concession including the availability of at least one authentic German beer at all times, assorted domestic beers as well as soft drinks.
  - B. Permittee shall provide and offer for sale a light food menu to include snacks, authentic Sheboygan Bratwurst and other meat and sausage products with a preference for those that are made in Sheboygan.

Permittee shall provide these services at a minimum from June 1<sup>st</sup> to October 15<sup>th</sup>

[ENTER ANY OTHER SPECIAL CONDITIONS THAT APPLY.]

Permittee shall not engage in any other service or activity at the Premises without the prior written Agreement of the City of Sheboygan, or designee, (including, i.e., leasing out the Premises to third parties), and any such unauthorized service or activity will be considered a breach of the terms of this Agreement subject to the Default provisions of Section 26 of this Agreement.

- C. Permits and Licenses. Permittee agrees, at its own expense, to obtain and keep current all licenses and permits necessary for the operation of Permittee's business, and comply with all Federal, State and City

statutes, ordinances, rules and regulations applicable to Permittee's business. Permittee agrees to obtain all inspections and permits by the Sheboygan County Health Department, Fire Department or any other governmental agency that are required to operate the services authorized under this Agreement. Permittee shall provide the City with proof of such compliance upon request. Failure to comply with this provision shall be a default under this Agreement.

- D. **Equipment.** City shall be responsible for providing a lockable maintenance storage area in the main shelter, rest rooms and other features associated with the main shelter. Including access to water and electrical service, and [ENTER ANY OTHER CITY PROVIDED EQUIPMENT]. Permittee shall provide all other equipment necessary to operate the facility, including, but not limited to, all furnishings, safety equipment, food preparation and serving equipment concessions, refrigerators, freezers, microwaves, cash registers, dishes, glassware, cleaning supplies, soap, and toilet paper and hand towels. Permittee may place an additional means of storage on the property in a location approved by the Parks Superintendent, or his/her designee. Permittee may, solely at Permittee's expense, install a security system in the Shelter or other structures on the Premises. Permittee may install or use other equipment with the written permission of the Parks Superintendent, or his/her designee. Permittee shall provide the Parks Superintendent, or designee, with a current list of all the Permittee's equipment at the Premises.
- E. **Utilities.** Permittee is responsible for all utilities (electrical and water) used at the Premises as well as trash collection. The estimated monthly utility costs for the Premises for the 2018 permit year are \$ XXX for electric service and \$ XXX for water service. This amount shall be due to the CITY OF SHEBOYGAN, on a monthly basis and prorated as necessary, by the 5<sup>th</sup> of each month. Failure to pay this amount by the due date will result in a late penalty of \$50. Failure to pay this amount in full, plus any accrued penalties, by the 15<sup>th</sup> of each month will constitute a default under Section 26 of this Agreement. Permittee shall only be responsible for utilities during the months that services are being offered at the Premises. If this Agreement is renewed under Section 4, the estimated monthly utility costs for the Premises for the successive permit years shall be based on the actual utility costs of the preceding permit year.]
- F. **Product.** All items offered for sale by Permittee, including, but not limited to, food, alcoholic beverages, non-alcoholic beverages, snacks and confections, shall be approved by the Parks Superintendent, or his/her designee. All items for sale shall be individually listed on an inventory, a copy of which shall be filed with the City of Sheboygan.
- G. **Equipment Safety.** Permittee shall maintain all equipment, including safety equipment (fire extinguishers, first aid kits etc.), in a safe working order at all times and store said equipment in a safe manner to prevent any unauthorized use or operation thereof.
- H. **Storage.** Permittee may store equipment necessary to provide the services set forth in Subsection A above as indicated on Attachment A and consistent with Subsection C above.
- Permittee may store equipment on the premises but shall not store any items, on the Premises from October through May of each year except with express permission from the City, and in any event, may only do so consistent with Subsection C above.
- I. **Maintenance.** Permittee shall be responsible for maintaining the Premises in a clean, safe and attractive condition at all times, including keeping the grounds immediately adjacent to the Premises picked up of all paper and debris. Permittee shall keep the river frontage area free of weeds and debris. Every day, the Permittee shall also be responsible for opening, closing and cleaning the restrooms at the Premises, including installing and refilling paper products and soap, and maintaining the restrooms in a clean and sanitary condition. Permittee agrees that should the Parks Division determine that the maintenance requirements of this Subsection are not being met, the Parks Division may perform or have performed additional cleaning or maintenance, and charge the actual costs of such work to Permittee, payable within thirty (30) days of the issuance of the invoice, or as a deduction from the Permittee's security deposit.
- J. **Alterations to Premises.** No modifications of any kind, or fixtures, additions or removals shall be made to the Premises without the written permission of the Parks Superintendent, or his/her designee. Any and all alterations shall comply with local building codes and ordinances.
- K. **Signage.** All signs and banners, including menu boards, shall be approved by the Parks Superintendent or

designee and the City of Sheboygan Building Inspection Dept. The Permittee shall post a readily observable sign at the Premises stating the Permittee's name, the Operating Agent and contact information as set forth below in Section 11, and a notice that Permittee and the Permittee's activities are not affiliated with, nor in any way endorsed by, the City.

- L. Closing Date. The closing date of the Permittee's activities at the Premises shall be determined by Permittee, but such date shall occur no later than the Park Division's building winterization schedule.
  - M. Surrender of Premises. Upon the termination of this Agreement under Section 26, or, in the event that this Agreement is not renewed or expires under Section 4, by December 15 of the permit year, whichever is earlier, Permittee agrees to vacate and surrender the portions of the Premises allocated to it by this Agreement, remove all personal property therefrom, and deliver possession of the same to City, in as good condition as the Premises was in at the commencement of the Agreement, with the exception of unavoidable wear and tear through careful use and with the exception of damage by fire or other casualty beyond the control of Permittee. However, if Permittee has renewed this Agreement for all successive years permit years from 2019 - 2021, Permittee may be granted additional time to surrender the Premises under this Subsection by written agreement with the Parks Superintendent, or his/her designee. Any damages to the Premises beyond normal and expected wear and tear shall be the responsibility of the Permittee. If these damages are not repaired by the Permittee before surrender of the Premises to the City, the City shall cause the repairs to be made and deduct the cost thereof from the security deposit. Any balance still owing by Permittee after deduction from the security deposit shall be due within thirty (30) days of the invoice. All improvements, equipment and other property of the City on the Premises shall remain the property of the City after the termination of this Agreement. No fixtures, whether or not purchased by Permittee, shall be removed without the permission of the City. An inventory of City property and equipment will be performed before release. Any property of Permittee remaining on the Premises thirty (30) days after surrender of the building will become the property of the City.
  - N. Security Deposit. The Permittee must pay to the City of Sheboygan a security deposit in the amount of \$3,000 prior to occupying the Premises. Upon the surrender of the Premises, and after inspection by the City, the security deposit will be refunded to the Permittee, less any deductions for damage and other assessable costs under this Agreement. In cases where the damage and other assessable costs are greater than \$3,000, the City shall keep the entire security deposit and Permittee shall pay to the City the remaining balance within 30 days of the invoice from the City.
  - O. Payment. For the use of the Premises and the right to provide the services set forth above therein, and utility costs imposed under Subsection D above, as well as the security deposit under subsection N above, Permittee agrees to pay the City for the each permit year (2018, 2019, 2020) based on the bid amounts submitted in Form N of the original bid proposal. Payments shall be made in thirds due no later than May 15, July 1, and September 1. If this Agreement is renewed for the permit years from 2020-2021, and 2021-2022, 2022-2023 Permittee agrees to pay the City [ENTER BID AMOUNT] for each additional permit year, with the same payment schedule. A payment will be considered late, and a default of the terms of this Agreement, if not received within five (5) days of the due date.
- 4. Term and Effective Date. This initial three year Agreement shall become effective upon execution by the parties and shall expire on December 31, 2021, after which Permittee will no longer be permitted to conduct the vending activities set forth in this Agreement. However, this Agreement may be renewed for two (2) successive one-year terms (for the 2022 and 2023 permit years) upon the mutual agreement of both parties. To renew the Agreement, Permittee must, by November 1 of each permit year, submit written notice to the City of Permittee's desire to renew this Agreement for the upcoming permit year. The City's decision to renew or not renew the Agreement for the upcoming year will be based upon the Permittee's performance under this Agreement and corresponding Request for Proposal, and the decision to renew or not renew the Agreement is not reviewable, and solely that of the City of Sheboygan.. The City will notify Permittee in writing of its decision to renew or not renew this Agreement by December 1. If the Agreement is renewed for the following permit year the terms and conditions of this Agreement will remain in place through December 31 of the following year, or until the Agreement is renewed, terminated, or expires.
  - 5. Entire Agreement. The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral contracts and negotiations between the parties.
  - 6. Status of Permittee. It is agreed that Permittee is an independent contractor and not an employee or representative of the City and that any persons who Permittee utilizes and provides for services under this Agreement are employees of Permittee and are not employees of the CITY OF SHEBOYGAN.

7. **Assignability and Subcontracting.** Permittee shall not assign or subcontract any interest or obligation under this Agreement without City's prior written approval. All of the services required hereunder shall be performed by Permittee and employees of Permittee. If Permittee is a corporation, partnership, limited partnership, limited liability company, limited liability partnership or other entity that is not an individual person, then an assignment prohibited within the meaning of this provision shall be deemed to include one or more sales or transfers, by operation of law or otherwise, or creation of new stock or ownership interests, by which an aggregate of 50% or more of Permittee's stock or ownership interests shall be vested in a party or parties who are not stockholders, partners, members or others who possess ownership interests in Permittee as of the date hereof.
8. **No Real Estate.** It is expressly understood and agreed that this Agreement is not a lease or a conveyance of realty, but merely a granting to Permittee the right to conduct certain activities and provide certain services on City property for the benefit and convenience of the public,
9. **Access to Premises.** City, by its representatives, shall have access to Premises at any reasonable time provided such entry shall not interfere with Permittee's conduct of business. In case of emergency, the circumstances of which to be solely determined by City, City shall enter the Premises with or without force, as necessary, without assuming any liability for such entry and without affecting Permittee's obligations under this Agreement.
10. **Designated Representative.** Permittee designates [ENTER NAME OF CONTRACTING AGENT] as Contract Agent with primary responsibility for the performance of this Agreement. In case the Contract Agent is replaced for any reason, or in the event of the death, disability, removal or resignation of the Contract Agent, Permittee will designate another Contract Agent within seven (7) calendar days by notifying the City as set forth below in Section 21, Notices. The City may accept another person as the Contract Agent, or may terminate this agreement under Section 26, at its option.
11. **Operating Agent.** Permittee shall designate an Operating Agent of Permittee's activities at the Premises, who will be the person primarily responsible for the day-to-day operation of the Permittee's activities at the Premises. Permittee shall provide the name and contact information of this person to the Parks Superintendent, or his/her designee, within forty-eight (48) hours of commencing activities at the Premises under this Agreement, or within twenty-four (24) hours of any changes to the Operating Agent or the Operating Agent's contact information.
12. **Advertising.** It is understood that in the operation and conduct of this Agreement, City does not grant Permittee the right to sell or distribute any goods or services provided by City, nor does City grant Permittee the express right to use a City trade name, trademark, logotype, advertising, or other commercial symbol. In any commercial advertisement or announcement, Permittee may use the name of Kiwanis Park but any such advertisement or announcement must also indicate that Permittee's activities are not associated with or affiliated with the City.
13. **Marketing:** Permittee will agree to include and/or prominently display the CITY OF SHEBOYGAN Logo in the premises and on any marketing materials. Marketing materials will be approved by the City and any City logos provided by City Marketing Representative. The CITY OF SHEBOYGAN will agree to display and promote marketing materials of Permittee on the Parks Website and other appropriate venues with the prior approval of the Parks Superintendent and City Attorney.
14. **Amendments.** This Agreement shall be binding on the parties hereto, their respective heirs, devisees, and successors, and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto. Any change in any provision of this Agreement may only be made by a written amendment, signed by the duly authorized agent or agents of the Permittee and the Parks Superintendent, or his/her designee.
15. **No Waiver.** No failure to exercise, and no delay in exercising, any right, power or remedy hereunder on the part of the City or Permittee shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the City or Permittee therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.
16. **Indemnification.** The Permittee shall be liable to and hereby agrees to indemnify, defend and hold harmless the CITY OF SHEBOYGAN, and its officers, officials, agents, and employees against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City or its officers, officials, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from the Permittee's and/or Subcontractor's acts or omissions in the performance of this Agreement, whether caused by or contributed to by the negligence of the City, its officers,

officials, agents, or its employees.

17. Insurance.

- A. **Required Insurance.** The Permittee will insure, and will require each subcontractor to insure, as indicated, against the following risks to the extent stated below. The Permittee shall not commence work under this Agreement, nor shall the Permittee allow any Subcontractor to commence work on its Subcontract, until the insurance required below has been obtained and corresponding certificate(s) of insurance have been approved by the City Purchasing Agent and City Attorney.
- 1) **Commercial General Liability.** During the life of this Agreement, the Permittee shall procure and maintain Commercial General Liability insurance including, but not limited to, bodily injury, property damage, personal injury, products and completed operations in an amount not less than \$1,000,000 per occurrence. This policy shall also provide contractual liability in the same amount. Permittee's coverage shall be primary and list the CITY OF SHEBOYGAN, its officers, officials, agents and employees as additional insureds. Permittee shall require all subcontractors under this Agreement (if any) to procure and maintain insurance meeting the above criteria, applying on a primary basis and listing the CITY OF SHEBOYGAN, its officers, officials, agents and employees as additional insureds.
  - 2) **Automobile Liability.** During the life of this Agreement, the Permittee shall procure and maintain Business Automobile Liability insurance covering owned, non-owned and hired automobiles with limits of not less than \$1,000,000 combined single limit per accident. Permittee shall require all subcontractors under this Agreement (if any) to procure and maintain insurance covering each subcontractor and meeting the above criteria.
  - 3) **Worker's Compensation.** During the life of this Agreement, the Permittee shall procure and maintain statutory Workers' Compensation insurance as required by the State of Wisconsin. The Permittee shall also carry Employers Liability limits of at least \$100,000 Each Accident, \$100,000 Disease – Each Employee, and \$500,000 Disease – Policy Limit. Permittee shall require all subcontractors under this Agreement (if any) to procure and maintain such insurance, covering each subcontractor.
  - 4) **Umbrella Liability.** During the life of this Agreement, the Permittee shall procure and maintain Umbrella Liability coverage at least as broad as the underlying Commercial General Liability, Watercraft Liability (if required), Business Automobile Liability and Employers Liability with minimum limits of \$2,000,000 per occurrence and aggregate.
- B. **Acceptability of Insurers.** The above-required Insurance is to be placed with insurers who have an A.M. Best rating of no less than A- (A minus) and a Financial Category rating of no less than VII.
- C. **Proof of Insurance, Approval.** The Permittee shall provide the City with certificate(s) of insurance showing the type, amount, class of operations covered, effective dates, and expiration dates of required policies prior to commencing work under this Agreement. Permittee shall provide the certificate(s) to the City's representative upon execution of the Agreement, or sooner, for approval by the City Purchasing Agent the Permittee shall provide copies of additional insured endorsements or insurance policies, if requested by the City Purchasing Agent.
- D. **Notice of Change in Policy.** The Permittee and/or Insurer shall give the City thirty (30) days advance written notice of cancellation, non-renewal or material changes to any of the above-required policies during the term of this Agreement.
- E. **Insufficient Coverage.** In the event of expiration, material change, or cancellation of insurance required by this Agreement, Permittee shall immediately cease use of the Premises and the provision of the services under this Agreement until such time as proof of the required insurance is provided to the City Purchasing Agent consistent with the requirements of this Section.
- F. **Purchasing Agent.** All information required to be provided to the Purchasing Agent should be addressed as follows:

City of Sheboygan Purchasing Agent,  
828 Center Avenue, Suite 205

Sheboygan, WI 53081

18. **Non-Discrimination.** In the performance of the services under this Agreement the Permittee agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. Permittee further agrees not to discriminate against any subcontractor or person who offers to subcontract on this Agreement because of race, religion, color, age, disability, sex, or national origin.
19. **Taxes and Assessments.** Permittee agrees to timely pay all taxes, assessments, or other public charges levied or assessed by lawful authority (but reasonably preserving Permittee's right of appeal) against the personal property and services of Permittee on the Premises during the term of this Agreement.
20. **Severability.** It is mutually agreed that in case any provision of this Agreement is determined by any court of law to be unconstitutional, illegal or unenforceable, it is the intention of the parties that all other provisions of this Agreement remain in full force and effect.
21. **Notices.** All notices to be given under the terms of this Agreement shall be in writing and signed by the person serving the notice and shall be sent registered or certified mail, return receipt requested, postage prepaid, or hand delivered to the addresses of the parties listed below:

City: City Clerk's Office  
City of Sheboygan  
828 Center Avenue  
Sheboygan, WI 53081

Permittee: [Contract Agent]  
[Business Name] [Business Address] [City,  
ST Zip]

22. **Third Party Rights.** This Agreement is intended to be solely between the parties hereto. No part of this Agreement shall be construed to add, supplement, amend, abridge or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.
23. **Audit and Retaining of Documents.** The Permittee agrees to provide all reports requested by the City including, but not limited to, financial statements and reports, reports and accounting of services rendered, and any other reports or documents requested. Financial and service reports shall be provided according to a schedule (when applicable) to be included in this Agreement. Any other reports or documents shall be provided within five (5) working days after the Permittee receives the City's written requests, unless the parties agree in writing on a longer period. Payroll records and any other documents relating to the performance of services under the terms of this Agreement shall be retained by the Permittee for a period of three (3) years after completion of all work under this Agreement, in order to be available for audit by the City or its designee.
24. **Choice of Law and Forum Selection.** This Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties agree, for any claim or suit or other dispute relating to this Agreement that cannot be mutually resolved, the venue shall be a court of competent jurisdiction Sheboygan County, State of Wisconsin and the parties agree to submit themselves to the jurisdiction of said court, to the exclusion of any other judicial district that may have jurisdiction over such a dispute according to any law.
25. **Compliance with Applicable Laws.** The Permittee shall become familiar with, and shall at all times comply with and observe all federal, state, and local laws, ordinances, and regulations which in any manner affect the services or conduct of the Permittee and its agents and employees. The Permittee's failure to comply with any such laws, ordinances or regulations shall be a default subject to Section 26 of this Agreement.

26. **Default/Termination.**

A. In the event Permittee shall default in any of the covenants, agreements, commitments, or conditions herein contained, or fails to fully perform and carry out any term or condition of this Agreement to the satisfaction of the City, and any such default shall continue un-remedied for a period of ten (10) days after written notice thereof to Permittee, the City may, at its option and in addition to all other rights and remedies which it may have at law or in equity against Permittee, including expressly the specific enforcement hereof, forthwith have the cumulative right to immediately terminate this Agreement and all rights of Permittee under this Agreement.

B. Notwithstanding paragraph A., above, the City may in its sole discretion and without any reason terminate this agreement at any time by furnishing the Permittee with ten (10) days' written notice of termination. In the event of termination under this subsection, the City will pay for all work completed by the Permittee and accepted by the City.

26. Authority. Permittee represents that it has the authority to enter into this Agreement. If the Permittee is not an individual, the person signing on behalf of the Permittee represents and warrants that he or she has been duly authorized to bind the Permittee and sign this Agreement on the Permittee's behalf.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their proper officers on the day and year first above written.

FOR THE CITY OF SHEBOYGAN

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FOR [PERMITTEE'S NAME]

\_\_\_\_\_  
[NAME], [TITLE] \_\_\_\_\_ Date \_\_\_\_\_  
\_\_\_\_\_

## APPENDIX C Facilities

Area # 8 of Kiwanis Park is a level, spacious and somewhat under-utilized site featuring many amenities that are felt to be attractive to a concern interested in establishing an outdoor Authentic German Beer Garden Concession. Sitting just south of the bend of Kiwanis Park Drive, Area 8 is served by wide, paved promenades and considerable frontage along the Sheboygan River. The site is easily accessible for all persons. Kiwanis Park Drive features parking along both sides however there are no "designated" ADA parking spaces.



View of Area # 8 looking east/southeast from the curb line of Kiwanis Park Drive

### Main Shelter

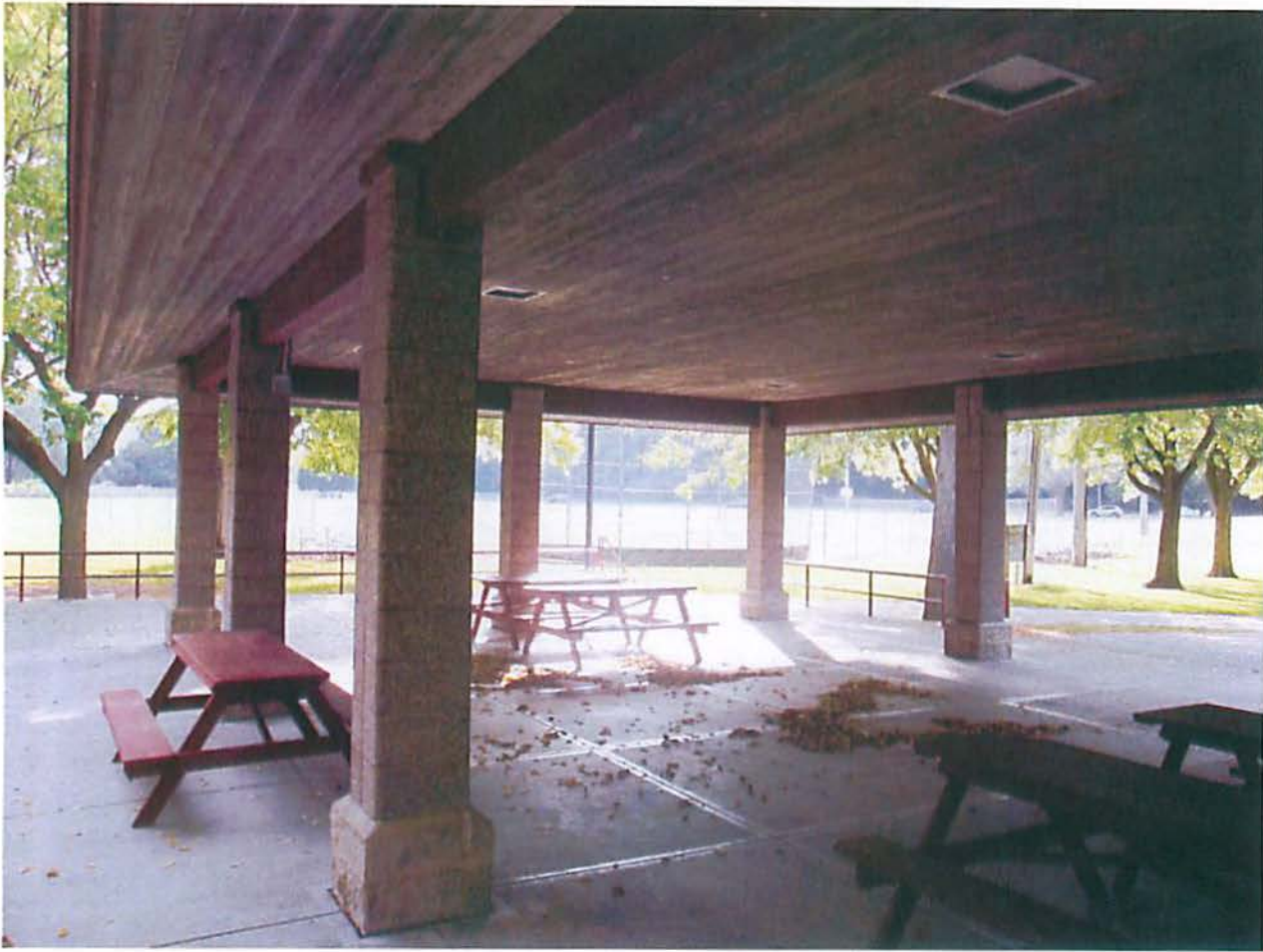
The Main Shelter is a stone and wood structure that includes men's and ladies bath rooms, a small storage/utility area and a large lighted area under roof with open sides. Additional features include hot and cold running water and electrical power. The main shelter is level with the grade on the north and elevated on the south making it easily accessible while providing an "overlook" to the South. The open area under roof may be attractive to the concessionaire to allow for operations during light rainfall. There is also a large paved patio area on the South end surrounded by steel railings.



View of Main shelter looking Northwest from paved promenade



View of Main shelter looking North/Northeast from paved promenade



View of Main Shelter canopied area looking south/southwest

### Large Green Space

Available for use by the Concessionaire is a large shaded/semi shaded greenspace between the Main Shelter and the stout wood fence along the banks of the Sheboygan River. This area is thought to be very attractive for use as the main "garden" area of the beer garden concession. The site is flat and drains well and is currently established lawn.

The rustic wood fence along the river creates a natural barrier without compromising river views and offers a nice mix of sun and shade during the mid-day hours.

In order to utilize the large green space effectively it is felt that some sort of border enclosure would need to be constructed. This would allow for the concessionaire to control entry into and out of the space.

In addition, the existing turf, while quite hearty, would not effectively withstand prolonged foot traffic over several months each year. Thus it is felt by the city that an alternative surface material will most likely need to be installed.



View of large open greenspace to the East of the Main shelter taken from just south of the concession stand.



Alternate View of green Space from the south looking due north. Main shelter can be seen in upper left.

## CONCESSION STAND

Situated to south of the main shelter and east of the large green space is the concession stand. The stand features several service windows and is thought to be a good fit for the concessionaire for the sale of food as well as beverages. The Concession stand also features electric power 110vAC. There is a paved patio to the North of the stand featuring several permanent charcoal grills which would be available for use by the concessionaire.



View of the concession stand from just off the patio



View of the concession stand from along the fence bordering the river in the open green space.

## Jaycee Pavilion

The large Jaycee Pavilion to the South of the concession stand is not being offered for use by the concessionaire at this time. The Jaycees organization contributed heavily to the cost of construction of this structure. That said the city wishes to leave the door open and allow proposers the ability to include this structure into their overall plan whether initially or at some point in the future. Please note that any usage may require some involvement with the Jaycee's Organization.



APPENDIX D: Area # 8 Overhead View



**II**

*Other Matters*

R. O. No. 267 - 17 - 18. By CITY CLERK. January 15, 2018.

Submitting a Summons and Complaint in the matter of Eric R. Burrows v. Joel Clark and Cameron Stewart.

*Finance  
+  
Personnel*

\_\_\_\_\_  
CITY CLERK

JAN 12 '18 PM 3:13

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

UNITED STATES DISTRICT COURT

for the Eastern District of Wisconsin

1/12/2018  
CJ zpc

ERIC R. BURROWS

Plaintiff(s)

v.

Civil Action No. 2: 18 CV 48

JOEL CLARK AND CAMERON STEWART  
individually and in their official capacities

Defendant(s)

Debra Landgraf  
Debra Landgraf  
Court Services

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) JOEL CLARK  
SHEBOYGAN POLICE DEPARTMENT  
1315 N 23RD STREET, SUITE 101  
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:

ATTORNEY ANDREW SHW  
SHAW LAW OFFICES  
6815 W. CAPITOL DR., RM .115  
MILWAUKEE, WI 53216

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: 01/10/2018

STEPHEN C. DRIES, Clerk of Court

s/ Linda M. Zik, Deputy Clerk  
Signature of Clerk



**UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF WISCONSIN**

---

**ERIC R. BURROWS,**

**Plaintiff,**

**v.**

**Case No.: 2: 18 CV 48**

**JOEL CLARK,**

**and**

**CAMERON STEWART,**

**individually  
and in their official capacities,**

**Defendants.**

---

**COMPLAINT AND JURY DEMAND**

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**NOW COMES the Plaintiff, Eric R. Burrows, by and through his counsel,  
Andrew Shaw of Shaw Law Offices, alleges and shows the court as follows:**

**JURISDICTION AND VENUE**

- 1. This is an action for pursuant to 42 U.S.C. § 1983 based upon the violations of Plaintiff's rights under the Fourth Amendment to the United States Constitution.**
- 2. Jurisdiction over Plaintiff's claims is conferred upon this court pursuant to 28 U.S.C. §§ 1331 and 1343, based on 42 U.S.C. § 1983 and questions of federal constitutional law. Jurisdiction also exists under the Declaratory Judgment Act, 28 U.S.C. §§ 2201(a) and 2202.**

3. **Venue in the United States District Court for the Eastern District of Wisconsin is appropriate under 28 U.S.C. § 1391(b) and 42 U.S.C. § 2000e-5(f)(3), in that the events and conduct complained of herein all occurred in the Eastern District.**

#### **PARTIES**

4. **Plaintiff Eric R. Burrows (hereinafter "Plaintiff") is an adult citizen residing at, village of Elkhart Lake, County of Sheboygan, State of Wisconsin, at all times relevant.**
5. **Defendant Joel Clark is a law enforcement officer for the Sheboygan Police Department, 1315 N. 23<sup>rd</sup> Street, Sheboygan, Wisconsin. Defendant Clark was acting under color of state law and in the course and scope of his employment as a law enforcement officer with the Sheboygan Police Department at all times material.**
6. **Defendant Cameron Stewart is a law enforcement officer for the Sheboygan Police Department, 1315 N. 23<sup>rd</sup> Street, Sheboygan, Wisconsin. Defendant Clark was acting under color of state law and in the course and scope of his employment as a law enforcement officer with the Sheboygan Police Department at all times material.**

#### **FACTUAL BACKGROUND**

7. **Plaintiff Eric R Burrows and Erica Wondra dated in high school and reconnected in January 2015. They lived together from January 2016 to June 25, 2016.**
8. **On or about June 25, 2016, Wondra and Burrows broke up, and Wondra moved out of Burrows' house.**

9. Erica Wondra explained in a narrative written for the Sheboygan Police Department that it was genuine romantic break-up by stating: "I told him that I love him and wanted to know how I could do better." and "I felt like Eric's love for me was very conditional."
10. Erica Wondra and Eric Burrows remained in contact through numerous texts and emails after their breakup in June 2016 to approximately August 18, 2016, the date of Burrows' arrest. According to the Cellebrite extraction of Burrows' emails, Wondra responded to Burrows on 42 occasions during the period from July 20, 2016 through August 18, 2016, and none of Wondra's responses stated that Burrows should stop emailing her.
11. On August 8, 2016, Officer Charlot Endsley of the Sheboygan Police Department was sent to International Autos "regarding a harassment investigation." Erica Wondra called 911 Dispatch to report "threatening voicemails received from a *female* party" directed at her and suspicious letters received by her employer, International Autos. The first voicemail Wondra received on August 3, 2016 and the second voicemail happened on August 8, 2016, the same day she called police. The voicemails described by Erica as being a *woman's* voice. Both voicemails were recorded at the scene by officers. The *female* voice captured in both phone messages made several statements threatening Erica, telling her to stay away from "Eric" and "Ben." According Officer Endsley, the *female* voice in both voicemails was the same.
12. Detective Clark took over the investigation after Officer Endsley's briefing of the complaint.

13. On August 10, 2016, Defendant Detective Clark met with Erica Wondra at the police department to discuss her complaint and review the letters received by International Auto. Detective Clark drafted a supplementary report after reviewing these letters and concluded that “The had [sic] writing appears to be that of a *female* with only a return address of ‘Sheboygan.’” In his report, Detective Clark quoted these letters that appeared to be written by a female; one letter included, “I would take this very serious cause *I have nothing to lose besides him.*”
14. According to Defendant Detective Clark, Erica Wondra and Eric Burrows exchanged multiple emails between July 31, 2016 and August 9, 2016. According to Clark’s report, Clark did not characterize any of Eric Burrows’ emails as being threatening in his report; rather, his report indicates in part that, “The majority of these emails are Eric expressing his love for Erica and trying to rekindle the relationship with her,” while other emails from Eric Burrows involved “asking her where a set of car keys were” and “some personal property (hair dryers) left at his house.” None of the emails contained any threats of violence by Eric Burrows, nor was there any evidence of psychological distress by Erica Wondra.
15. On August 13, 2016, Detective Clark spoke with Jason Jacquart, Erica Wondra’s ex-husband. Jacquart told Detective Clark about a letter mailed to him from Sheboygan. According to Clark’s report, the content of the typed letter addressed to Jacquart suggested that it had a *woman* author, it threatened, “I already warned her once,” referring to Erica Wondra, and stated in part, “...NOW the [expletive] will pay and find out what kinda crazy bitch she has [expletive] with.”

16. On August 17, 2016, a box addressed to Erica Wondra was dropped off at the main office of her apartment complex in Sheboygan. The apartment manager, called Wondra and told her that a box had been delivered to the complex that morning for her. Wondra called Detective Clark, stating that she received a package at her apartment. According to the apartment manager, two different phone calls had come into the apartment office that day, both inquiring about the status of the box delivery. The first call allegedly appeared on caller identification as coming from "B B Metal Proce." Detective Clark had previous knowledge of Eric Burrows' position as Vice President of B & B Metals, Inc. in Newton, Wisconsin. The secretary told officers that the caller was a man. The second call, according to the secretary, allegedly came the same day from a *woman* who inquired about a package to be delivered to Erica Wondra. The call allegedly came from Mr. Burrows' cell phone. Officers retrieved the sealed package from the apartment complex staff and ultimately located a small non-poisonous baby snake inside of it with a typed note, which included a characterization of Erica Wondra being a snake.
17. Erica Wondra never saw the sealed box. Wondra never took possession of the sealed box or viewed its contents.
18. On August 17, 2016, Sheboygan police took the sealed box from the apartment complex to get it x-rayed at a local hospital. The box was taken and finally opened at Sheboygan Police Department by Officer Paul Olsen. Deborah Knockson, a local reptile expert who was present when the box was opened,

identified the contents of the box as a small baby non-poisonous ball python snake, routinely kept as a household pet.

19. On August 17, 2016, when Detective Clark was the lead detective on the investigation against Burrows, the CAD computer request for arrest was issued by the Sheboygan Police Department, which stated as follows:

8/17/2016 18:57:52 D926 Narrative: ATL

**\*\*OFFICER SAFETY\*\* ERIC R BURROWS... A TEMPORARY WARRANT HAD BEEN ENTERED REGARDING SHEBOYGAN CASE C16-15346 STALKING. VICTIM IS [E.W.] ...ERIC IS KNOWN TO BE A NAZI SYMPATHIZER AND IS HEAVILY ARMED AT THIS RESIDENCE. HE WILL LIKELY BE ARMED IN ANY VEHICLE HE IS DRIVING... ERIC MAY BE DRIVING ANY ONE OF THE LISTED VEHICLES BELOW...[LIST OF VEHICLES]....\*\*USE CAUTION WHEN COMING IN CONTACT WITH ERIC AS HE HAS REPEATEDLY STATED HE HAS NOTHING TO LOSE. (Emphasis added.)**

20. The CAD Narrative falsely claimed that "Use caution when coming in contact with Eric as he had repeatedly stated he has *nothing to lose*," when Detective Clark fully knew the "nothing to lose *besides him*" quote was from a letter that appeared to be written by a *female* author, according to Detective Clark's August 10, 2016 supplemental report:

I met with Erica on today's date at the Sheboygan PD. She brought with her two letters that had been delivered via mail to her employer yesterday. ...Both letters appeared to have been mailed via US mail. ...The writing appears to be that of a *female*....

The contents of the letter reads:

**"International Motors Sheboygan  
Here is a Suggestion**

**If I were you I would immediately do something about that blonde whore that you have working in the Subaru Sales Depart. Erica Wondra That bitch has been screwing my man Ben....I would take this very serious cause *I have nothing to lose besides him*. ....(Emphasis added.)**

21. The charges of this underlying stalking case do *not* allege any use of a gun. Eric Burrows does *not* have any past criminal history involving guns. On the contrary, Burrows is a respected businessman.
22. Detective Clark and Detective Stewart did *not* go to a judge to secure an arrest warrant, although they had ample time to do that. Upon information and belief, local judges were available for the purpose of securing an arrest warrant on both Wednesday August 17, 2016 and Thursday August 18, 2016.
23. On August 18, 2016, Defendants Detective Joel Clark and Detective Cameron Stewart traveled to the neighboring county, Manitowoc County, for the purpose of orchestrating the arrest of Burrows. Detective Clark summarized Stewart's and his surveillance in Manitowoc County and Clark's request for assistance from Manitowoc County Sheriff's Department as follows:
- On 8/18/2016 Det. Stewart and myself conducted surveillance on B&B Metals in Newton, WI [Manitowoc County]. At approximately 4:46 pm we observed a blue Ford F450 truck belonging to Eric Burrows leave B&B and proceed south on Hwy 42. I had requested assistance from the Manitowoc County Sheriff's Office and they performed a felony stop on the vehicle due to the weapons history with Eric.
24. Contrary to Defendant Detective Clark's August 18, 2016 report falsely claiming that Manitowoc County Sheriff's officers performed a felony stop due to a "weapons history," in fact, Eric Burrows had *no* "weapons history."
25. Manitowoc County deputies were under the false impression that it was a "high-risk traffic stop," as explained in Manitowoc Deputy Resch's report:
- 8/18/16: I, Deputy Resch and Deputy Hemauer responded to B&B METALS to assist SBSO with apprehending ERIC R. BURROWS on a Felony Warrant. Two SBSO Dets. were already on scene at B&B METALS where BURROWS was working. It was decided to conduct a

traffic stop on BURROWS rather than enter the property due to BURROWS being an avid gun collector, his Nazi affiliation, and him recently stating that he had nothing to lose.

Deputy Hemauer and I were position on Meeme Rd B of CORD XX, and Lt. Cummings was positioned on W Washington Rd. the SBSO Dets. advised that BURROWS was leaving the B&B METALS property and headed SB on STHY 42. A high-risk traffic stop was conducted on County Line Rd W of STHY 42. ....

26. Acting upon the notice and false officer safety warnings, five police vehicles descended upon Eric Burrows' vehicle, with several armed officers ready to shoot or kill Eric Burrows, due to the hyper-exaggerated safety warning falsely described in the CAD report. *No* crime was taking place and Burrows had *no* gun in his possession. Sheboygan officers Detective Clark and Detective Stewart were present, literally orchestrating and supervising the Manitowoc officers who took Eric Burrows from his truck, pushed him to the ground, handcuffed him, and then secured him in a Manitowoc squad car. Contrary to the Sheboygan Police Department's CAD notice, Burrows was *not* armed and did *not* resist the officers with violence.
27. After Burrows had been secured in the Manitowoc squad car, Detective Clark and Detective Stewart then completed their orchestrated multi-step plan of arresting and taking custody of Eric Burrows. Detective Clark and Detective Stewart searched Burrows' truck for evidence at the scene in Manitowoc County while they had Burrows in back of a patrol car, seizing his cell phone and papers without a warrant:

Once Burrows was in custody, ...While he was still at the scene [in Manitowoc County] in the back of a patrol car he asked me to retrieve his phone from the truck. I advised him that I was seizing his phone pending a search warrant...The interior of the truck in question was search[ed] due

to the fact that ...I felt it probable that there could be some evidence of stalking in the vehicle.

I found Eric's phone on the dash of the truck and took custody of it. I was called to the driver's door by Detective Stewart who stated he had found a yellow sheet of legal pad paper and that the handwritten note on the sheet was similar to the letters that had been sent to Erica and her employer and acquaintances. It was seized along with a smaller legal pad that had some written notes on it.

28. Upon information and belief, despite the stop involving five squad cars and several officers, there were no police/squad cam or audio recordings of the August 18, 2016 stop.
29. After Eric Burrows was taken into custody on August 18, 2016 in Manitowoc County, he was transported to Howards Grove in Sheboygan County where he was turned over to Sheboygan Officer Matthew Rakow who then took him to the Sheboygan Police Department. After a short interrogation by Detective Clark which no confession was obtained, Burrows was jailed later that evening.
30. Also later that evening on August 18, 2016, Sheboygan police officers obtained a warrant to search Burrows' residence. The warrant to search Burrows' residence did not include an application for entry into his truck, or for seizure of his cell phone and papers in the truck, a seizure that had already occurred earlier that day.
31. Eric Burrows was scared at the August 18, 2016 scene that he would get shot or killed and is still traumatized by this highly aggressive use of police force used against him.
32. On April 21, 2017, Defendant Detective Joel Clark had Eric Burrows' vehicle pulled over by his house with four squad cars in order to execute a search warrant on Burrows for hair follicles:

On today's date, Det. Olsen and myself were assisted by two Sheboygan County Deputies in the execution of a search warrant on Eric Burrows' person. I had obtained a search warrant to collect 30 plucked hairs and a buccal swab from Burrows for submission to the FBI lab in Quantico, VA, reference in this case. The Sheboygan County Deputies utilized their marked squads to perform a traffic stop on Burrows as he left his Sheboygan County Residence....

33. On April 21, 2017, Defendant Detective Clark already knew that Eric Burrows had retained two attorneys. Either of Burrows' attorneys could have been contacted by police in order to get Burrows to show up at the Sheboygan Police Department to execute the search warrant for hair follicles. Further, at this date, Burrows was wearing a bracelet and had been self-reporting into the Sheboygan detention center every week. Prior to April 21, 2017, Burrows had been *cooperating* with police in this case.
34. Eric Burrows was scared and intimidated by the aggressive April 21, 2017 police stop, planned and orchestrated by Detective Clark. The April 21, 2017 stop triggered traumatic memories in Burrows' mind of the August 18, 2016 stop, where Burrows feared he would be shot or killed.
35. Eric Burrows is anxious whenever he drives, which triggers traumatic memories in Burrows' mind of the August 18, 2016 stop of his vehicle, where Burrows feared he would be shot or killed.
36. Eric Burrows has received counseling/therapy regarding his post-traumatic anxiety regarding the August 18, 2016 stop of his vehicle, where Burrows feared he would be shot or killed.

**COUNT I –DECLARATORY JUDGMENT THAT  
“TEMPORARY WARRANT” IS UNCONSTITUTIONAL /  
VIOLATES SEPARATION OF POWERS DOCTRINE  
(Against Defendant Joel Clark and Defendant Cameron Stewart)**

37. Realleges by reference all of the allegations set forth in the paragraphs of this Complaint with the same force and effect as if herein set forth in full.
38. The U.S. Supreme Court has historically held that Separation of Powers doctrine regards separation of “assigned constitutional duties,” where it is the “province and duty of the judicial department to say what the law is.”

In the performance of assigned constitutional duties, [regarding] each branch of the Government...the interpretation of its powers by any branch is due great respect from the others. ... Many decisions of this Court...have unequivocally reaffirmed the holding of *Marbury v. Madison*, 1 Cranch 137 (1803), that ‘it is emphatically the province and duty of the judicial department to say what the law is.’ *United States v. Nixon*, 418 U.S. 683, 703 (1974).

39. The U.S. Supreme Court has held that an arrest warrant “interpose[s] the magistrate’s determination of probable cause between the zealous officer and the citizen.” *Payton v. New York*, 445 U.S. 573, 602-03 (1980). The U.S. Supreme Court’s reasoning is as follows:

The arrest warrant procedure serves to insure that the deliberate, impartial judgment of a judicial officer will be interposed between the citizen and the police, to assess the weight and credibility of the information which the complaining officer adduces as probable cause [citation omitted]. To hold that an officer may act in his own unchecked discretion upon information too vague and from too untested a source would subvert this fundamental policy. *Wong Sun v. United States*, 371 U.S. 471, 481-82 (1963).

Wisconsin’s law echoes the U.S. Supreme Court’s holdings: An arrest warrant may be issued only by an impartial magistrate upon a showing of probable cause. *State v. Ward*, 231 Wis. 2d 723, 604 N.W.2d 517 (2000).

40. Wisconsin law enforcement officers cannot issue their own arrest warrants (i.e. “temporary warrant”). Such authority lies exclusively within the province of the judicial branch.
41. There is no such thing as a “temporary warrant” that can be issued by a law enforcement officer without a magistrate’s determination of probable cause. Every warrant issued in the United States of America must contain facts, sworn to by the affiant, then signed by a judge or magistrate of that jurisdiction.
42. Defendant Clark and Defendant Stewart knew that a “temporary warrant” was issued and/or posted in the August 17, 2016 CAD report.
43. Defendant Clark and Defendant Stewart knew that the “temporary warrant” of the August 17, 2016 CAD report was *not* an official arrest warrant based upon a judge’s determination of probable cause.
44. Defendant Clark and Defendant Stewart had ample time to obtain an official arrest warrant from a judge on Wednesday August 17, 2016 and Thursday August 18, 2016, but did not do so, to avoid the issue of a judge’s determination of probable cause.
45. Defendant Clark and Defendant Stewart deliberately used the “temporary warrant” in the August 17, 2016 CAD report to convince Manitowoc County Sheriff’s Department officers to stop and arrest Eric Burrows, without a judge’s determination of probable cause.
46. Defendant Clark and Defendant Stewart deliberately used the “temporary warrant” in the August 17, 2016 CAD report to stop Eric Burrows and to search

and seize evidence out of his vehicle, without a judge's determination of probable cause.

47. Plaintiff Eric Burrows seeks a declaratory judgment that the "temporary warrant" (as found in the August 17, 2016 CAD report) is unconstitutional and/or a violation of the Separation of Powers doctrine.

**COUNT II – § 1983 ACTION  
ARREST IN VIOLATION OF 4<sup>TH</sup> AMENDMENT  
(Against Defendant Joel Clark and Defendant Cameron Stewart)**

48. Realleges by reference all of the allegations set forth in the paragraphs of this Complaint with the same force and effect as if herein set forth in full.
49. The Fourth Amendment and Article I, Sec. 11 of the Wisconsin Constitution establish the right of Wisconsin citizens to be secure from unreasonable searches and seizures. Under both federal and Wisconsin law, probable cause must exist to justify an arrest and to search and seize property. *State v. Kiper*, 193 Wis.2d 69, 82 532 N.W.2d 698 (1995) citing 1 LaFave, *Search and Seizure*, Sec. 3.1(b), at 544 (2d. ed.).
50. Defendant Joel Clark was acting under the color of state law and within the scope of his employment as a Sheboygan Police Department detective on August 17, 2016 and August 18, 2016, when orchestrating and acting regarding the August 18, 2016 arrest of Eric Burrows and search of his vehicle.
51. Defendant Cameron Stewart was acting under the color of state law and within the scope of his employment as a Sheboygan Police Department detective on August 17, 2016 and August 18, 2016, when orchestrating and acting regarding the August 18, 2016 arrest of Eric Burrows and search of his vehicle.

52. Defendant Joel Clark misused official power which is possessed by him only because he is Sheboygan Police Department officer/detective.
53. Defendant Cameron Stewart misused official power which is possessed by him only because he is Sheboygan Police Department officer/detective.
54. Defendants Joel Clark and Cameron Stewart misused false statements contained in the August 17, 2016 CAD report to convince Manitowoc County Sheriff's Department officers to stop Eric Burrows, without a judge's determination of probable cause.
55. Defendants Joel Clark and Cameron Stewart misused a so-called "temporary warrant" contained in the August 17, 2016 CAD report to convince Manitowoc County Sheriff's Department officers to stop Eric Burrows, without a judge's determination of probable cause.
56. On August 18, 2016, at the time of arrest of Eric Burrows, there was no probable cause to arrest Burrows for § 940.32 Stalking.
57. On August 18, 2016, at the time of arrest of Eric Burrows, probable cause was not met because Stalking requires a "course of conduct," pursuant to § 940.32, Wis. Stats, however, the information available to the police, at best, pointed to Burrows' possible involvement in a single act: the delivery of the non-poisonous baby snake to Erica Wondra's apartment complex. All of the other alleged acts, both in substance and delivery, were the work of an unknown *female*. A single act cannot constitute a "course of conduct."
58. On August 18, 2016, at the time of arrest of Eric Burrows, probable cause was not met because § 940.32 Stalking requires the element that the conduct caused

Erica Wondra to suffer serious emotional distress or induce fear in Erica Wondra of bodily injury or death. Defendant Clark reviewed emails and knew that Erica Wondra had been consistently emailing Eric Burrows throughout May 2016 to August 9, 2016, and Clark knew that none of Wondra's emails to Burrows stated that Burrows should stop emailing her. In reality, Erica Wondra, *herself*, contacted Eric Burrows *42 times* during the time period of May 2016 to August 18, 2016, which is the *direct opposite* of her suffering serious emotional distress or fearing injury or death.

59. Defendant Clark and Defendant Stewart both fully knew that there was *no* properly issued arrest warrant for Eric Burrows when planning, orchestrating, and acting during the August 18, 2016 stop and arrest of Burrows.
60. Defendant Clark and Defendant Stewart actively participated during every single step of their warrantless arrest plan.
61. On August 18, 2016, Defendants Clark and Stewart were out of their jurisdiction and not acting in their official capacity when conducting surveillance at Eric Burrows' business B&B Metals, located in Manitowoc County.
62. A police officer acting outside his or her jurisdiction does not act in his or her official capacity and does not have any official power to arrest. *State v. Slawek*, 338 N.W.2d 120, 121, 114 Wis.2d 332 (Wis. App. 1983).
63. There were no exigent circumstances that made seeking an arrest warrant impractical; Defendant Clark and Defendant Stewart surveilled and waited until the end of the work day on August 18, 2016 (a Thursday during courthouse hours,

during which an officer could seek a warrant) to stake out Burrows' place of employment and then to personally direct his arrest.

64. Defendant Clark and Defendant Stewart made no attempt to obtain a warrant for Burrows' arrest.
65. Defendant Clark and Defendant Stewart did *not* witness Eric Burrows commit a crime in Manitowoc County.
66. Upon seeing Eric Burrows leave his business in Manitowoc County, Defendant Clark personally requested assistance from the Manitowoc County Sheriff's Department officers.
67. Defendant Clark falsely claimed in his report that Manitowoc County Sheriff's Office performed a felony stop "due to the weapons history with Eric." Eric Burrows had *no* weapons history and *no* criminal record at the time of his arrest on August 18, 2016.
68. The arrest of Eric Burrows was, in every real substantive sense, effectuated at every step by Defendants Clark and Stewart. Manitowoc County Sheriff's Department officers literally did not possess the knowledge of case facts to determine whether or not they had probable cause to conduct lawful arrest. There is no evidence that Manitowoc officials had any personal knowledge of the allegations against Burrows, only the claim of stalking behavior with the misleading warning in the CAD narrative that he was armed and dangerous. Manitowoc officials could not lawfully arrest Burrows because they did not possess any knowledge of any facts to determine probable cause. Due to *not*

knowing the case facts, Manitowoc officers were merely following orders directly from Sheboygan Detectives Clark and Stewart who conducted the arrest.

69. Five squad cars and numerous armed officers were involved in the stop of Eric Burrows. Defendants Clark and Stewart orchestrated and supervised the Manitowoc County Sheriff Department officers who took Eric Burrows (Clark's and Stewart's suspect in Sheboygan County) from his truck, pushed him to the ground, handcuffed him, and then secured him in a Manitowoc squad car.
70. Contrary to false statements and misleading statements in the CAD report, Eric Burrows is *not* a Nazi Sympathizer, has *no* criminal history, and *no* history of violence. He had *no* guns with him in his truck. He was *not* armed. He did *not* resist the officers with violence.
71. Eric Burrows was scared at the scene that involved many law enforcement officers with tactical gear who were told that he was likely to be armed with "nothing to lose," and a police dog, and is *still* traumatized by that event. Burrows could have been shot or killed, based upon false information and misleading information contained in the CAD report, which Defendant Clark and Defendant Stewart deliberately misused to arrest Burrows without a warrant in neighboring Manitowoc County.
72. The exaggerated and false claims in the CAD report escalated the level of force to such extent that any actions by Eric Burrows perceived as non-compliance by armed officers, could have resulted in Burrows being seriously injured or killed.
73. Plaintiff Eric Burrows' constitutional rights were violated by Defendant Joel Clark's actions.

74. Plaintiff Eric Burrows' constitutional rights were violated by Defendant Cameron Stewart's actions.
75. Defendant Joel Clark acted with reckless indifference to the federally protected rights of Eric Burrows.
76. Defendant Cameron Stewart acted with reckless indifference to the federally protected rights of Eric Burrows.

**COUNT III – § 1983 ACTION  
VIOLATION OF 4<sup>TH</sup> AMENDMENT  
UNREASONABLE SEARCH AND SEIZURE  
(Against Defendant Joel Clark and Defendant Cameron Stewart)**

77. Realleges by reference all of the allegations set forth in the paragraphs of this Complaint with the same force and effect as if herein set forth in full.
78. Immediately following Defendant Clark's and Defendant Stewart's unlawful arrest of Eric Burrows, they conducted an unlawful search of Burrows' person and of Burrows' vehicle.
79. Evidence seized during an unlawful search cannot constitute proof against the victim of the search. *Wong Sun v. United States*, 371 U.S. 471, 484 (1963).  
“...[W]e have consistently rejected – that a search unlawful at its inception may be validated by what it turns up.” *Wong Sun* at 484.
80. According to the police report, Defendant Clark and Defendant Stewart searched Burrows' truck for evidence at the scene in Manitowoc County while they had Burrows in back of a patrol car, seizing his cell phone and papers without a warrant:

Once Burrows was in custody, ...While he was still at the scene [in Manitowoc County] in the back of a patrol car he asked me to retrieve his phone from the truck. I advised him that I was seizing his phone pending a

search warrant...The interior of the truck in question was search[ed] due to the fact that ...I felt it probable that there could be some evidence of stalking in the vehicle.

I found Eric's phone on the dash of the truck and took custody of it. I was called to the driver's door by Detective Stewart who stated he had found a yellow sheet of legal pad paper and that the handwritten note on the sheet was similar to the letters that had been sent to Erica and her employer and acquaintances. It was seized along with a smaller legal pad that had some written notes on it.

81. Defendant Clark and Defendant Stewart both fully knew or should have known that the search of Burrows' truck violated Wis. Stat. § 968.11 because a law enforcement may search the "person arrested" and "an area within such person's immediate presence:

**968.11 Scope of search incident to lawful arrest.**

When a lawful arrest is made, a law enforcement officer may reasonably search the person arrested and an area within such person's immediate presence for the purpose of:

- 1) Protecting the officer from attack;
- 2) Preventing the person from escaping;
- 3) Discovering and seizing the fruits of the crime; or
- 4) Discovering and seizing any instruments, articles or things which may have been used in the commission of, or which may constitute evidence of the offense.

Because Burrows was already in custody inside a squad car, there was *no area* located in his truck that was in Burrows' "immediate presence," so the truck could *not* lawfully searched without a search warrant by Sheboygan Detectives Clark and Stewart, pursuant to Wis. Stat. § 968.11.

82. Plaintiff Eric Burrows' rights were violated by Defendant Joel Clark's actions involving the unlawful search and seizure of evidence.
83. Plaintiff Eric Burrows' rights were violated by Defendant Cameron Stewart's actions involving the unlawful search and seizure of evidence.

**84. Defendant Joel Clark acted with reckless indifference to the federally protected rights of Eric Burrows.**

**85. Defendant Cameron Stewart acted with reckless indifference to the federally protected rights of Eric Burrows.**

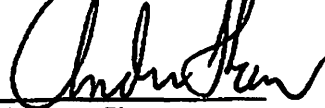
**PRAYER FOR RELIEF**

**WHEREFORE, Plaintiff Eric Burrows demands judgment against Defendant Joel Clark and Defendant Cameron Stewart as follows:**

- (1) Count I, in favor of Plaintiff Eric Burrows and against Defendant Joel Clark and Defendant Cameron Stewart, a declaratory judgment that the “temporary warrant” is unconstitutional and/or a violation of Separation of Powers Doctrine;**
- (2) Count II in favor of Plaintiff Eric Burrows and against Defendant Joel Clark and Defendant Cameron Stewart;**
- (3) Count III in favor of Plaintiff Eric Burrows and against Defendant Joel Clark and Defendant Cameron Stewart;**
- (4) Actual and compensatory damages sufficient to make Plaintiff whole;**
- (5) Punitive damages against Defendant Joel Clark and Defendant Cameron Stewart sufficient to punish them and to deter further wrongdoing;**
- (6) Attorneys’ fees, litigation expenses, costs, and interest as provided by the law;**
- (7) Such other and further relief as the Court deems just and proper.**

Dated at Milwaukee, Wisconsin, this 9<sup>th</sup> day of Jan., 2018.

Shaw Law Offices  
Attorneys for Plaintiff



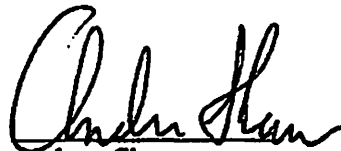
Andrew Shaw  
WI State Bar No.: 01018100

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**JURY DEMAND**

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Pursuant to Rule 38(b), Plaintiff hereby requests that all factual issues be tried to a jury of 12 persons.



Andrew Shaw  
Attorney for Plaintiff  
WI State Bar No.: 01018100

**SHAW LAW OFFICES**  
P.O. Box 18353  
Milwaukee, WI 53218  
414 535-9626



III

Other Matters

Res. No. 128 - 17 - 18. By Alderpersons Donohue and Bohren.  
January 15, 2018.

A RESOLUTION authorizing the Assistant City Attorney to settle the matter of the Department of Workforce Development Equal Rights Division ("ERD") Complaint regarding Maurice A. Vreeke vs. City of Sheboygan, ERD Case No. CR201701473, with terms to be discussed in closed session.

RESOLVED: That the Assistant City Attorney is hereby authorized to negotiate and settle ERD Case No. CR201701473, Maurice A. Vreeke vs. 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 \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

**II**

*Other Matters*

R. O. No. 268 - 17 - 18. By CITY CLERK. January 15, 2018.

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

\_\_\_\_\_  
City Clerk

CHANGE OF AGENT

David C. Freitag is replacing Wayne F. Kiley as agent effective immediately for VFW Post 9156 located at 552 S. Evans Street.

FERMENTED MALT BEVERAGE LICENSE (June 30, 2018) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3307	Umi Sushi & Steak House	519 N. 8 <sup>th</sup> Street

BEVERAGE OPERATOR'S LICENSE (NEW) (June 30, 2019)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2009	Crump, Christopher R.	650 S. Pier Drive Unit 1
2014	Freitag, David C.	3742 N. 12 <sup>th</sup> Place
1016	Garcia, Beatriz	3119 N. 10 <sup>th</sup> Street
0335	Garcia, Javier J. (Club)	1525 Alabama Avenue
6112	Guenther, Brett L.	1919 N. 4 <sup>th</sup> Street
2023	Hagerty, Shawn P.	1612 S. Wisconsin Dr., Howards Grove
2010	Hickmann, Rosemary	1408 Eisner Avenue Apt. 3
2012	Kramer, David J.	711 Redwood, Sheb. Falls
2005	Momma, Catherine M.	2923 Superior Avenue
2006	Rodriguez, Brittney R.	1209 N. 14 <sup>th</sup> Street
2019	Slaton, Tierra L.	2227 Terrace View Drive #3D
2004	Van Wyk, Benjamin J. (Club)	W4543 Clearview Road, Waldo

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2007	Cobos, Jose J.	2012 S. 11 <sup>th</sup> Street
2008	Garcia, Bethany B.	929 N. 8 <sup>th</sup> Street
2022	Hayden, Michael L.	2260 Menchl Drive, Manitowoc

TAXICAB DRIVERS LICENSE (December 31, 2018)

<u>No.</u>	<u>Name</u>	<u>Address</u>
7740	Galicia, Mario A.	1316 N. 17 <sup>th</sup> Street
1639	Montes Aguirre, Victor	1301 S. 7 <sup>th</sup> Street

*AW+ Licensing*

MASSAGE ESTABLISHMENT LICENSE (RENEW) (December 31, 2018)

No. Name

Address

3308 Aurelia Massage Therapy LLC

4027 S. Business Drive #L03

3311 Breiter Beginnings LLC

501 N. 8<sup>th</sup> Street, Suite 105