ATTACHMENTS

Richards, Susan Resignation

From: Rajer, Mary
Sent: Thursday, July 16, 2015 1:22 PM
To: Richards, Susan
Subject: Resignation

From: Dale Feld [mailto:dfrealtor@aol.com]
Sent: Thursday, July 16, 2015 12:25 PM
To: Rajer, Mary
Subject: Re: Board of Housing Agenda

Dale Feld; CRS,GRI
BROKER MANAGER
920-331-0269
REALTY EXECUTIVES INTEGRITY
"2009 SHEBOYGAN COUNTY REALTOR OF THE YEAR"

Dear Mary...

Due to a severe medical condition, I am unable to continue participation with the Board of Housing Appeals. This appears to be a lengthy malady for which I have no answers or solutions. I have also officially retired from my job as a real estate broker manager. My apology for this inconvenience.
My best to everyone!

Dale Feld

-----Original Message-----
From: Hermann, Traci <Traci.Hermann@sheboyganwi.gov>
To: Alderperson Susan Lessard <Susan.Lessard@sheboyganwi.gov>; Angella Clarke <angie.remax@live.com>; dfrealtor <dfrealtor@aol.com>; Donald Gerber (DonGerber@ymail.com) <DonGerber@ymail.com>; Hesselink, Dean <Dean.Hesselink@sheboyganwi.gov>; Richards, Susan <Susan.Richards@sheboyganwi.gov>; Thomas Fritz (fritzthomas@sbcglobal.net) <fritzthomas@sbcglobal.net>; Van Neng Vue (neebvwi@sbcglobal.net) <neebvwj@sbcglobal.net>; Alderperson Jodi Vander Weele <Jodi.VanderWeele@sheboyganwi.gov>
Sent: Thu, Jul 16, 2015 11:13 am
Subject: Board of Housing Agenda

Please RSVP

Resignation

Richards, Susan

From: Alderperson David Van Akkeren
Sent: Tuesday, July 07, 2015 5:55 AM
To: Mayor Vandersteen
Cc: Richards, Susan
Subject: Resignation

Good Morning Mayor,

Due to ongoing time and scheduling conflicts, I will not be available to continue to represent my district. Therefore I hereby resign my position as District Two Alderperson, Effective today Tuesday 07-07-15

Respectfully,
David Van Akkeren

City of Sheboygan
spirit on the lake.

July 20, 2015

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointments for your consideration:

Ald. Todd Wolf, to be appointed to the following committees to fill the unexpired term of Eldon Burg.

COMMITTEE	TERM EXPIRES
Finance	04/18/16
Law & Licensing	04/18/16

MICHAEL VANDERSTEEN, MAYOR

Suspend
Confirm

OFFICE OF MAYOR

CITY HALL
828 CENTER AVE., SUITE 301
SHEBOYGAN, WI
53081-4495

920/459-3317
FAX 920/459-0256

City of Sheboygan
spirit on the lake.

July 20, 2015

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointment for your consideration:

Roy Kluss to be considered for appointment to the Joint Review Board as the LTC Representative to fill the unexpired position of Cindy Dross whose term expires on 4/30/16.

MICHAEL J. VANDERSTEEN, MAYOR

OFFICE OF MAYOR

CITY HALL
828 CENTER AVE., SUITE 301
SHEBOYGAN, WI
53081-4495

920/459-3317
FAX 920/459-0256

II

R. O. No. - 15 - 16. By CITY CLERK. July 20, 2015.

Submitting various license applications.

City Clerk

TEMPORARY CLASS "B" LICENSE

No.	Name	Address
1030	Bethlehem Lutheran Church	1121 Georgia Ave. - one-day event to be held 8/16/15 at the Kiwanis Park.
1077	Gesangverein Concordia	1130 N. 9th St. - one-day event to be held 10/17/15 at the Immaculate Conception gym.
3082	Ranieri's Pool Team	811 Indiana Ave. - one-day event to be Held 8/16/15 to include east & west Parking lot & current premise.

TEMPORARY BEVERAGE OPERATOR'S LICENSE

No.	Name	Address
9636	Linzmeier, Carrie A.	139 Redtail Dr., Sheb. Falls
8705	Olson, Larry M.	2417 Henry St.
1968	Piekarski, Paul D.	3912 N. 50th St.

Consent

II

R. O. No. - 15 - 16. By CITY PLAN COMMISSION. July 20, 2015.

Your Commission to whom was referred Res. No. 47-15-16 by Alderperson Belanger authorizing the appropriate City Officials to execute an Underground Electric Easement to Wisconsin Power and Light Company with regard to the 700 block of New York Avenue; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, July 14, 2015, and after due consideration, recommends approval of the Resolution.

Consent

Director of Planning and Development

II

III

5.5

Res. No. 47 - 15 - 16. By Alderperson Belanger. July 6, 2015.

A RESOLUTION authorizing the appropriate City officials to execute an Underground Electric Easement to Wisconsin Power and Light Company with regard to the 700 block of New York Avenue.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to execute and deliver the Underground Electric Easement, a copy of which is attached hereto, to Wisconsin Power and Light Company, and its affiliates and licensees, in, under, over, upon and across the Easement Area as described therein.

Tom Be

City Plan

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

Document No.

EASEMENT UNDERGROUND ELECTRIC

Record this document with the Register of Deeds

Name and Return Address:

Alliant Energy
Attn: Real Estate Department
4902 North Biltmore Lane
P.O. Box 77007
Madison, WI 53707-1007

Parcel Identification Number(s):

59281104310

The undersigned **Grantor(s) the City of Sheboygan, a municipal corporation, (hereinafter called the "Grantor")**, in consideration of the sum of one dollar ($1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant, convey and warrant unto **Wisconsin Power and Light Company, a Wisconsin corporation, (hereinafter called the "Grantee")**, the Grantee's successors and assigns, the perpetual right and easement to construct, install, maintain, operate, repair, inspect, replace, add, relocate and remove the Designated Facilities, as indicated below, upon, in, over, through and across lands owned by the Grantor **in the City of Sheboygan, County of , State of Wisconsin**, said Easement Area to be **six (6)** feet in width and described as follows:

The south six (6) feet of Lots 9, 10, 11 and 12, Block 129, of the Original Plat, City of Sheboygan, Sheboygan County, Wisconsin.

Being located within the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of Section 23, Town 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin.

See Exhibits "A" and "B" attached hereto and made apart hereof.

This Easement is subject to the following conditions:

1. **Designated Facilities:** This easement is for underground electric line facilities, including but not limited to conduit, cables, above ground electric pad-mount transformers, secondary pedestals, riser equipment and other appurtenant equipment associated with underground electric line facilities.

2. **Access:** The Grantee and its agents shall have the right of reasonable ingress and egress to, over and across the Grantor's land adjacent to the Easement Area.

3. **Buildings and Structures:** The Grantor agrees within the Easement Area not to construct or place buildings, structures, or other improvements, or place water, sewer or drainage facilities; all without the express written consent of the Grantee.

4. **Landscaping and Vegetation:** No plantings and landscaping are allowed within the Easement Area that will interfere with the easement rights herein granted. The Grantee has the right to trim or remove trees, bushes and brush within the Easement Area without replacement or compensation hereinafter. The Grantee may treat the stumps of any trees, bushes or brush to prevent re-growth and apply herbicides in accordance with applicable laws, rules and regulations, for tree and brush control.

5. **Elevation:** After the installation of the facilities and final grading of the Easement Area, the Grantor agrees not to alter the elevation of the existing ground surface by more than six (6) inches or place rocks or boulders more than eight (8) inches in diameter, within the Easement Area, without the express written consent of the Grantee.

6. **Restoration and Damages:** The Grantee shall at its option, restore, cause to have restored or pay a reasonable sum for all damages to property, crops, fences, livestock, lawns, roads, fields and field tile (other than trees trimmed or cut down and removed), caused by the construction, maintenance or removal of said facilities.

7. **Rights not granted to the Grantee:** The Grantee shall not have the right to construct or place fences, buildings or any other facilities other than the above Designated Facilities.

8. **Reservation of use by the Grantor:** The right is hereby expressly reserved to the Grantor, the heirs, successors and assigns, of every use and enjoyment of said land within the Easement Area consistent with rights herein granted.

9. **Binding Effect:** This agreement is binding upon the heirs, successors and assigns of the parties hereto, and shall run with the lands described herein.

10. **Easement Brochure:** As provided by PSC 113, the Grantor shall have a minimum period of five days to examine materials approved or provided by the Public Service Commission of Wisconsin describing the Grantor's rights and options in the easement negotiating process. The Grantor hereby voluntarily waives the five day review period or acknowledges that they have had at least five days to review such materials.

WITNESS the signature(s) of the Grantor this _____ day of _____, 20_____.

The City of Sheboygan, a municipal corporation

By:

_____(SEAL)
Signature

_____(SEAL)
Signature

Michael J. Vandersteen, Mayor
Printed Name and Title

Printed Name

Attest:

_____(SEAL)
Signature

_____(SEAL)
Signature

Susan Richards, City Clerk
Printed Name and Title

Printed Name

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) SS
COUNTY OF SHEBOYGAN)

Personally came before me this _____ day of _____, 20_____, the above named **Michael J. Vandersteen, Mayor and Susan Richards, City Clerk** to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Signature of Notary

Printed Name of Notary

Notary Public, State of Wisconsin

My Commission Expires (is) _____

This instrument drafted by

Seth J. Raasch

Thomas J. Erstad
Checked by

July 1, 2015

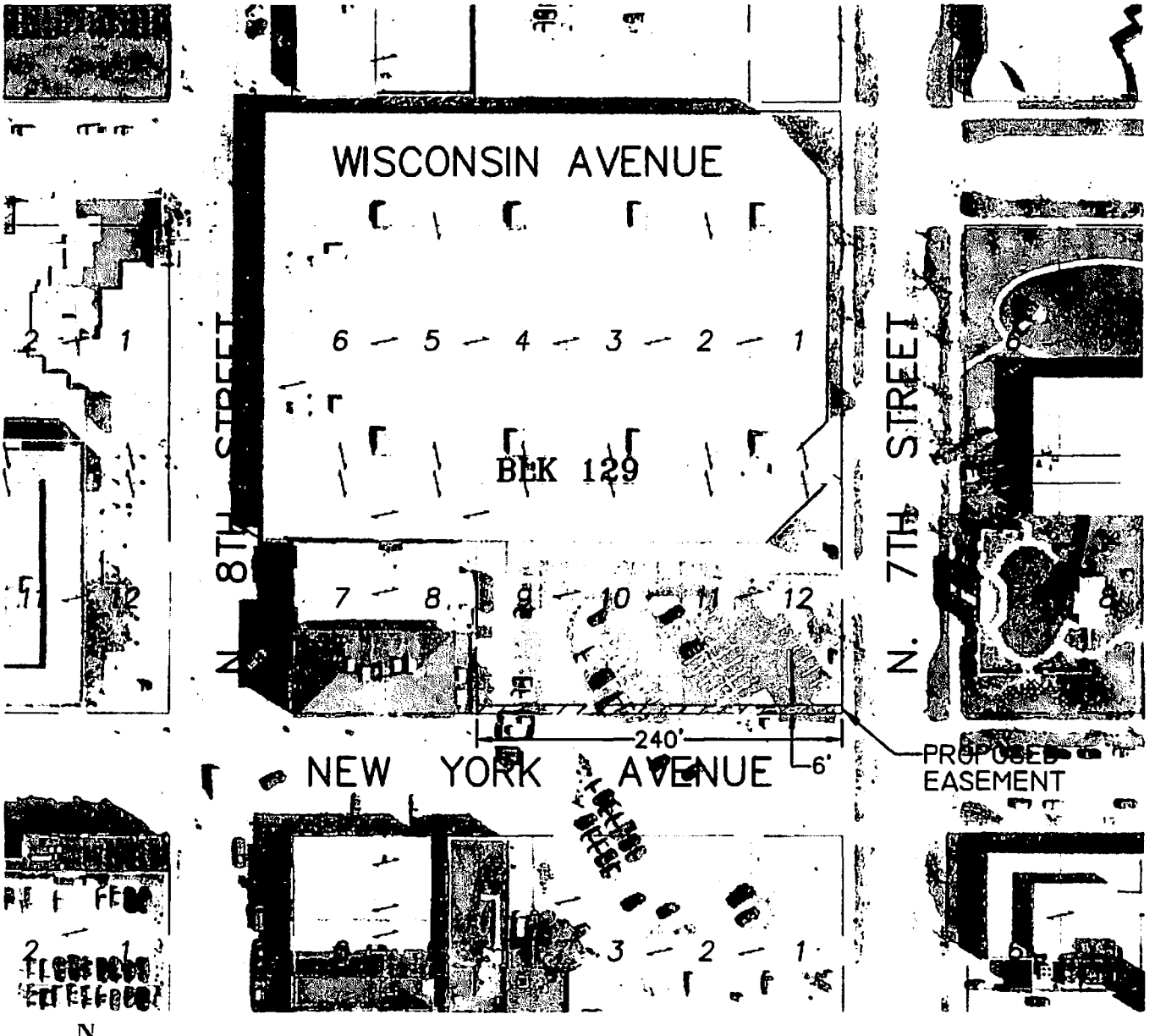
Project Title:	Virginia Ave. Loop
ERP Activity ID:	3997004
Tract No.:	2 OF 2
REROW No.:	

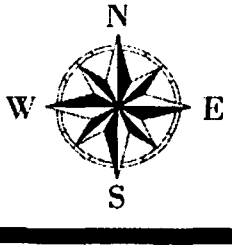
EXHIBIT
A

PROPOSED UTILITY EASEMENT
ORIGINAL PLAT, BLOCK 129
SECTION 23, T. 15 N., R. 23 E.

THE SOUTH 6' OF LOTS 9, 10, 11 AND 12, BLOCK 129, OF THE ORIGINAL PLAT, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.

SAID TRACT CONTAINS 1440 SQ. FT.





DEPARTMENT OF PUBLIC WORKS
Improving the quality of life
City of Sheboygan

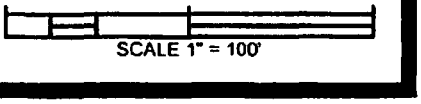
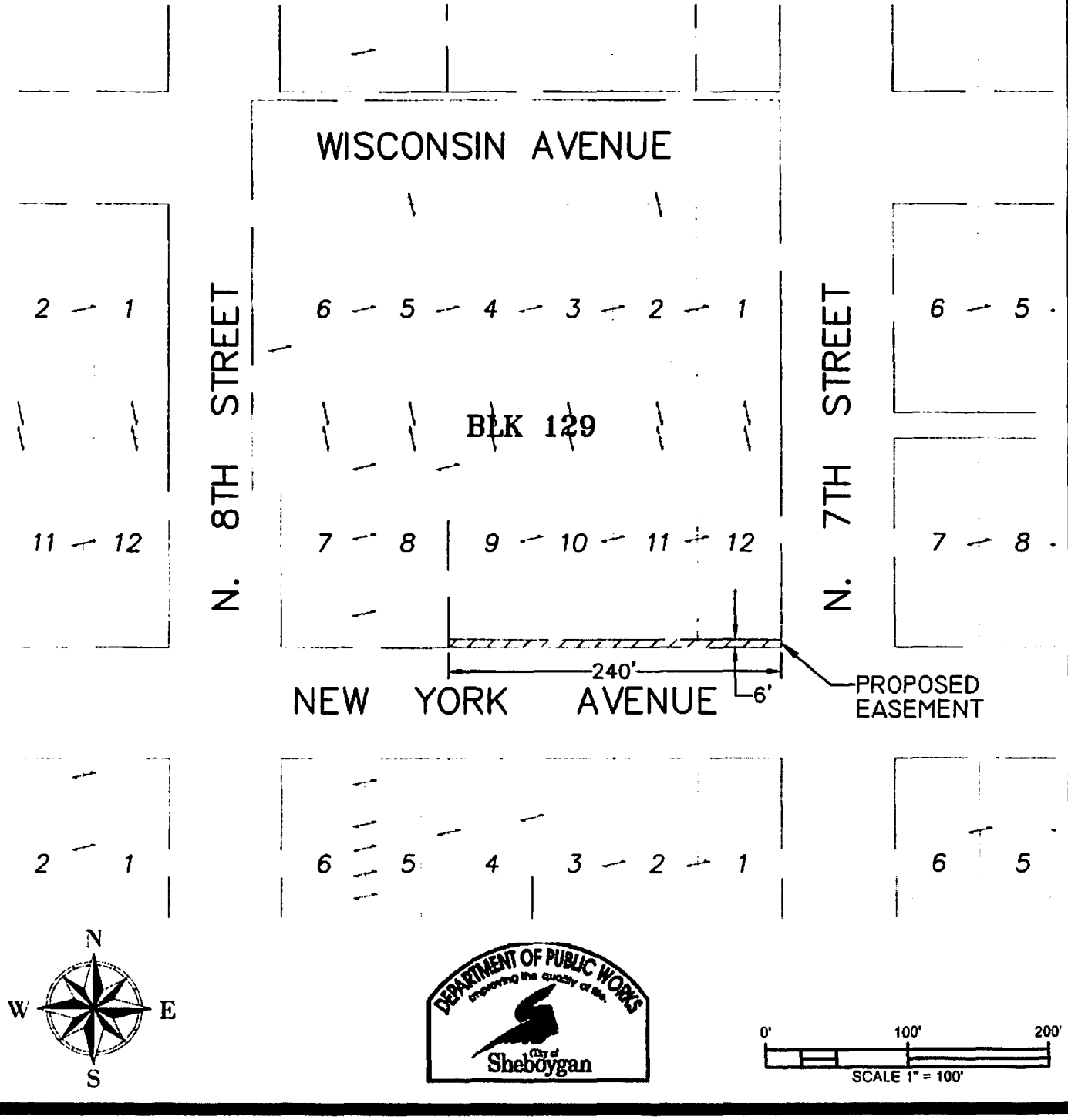


EXHIBIT
B

PROPOSED UTILITY EASEMENT
ORIGINAL PLAT, BLOCK 129
SECTION 23, T. 15 N., R. 23 E.

THE SOUTH 6' OF LOTS 9, 10, 11 AND 12, BLOCK 129, OF THE ORIGINAL PLAT, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.

SAID TRACT CONTAINS 1440 SQ. FT.



VII

R. C. No. ____ - 15 - 16. By LAW AND LICENSING. July 20, 2015.

Your Committee to whom was referred, pursuant to R. O. No. 54-15-16 by the City Clerk, license applications for the period ending December 31, 2016 and June 30, 2017; recommends that the following licenses be granted (or withdrawn):

BEVERAGE OPERATOR'S LICENSE **(NEW)** (June 30, 2017)

No.	Name	Address
0798	Graves, Eric M.	4632 Cty Rd. J - **withdrew application**
*2853	Weiberg, Stacey N.	1806 Superior Ave.

***grant with instructions to correct application**

Consent

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

IV

VII

R. C. No. ____ - 15 - 16. By LAW AND LICENSING. July 20, 2015.

Your Committee to whom was referred, pursuant to R. O. No. 65-15-16 by the City Clerk, license applications for the period ending December 31, 2016 and June 30, 2017; recommends that the following licenses be granted with various caveats:

CHANGE OF PREMISE

No.	Name	Address
1511	Denny's Bar	2140 Calumet Dr. - One-day event to be Held 8/22/15 to include current premise and the black top parking lot to the north & west of building.

BEVERAGE OPERATOR'S LICENSE (**NEW**) (June 30, 2017)

No.	Name	Address
0830	Arciniega, Karina	1802 N. 12th St.
0819	Blakeslee, Rebecca A.	612 W. Lincoln Ave., Oshkosh
*7450	Bradford, Tammi S.	90 Lincoln Ave.

***grant with instructions to correct application**

1135	Brock, Mark S.	522 Whitcomb
0821	Creager, Jennifer L.	303 S. Wisconsin Dr., Howards Grove
0824	Duebner, Benjamin J.	3311 Main Ave., #101
*7163	Dyke, Jennifer L.	823 Spring Ave.

***grant contingent on application being corrected and with a warning to include all violations on future applications**

0825	Luebke, Amy L.	N7798 Cty Rd. Y
*0818	Martinez, Cristino	1406 New York Ave.

***grant contingent on application being corrected and with a warning to include all violations on future applications**

*0813	Millette, Shara L.	2617 Saemann Ave.

***grant contingent on application being corrected and with a warning to include all violations on future applications**

Consent

0822	Ohlfs, Ryan M.	810 N. 9th St.
0823	Reisinger, Carol A.	1306 New York Ave.
0826	Salwasser, Amanda M.	N5635A Willow Rd., Plymouth
0814	Trimble, Caitlin M.	3802 S. 13th St.
*0816	Wakefield, Jeffrey M.	925 Michigan Ave.

***grant contingent on application being corrected and with a warning to include all violations on future applications**

0815	Xiong, Mai See	1402 N. 31st St.

BEVERAGE OPERATOR'S LICENSE **(RENEW)** (June 30, 2017)

No.	Name	Address
7800	Abstetar, Elizabeth A.	709 Park St., Manitowoc
6261	Alcala, Norma Leticia	1820 N. 19th St.
*7505	Allen, Marla J.	W689 Orchard Beach Dr.

***grant contingent on application being corrected and with a warning to include all violations on future applications**

4235	Altmann, Donna M.	104 N. Lincoln Dr., Howards Grove
5301	Altmann, Terrance W.	104 N. Lincoln Dr., Howards Grove
6932	Aschenbach, Kimberly A.	1207 Union Ave.
7224	Bauer, Stephanie A.	1310 Millersville Ave., Howards Grove
9495	Baughman, Laura B.	3608 S. 11th St.
9099	Bennett, Nicole J.	830 N. Water St., #219
0127	Benzschawel, Lisa M.	1730 N. 26th St.
9265	Berenz, Dustin J.	39 Fountain Cir., Fond Du Lac
0132	Bhatta, Lok Raj	1418 Wisconsin Ave.
9438	Billmann, Judith L.	2704 S. 19th St.
9241	Bilski, John L.	310 Calumet Rd., Valders
6224	Bloedorn, Kim M.	1009 Superior Ave.
9379	Bloedorn, Lisa A.	1719 Broadway Ave.
9442	Bockin, Mary R.	3111 East Mark Dr.
9092	Bogart, Cady J.	527 N. 25th St.
8431	Born, Melissa M.	N8947 Hwy 42, Cleveland
6748	Bresser, Matt J.	2019 S. 25th St.
7035	Bub, Geoff W.	1509A S. 12th St.
0045	Buchanan, Sarah G.	1942 N. 9th St.
6906	Deligiannis, Nick J.	426 Grant Ave.
8213	Dern, Kathy M.	2613 N. 10th St.
0303	Ditter, Duane K.	2521 Leon Ct.
9532	Ditter, Lisa K.	2521 Leon Ct.
9291	Drescher, Zachary J.	1022A Michigan Ave.
*4689	Ellinger, Shannon S.	1642 Saemann Ave.

***grant contingent on application being corrected and with a warning to include all violations on future applications**

9963	Ertel, Samantha M.	710 N. 4th St.
0120	Farley, Dean J.	1517 N. 28th St.
9338	Flores, Diane G.	1637 S. 26th St.
7095	Forward, Tiffany M.	1415 S. 21st St.
0335	Garcia, Javier J.(Club)	1525 Alabama Ave.
9993	Gerharz, Kathy J.	5515 Shorecrest Rd.
6149	Greger, Kimberly A.	2226 S. 14th St.
0325	Hanrahan, Jessica A.	3622 Superior Ave.
6181	Harpold, William A.	1914A Calumet Dr.
8270	Heitzmann, Adam J.	2206 Sunflower Ave.
2993	Hemsing, Steven R.	1159 Cherry Ln.
0296	Hernandez, Daniel P.	2242 N. 20th St.
0113	Hughes Jr., Tony A.	2672 Georgia Ave.

*5032 Hurtienne, Amy S. 2039 N. 15th St.

***grant contingent on application being corrected and with a warning to include all violations on future applications**

9390 Janey, Heather J. 1445 S. 9th St.
*0340 Jenkins, Joseph A. 1016 Alabama Ave.

***grant contingent on application being corrected and with a warning to include all violations on future applications**

0242 Johansen, Kaila L. 1416 N. 28th St.
0172 Kinsley, Shonda M. 2115 Milz Ct.
2520 Kleeman, Rick A. N4461 Hidden Valley Dr.
*0244 Knaus, Carissa SM 112 Red Tail Dr., Sheb. Falls

***grant contingent on application being corrected and with a warning to include all violations on future applications**

1656 Kober, Susan K. 1012 N. 27th St., #101S
0223 Kotyza, Holly A. 1533 N.21st St.
9234 Lawrence, Mark C. 1718 Settlement Trl.
*9340 Malpica, Maritza 1419 Martin Ave.

***grant contingent on application being corrected and with a warning to include all violations on future applications**

7491 Martinez, Rufino C. 2748 N. 10th St., #11
8466 McMahon, Susan M. 1712 N. 11th St.
0360 Merrill, Anna K. 1120 S. 17th St.
0290 Meyer, Christopher S. 2226 N. 6th St.
8404 Nack, Denise K. 1622 Ashland Ave.
8403 Nack, Samantha S. 1622 Ashland Ave.
0105 Pacyga, Laura A. 1518 N. 10th St.
9480 Pierce, Christine L. 1709 S. 26th St.
5192 Pitsch, Timothy J. 2806 S. 11th St.
7070 Potter, Jennifer A. 2625 S. 8th St.
9176 Reese, Alexa M. 634 Dillingham Ave.
2038 Richter, Joseph M. 1822 N. 1st St.
0144 Rubin, Angela M. 1329 Center Ave.
0111 Russell, James E.(Club) 2031 N. 7th St.
9270 Saeger, Christina A. 112 Red Tail Dr., Sheb. Falls
6072 Sandoval, Rosalba 1108 Lincoln Ave.
7052 Schad, Jamie L. 2526 N. 9th St.
2083 Scheunert, James S. 3919 Mendocino Ln, #104
4858 Schwab, William B. 1515B New Jersey Ave.
7616 Shaha, Eryn L. 1620 Knoll Crest Dr.
7673 Steen, Linda S. 4166 Red Birch Ct.
0316 Stemper, Sarah M. 1615 New Jersey Ave.
*9419 Stobbe, Krista L. 1613 Mehrtens Ave.

***grant contingent on application being corrected and with a warning to include all violations on future applications**

9026 Tanner, Nicole L. 922 Weeden Creek Rd.
0187 Timilsena, Thanda Raj 1703 Illinois Ave., #205
0080 Van Akkeren, Terry E. 1712 N. 7th St.

7762	Van Veghel, Stephen F.	402 Clement Ave.
9435	Vandeloo, Jennifer R.	1421A Superior Ave.
9173	Vidimos, John J.	3015 N 15th St.
9083	Von Der Puetten, Frank	1716 N. 19th St.
9131	Wagner, Rebecca L.	928 Wisconsin Ave., #210
5625	Walker, Christine A.	705A Broadway Ave.
*7580	Willis, Rita A.	126 Lake Ct.

***grant contingent on application being corrected and with a warning to include all violations on future applications**

0195	Woods, Braden M.	435 Lincoln Ave., Downers Grove, IL
7402	Wriedt, Jeff S.	2006 N. 18th St.
2688	Wriedt, Laurel L.	2006 N. 18th St.
7064	Wright, Crystal M.	815 N. 4th St.
0038	Wright, Ellen M.	540 Petra Ln.
2357	Ziegler, Thomas M.	1312 Kentucky Ave.

TAXICAB DRIVER'S LICENSE **(NEW)** (December 31, 2015)

No.	Name	Address
0811	Kahlon, Ladi Singh	2723 S. 15th St.
0817	Sullivan, Peter C.	4006 N. 31st St.

_____ _____

_____ _____

_____ _____

Committee.

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

VII

R. C. No. ____ - 15 - 16. By LAW AND LICENSING. July 20, 2015.

Your Committee to whom was referred R. C. No. 70-15-16 by Law and Licensing and R. O. No. 28-15-16 by the City Clerk, license applications for the period ending December 31, 2016 and June 30, 2017; recommends that Beverage Operator's License #0749 be granted with instructions to correction their application.

Consent

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

VII

6.1

R. C. No. 70 - 15 - 16. By LAW AND LICENSING. July 6, 2015.

Your Committee to whom was referred, pursuant to R. O. No. 28-15-16 by the City Clerk, submitting license application for the period ending December 31, 2016 and June 30, 2017; recommends that Beverage Operator's License #0749 be denied based upon her record of violations related to the licensed activity, her record as a repeat law violator, and her failure to cooperate with the Committee.

Reg
Lessard
~~re-refer to L&L~~
grant & correct app.

Susan J Lessard
Mark T Harmann

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

VII

VIII

R. C. No. ____ - 15 - 16. By PUBLIC WORKS. July 20, 2015.

Your Committee to whom was referred Res. No. 54-15-16 by Alderperson Belanger authorizing entering into contract for the purchase of one (1) Tandem Axle Combination Sewer Jetter & Vacuum truck; recommends that the Resolution be passed.

Consent

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

5.12

Res. No. 54 - 15 - 16. By Alderperson Belanger. July 6, 2015.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the purchase of one (1) Tandem Axle Combination Sewer Jetter & Vacuum truck equipped with a high pressure water system, camera system and hydro excavation capability for use on the sanitary sewer network.

WHEREAS: The City of Sheboygan has need to upgrade several pieces of equipment used to dislodge clogs and otherwise clear and maintain the City's network of sanitary sewer pipelines of various obstructions, and;

WHEREAS: The City carefully established specifications which account for functionality, performance, operator safety, longevity and ease of maintenance and included additional equipment that will allow for one piece of equipment and its operators to perform the work of several dedicated units. This will result in quantifiable savings in both man and machine hours and;

WHEREAS; The City Department of Public Works personnel have had demonstrations of several vehicles capable of this work and have determined that the vehicle manufactured by the Vactor Corporation offers the best overall package to meet the City's needs, and;

WHEREAS; it was further determined that the Manufacturer holds a contract with the State of Minnesota and the City of Sheboygan is eligible for the discounts available under the contract. City Ordinance allows the City to purchase equipment from State or National contracts and waive the need for competitive bidding, and;

WHEREAS: The Manufacturer further offers a preventative maintenance program which covers the many complex systems on the vehicle and provides for repairs and maintenance at a reasonable annual cost. Further, the vendor offers participants in this program the ability to turn in and upgrade the vehicle after five years of use with a guaranteed trade value of 35 percent of the purchase price.

WHEREAS: The City of Sheboygan is also extremely sensitive to the possibility of future litigation regarding any vehicle whose fixtures and appurtenances obstruct the drivers view, even on a partial basis. The Manufacturer has provided the City with a written letter of assurance that it will provide legal assistance and relief to the City up to and including a complete refund, should the City experience any legal challenges associated with this equipment.

PW approve.

III

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with Bruce Municipal Equipment of Menomonee Falls, WI for the purchase of one(1) 2016 Freightliner 114SD Tandem Axle axle chassis , outfitted with an Vactor 2100+ Combination Sewer Jetter/Vacuum, high pressure water systems, Envirosight Camera system, options and accessories at a total cost of $393,544.00 and;

BE IT FURTHER RESOLVED: That the funding for this expenditure is to be taken from the Wastewater Fund, and that the vehicle (s) being replaced will be sold with the proceeds of sale to be deposited into the account as directed by the City of Sheboygan Finance Director.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VIII

R. C. No. ____ - 15 - 16. By PUBLIC PROTECTION AND SAFETY. July 20, 2015.

Your Committee to whom was referred the following:

1. R. O. No. 68-15-16 by the Purchasing Agent submitting cost breakdowns for purchase of 20 Mobile Data Terminals; and

2. Res. No. 52-15-16 by Alderperson Carlson authorizing entering into contract for the purchase of replacement mobile data terminals for the Sheboygan Police Department;

recommends that the Report of Officer be accepted and placed on file and the Resolution be passed.

Consent

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

5.10

Res. No. 52 - 15 - 16. By Alderperson Carlson. July 6, 2015.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the purchase of replacement mobile data terminals for the City of Sheboygan Police Department.

WHEREAS: The current mobile data terminals in the police vehicles have met or exceeded their expected useful life and are in need of replacement as they are over five years old.

WHEREAS: The Sheboygan Police Department field tested several solutions from the two major manufacturers and found that the Panasonic Toughbook meets or exceeds all of their needs.

WHEREAS: Panasonic Toughbook terminals are listed on the State of Wisconsin Contract. Under Ordinance, since the equipment is available under contract, public bidding is not required. and:

WHEREAS: In addition, since the current units are also Panasonic brand, the replacement of the mounting hardware in the vehicles is not required, as this is compatible to the new equipment.

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with Baycom Inc. of Green Bay WI for the purchase of (20) Mobile data terminals and accessories in the amount of $55,200.00 and CalAmp Inc. for the purchase of one (1) fusion modem and antennas in the amount of **$** 2390.00 as detailed in the Report of Officers attached

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw orders on the 2015 Capital Improvements budget Account In payment of same.

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

II

4.5

R. O. No. 68 - 15 - 16. By PURCHASING AGENT. July 6, 2015.

Submitting a cost breakdown for the purchase of (20) Mobile Data Terminals and related items from Baycom Inc. of Green Bay, WI and CalAmp of Seattle WA. These ruggedized laptop terminals are on the State of WI Contract precluding the need for competitive bidding.

(19) Panasonic CF-53 Toughbook computers including charging dock Internal 4G modem and dual RF Pass through……. $2,780.00 each

(1) Panasonic CF-53 Toughbook computer including charging dock but without Internal 4G Modem and Dual RF Pass through……..$ 2,380.00 Each

(1) Cal-Amp Fusion B-14 Modem with Wi-Fi, Antenna kit and ability to Connect with First Net in the future……..$ 2,290.00

File

Respectfully submitted,

Bernard R. Rammer

VIII

R. C. No. ____ - 15 - 16. By PUBLIC PROTECTION AND SAFETY. July 20, 2015.

Your Committee to whom was referred the following:

1. R. O. No. 64-15-16 by the Purchasing Agent submitting report relative to the purchase of a new in-building Interview Room audio/video system; and

2. Res. No. 53-15-16 by Alderperson Carlson authorizing entering into an agreement for the furnishing and installation of audio/video recording systems for the Sheboygan Police Department;

recommends that the Report of Officer be accepted and placed on file and the Resolution be passed.

Consent

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

5.11

Res. No. 53 - 15 - 16. By Alderperson Carlson. July 6, 2015.

A RESOLUTION authorizing the Purchasing Agent to enter into an agreement for the furnishing and installation of audio/video recording systems for the Sheboygan Police Department including installation and training, to equip (12) Interview areas in the Police Dept. Headquarters Building.

WHEREAS; In 2014, The Sheboygan Police Department equipped its fleet of squad cars with new camera equipment. It was known at the time that recording equipment in the various interview areas within the building was also in need of an upgrade. It was determined that the same manufacturer of the vehicle systems offers a complete integrated solution, but there were inadequate funds available at that time and;

WHEREAS; The audio and video recording equipment in the building has exceeded its useful life and some of the components are no longer supported. Integration of the data collected in the vehicles as well as the interview areas provides for a seamless repository for audio/visual evidence and provides for organized storage and retrieval and;

WHEREAS; The Sheboygan Police Department exercised significant due diligence in the investigation of current available technology in search of a system that meets or exceeds all of their needs and has determined that the systems offered by Coban Technologies, offers the best overall solution, and;

WHEREAS; The City of Sheboygan is able to access a national contract with Coban Technologies for the purchase of this equipment and as such, is able to waive the need for competitive bidding for this purchase under the exemptions provided under City Ordinance and offers some additional discounts.

PPS
approve

RESOLVED: That the Purchasing Agent is hereby authorized to enter into a purchase agreement with Coban Technologies Inc. of Houston TX in the amount of $34,040.00 and that the need for competitive bidding is hereby waived, and;

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw on account # 10121100-641200 in payment of same.

_____

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

4.4

R. O. No. 64 - 15 - 16. By PURCHASING AGENT. July 6, 2015.

Submitting a report relative to the purchase of a new in building Interview Room audio/video capture, recording and storage system for the Sheboygan Police Department Headquarters Building

Following a determination that the current in building video system has surpassed its expected useful life and is no longer supported by the manufacturer, the Sheboygan Police Dept. is proposing upgrading the systems to allow for an integrated system with the same manufacturer who provided the mobile equipment in 2014.

In researching this vendor, it was determined that a national contract for the purchase of this equipment is in place under the HGAC buying consortium. Because this is a National contract, the City of Sheboygan is eligible to take advantage of the program and related discounts without the need to competitively bid the project.

The total, discounted cost of all related hardware, software, freight, installation and training under the contract is $ 34,040.00 including the first year of maintenance and licensing after the warranty period has ended.

PP&B
Acct File

Respectfully,
Bernard R. Rammer

II

IX

R. C. No. ____ - 15 - 16. By PUBLIC PROTECTION AND SAFETY. July 20, 2015.

Your Committee to whom was referred Gen. Ord. No. 10-15-16 by Alderperson Carlson amending Subsection 26-197(a) and Section 26-199 of the City of Sheboygan Municipal Code so as to change the reference to the Wisconsin Statutes; recommends that the Ordinance be passed.

Consent

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

X

7.1

Gen. Ord. No. 10 - 15 - 16. By Alderperson Carlson. July 6, 2015.

AN ORDINANCE amending Subsection 26-197(a) and Section 26-199 of the City of Sheboygan Municipal Code so as change the reference to the Wisconsin Statutes.

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

Section 1. Subsection 26-197(a) of the City of Sheboygan Municipal Code is hereby amended to read as follows:

"Sec. 26-197. *Code adopted.*

(a) Chapters SPS 305 and SPS 316 of the Wisconsin Administrative Code, as well as Wis. Stats. §§ 101.80-101.88, are adopted by reference and made a part of this article; any future amendments, revisions or modifications of such laws or codes incorporated in this section are intended to be made part of this article in order to secure uniform statewide regulation and enforcement of law relating to electricity."

Section 2. Section 26-199 of the City of Sheboygan Municipal Code is hereby amended to read as follows:

"Sec. 26-199. *Required.*

No person shall alter, install or repair electrical wires and apparatus for the utilization of electrical current for light, heat or power in the city except in the usual operations of the public utility company, without first having obtained a license therefor as required pursuant to SPS 305, Wisconsin Administrative Code, and Wis. Stats. §§ 101.80-101.88."

PPS approve.

X

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

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

R. O. No. ____ - 15 - 16. By CITY CLERK. July 20, 2015.

Submitting a petition for direct annexation by unanimous approval for Wagner Excavating Properties LLC by Gregg Wagner.

City Plan

City Clerk

PETITION FOR DIRECT ANNEXATION BY UNANIMOUS APPROVAL
PURSUANT TO SECTION 66.0217(2), WISCONSIN STATUTES

We, the undersigned, constituting all of the electors and all of the owners of real property in the following territory of the Town of Wilson, Sheboygan County, Wisconsin, lying contiguous to the City of Sheboygan, petition the Common Council of said City to annex the territory described below and shown on the attached scale map to the City of Sheboygan, Sheboygan County, Wisconsin:

BEING PART OF THE SE 1/4 OF THE SE 1/4 OF SECTION 5, T. 14 N., R. 23 E., TOWN OF WILSON, SHEBOYGAN COUNTY, WISCONSIN, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SE CORNER OF SAID SECTION 5, THENCE N 88°01'50" W ALONG THE SOUTH LINE OF THE SE 1/4 OF SAID SECTION 5 867.72' TO THE POINT OF BEGINNING, THENCE N 01°55'47" W 33.70' TO A POINT ON THE NORTH RIGHT OF WAY LINE OF WEEDEN CREEK ROAD, THENCE CONTINUING N 01°55'47" W 144.30', THENCE NORTHEASTERLY 1236.81' ALONG AN ARC OF A CURVE TO THE RIGHT, WITH A RADIUS OF 5553.35', AND A CHORD BEARING OF N 34°06'36" E WITH A LENGTH OF 1234.26' TO THE WEST RIGHT OF WAY LINE OF I-"43", THENCE N 01°58'01" W ALONG SAID WEST LINE 72.95' TO THE EASTERLY RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD, THENCE SOUTHWESTERLY ALONG SAID EASTERLY LINE 903.69' ALONG AN ARC OF A CURVE TO THE LEFT, WITH A RADIUS OF 5602.85', AND A CHORD BEARING OF S 36°25'12" W WITH A LENGTH OF 902.71', THENCE N 58°12'02" W ALONG SAID EASTERLY LINE 16.50', THENCE SOUTHWESTERLY ALONG SAID EASTERLY LINE 626.03' ALONG AN ARC OF A CURVE TO THE LEFT, WITH A RADIUS OF 5619.35', AND A CHORD BEARING OF S 28°36'28" W, WITH A LENGTH OF 625.70' TO A POINT ON THE SOUTH LINE OF THE SE 1/4 OF SECTION 5, T. 14 N., R. 23 E., THENCE S 88°01'50" E ALONG SAID SOUTH LINE 166.00' TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 91,803.77 SQ. FT. OR 2.11 ACRES.

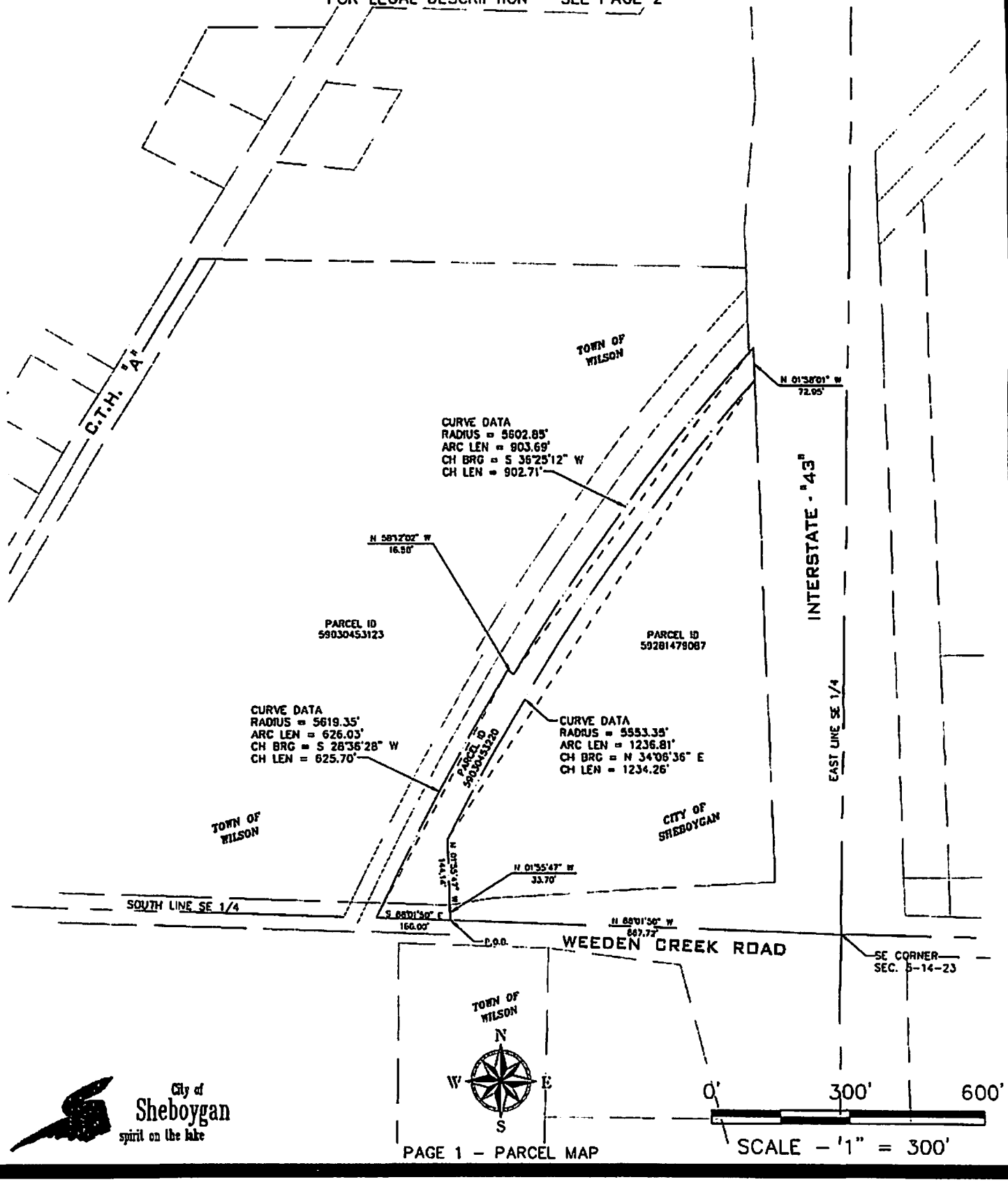
We, the undersigned, elect that this annexation shall take effect to the full extent consistent with outstanding priorities of other annexation, incorporation or consolidation proceedings, if any.

The above described territory contains a population of 0.

Signature of Petitioner	Date	Mark X if owner	Mark X if an elector	Description of Property or Address
WAGNER EXCAVATING PROPERTIES LLC By: Greg Wagner	7/6/15	X		4124 Weeden Creek Rd.

PROPOSED ANNEXATION
FOR WAGNER EXCAVATING PROP.
SECTION 5, T. 14 N., R. 23 E.

FOR LEGAL DESCRIPTION – SEE PAGE 2



City of Sheboygan
spirit on the lake

PAGE 1 – PARCEL MAP

PROPOSED ANNEXATION
FOR WAGNER EXCAVATING PROP.
SECTION 5, T. 14 N., R. 23 E.

FOR PARCEL MAP – SEE PAGE 1

BEING PART OF THE SE ¼ OF THE SE ¼ OF SECTION 5, T. 14 N., R. 23 E., TOWN OF WILSON, SHEBOYGAN COUNTY WISCONSIN. BEING MORE PARTICULARLY DESCRIBED AS

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City of Sheboygan
spirit on the lake

II

R. O. No. _____ - 15 - 16. By CITY CLERK. July 20, 2015.

Submitting a communication from Frank Reif requesting that his claim be reconsidered (alleged damage to his vehicle when a temporary stop sign was out too far in the road).

Finance

_____
City Clerk

II

June 25, 2015

Common Council
City Hall
828 Center Ave.
Sheboygan, WI. 53081

Re: My Claim Against the City of Sheboygan. Reply to Letter of June 16, 2015.

Dear Council Members,

Other than paying taxes and applying for building permits, this claim was the first experience I have had with the decision makers of Sheboygan.

Had any one of you been in the exact same spot, under the same conditions and in a vehicle the size of mine, I have no doubt that you would have came into contact with the STOP sign or worse.

This sign was definitely misplaced and an obstacle interfering with traffic. If it was not, then why was it moved over about three feet by the next day? Would there have been more vehicles giving the STOP sign a problem.

I know the days of trust, and agreements and contracts made with a handshake are long gone. But Certified Mail costing $11.89 sent from an Attorney's office? A phone call from a Council Member would have served the purpose.

Please recomsider this claim! If not, well the experience taught me something!

Sincerely Yours,

Frank Reif
4727 S. 12th St.
Sheboygan, WI. 53081
Ph. 920-458-6658

cc: City Attorney

II

R. O. No. ____ - 15 - 16. By CITY CLERK. July 20, 2015.

Submitting a claim from Janet Nelson for alleged injuries when she tripped and fell on the sidewalk on N. 11th St. next to restaurant and store.

City Clerk

Finance

DATE RECEIVED 07-08-15

RECEIVED BY MMD

CLAIM NO. 08-15

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

JUL 8 '15 AM 10:54

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

TO CITY OF SHEBOYGAN

1. Name of Claimant: Janet Nelson
2. Home address of Claimant: 2504 Main Ave., Sheboygan
3. Home phone number: 920-457-5389
4. Business address and phone number of Claimant: 1029 Michigan Ave., Sheboygan, 920-458-1295
5. When did damage or injury occur? (date, time of day) 6/30/15 @ 9:45 a.m.
6. Where did damage or injury occur? (give full description) On N. 11th Street sidewalk next to restaurant + store.
7. How did damage or injury occur? (give full description) Foot got caught on the cement and tripped.
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:
   (a) Name of such officer or employee, if known: N/A
   (b) Claimant's statement of the basis of such liability: N/A
9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
   (a) Public property alleged to be dangerous: Sidewalk next to the restaurant + Salvation Army on N. 11th St.
   (b) Claimant's statement of basis for such liability: Loss of wages, damage to personal items + bodily injury

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

Cuts to my forehead & lump above (R) temple. Broken (R) elbow & bin. (approx.) bruise to (R) hip. Broken glasses.

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

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

Auto:	$ N/A
Property:	$ unknown @ this time
Personal injury:	$ unknown @ this time
Other: (Specify below	$
TOTAL	

Damaged vehicle (if applicable)

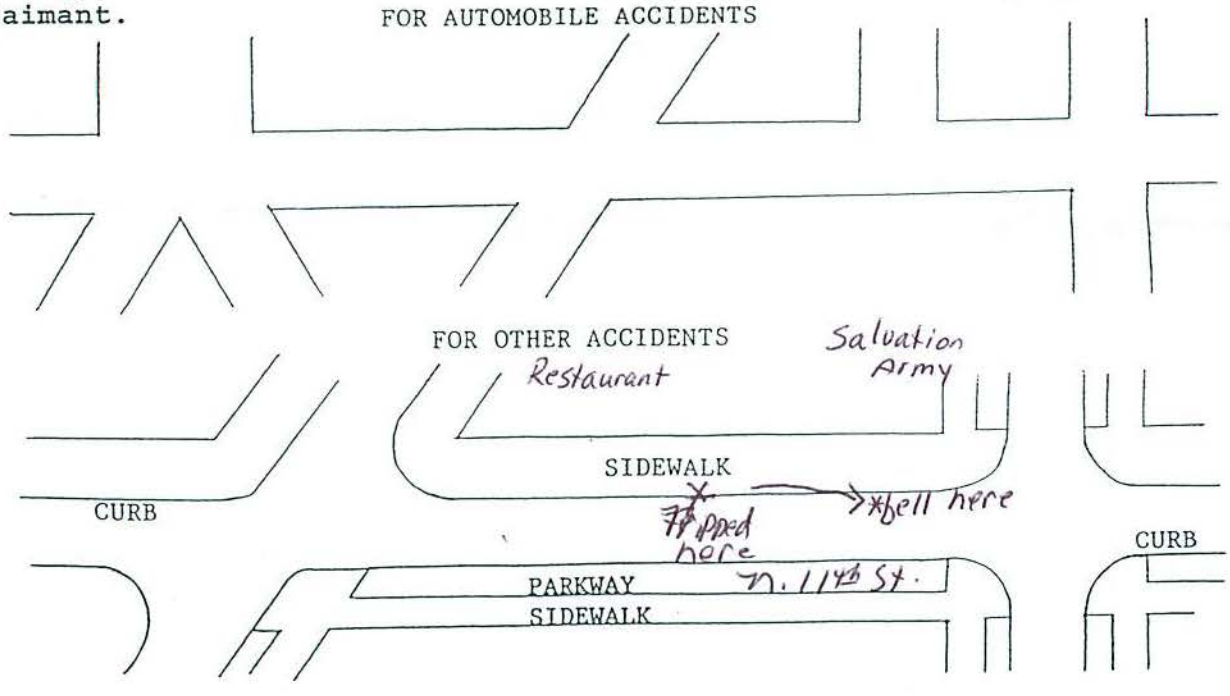
Make: _____ Model: _____ Year: _____ Mileage: _____

Names and addresses of witnesses, doctors and hospitals: _____

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

NOTE: If diagrams below do not fit the situation, attach hereto a proper diagram signed by the Claimant.

FOR AUTOMOBILE ACCIDENTS



SIGNATURE OF CLAIMANT: Janet Nelson Date: 7/5/15

DATE RECEIVED 07-08-15

RECEIVED BY MMD

CLAIM NO. 08-15

CLAIM

Claimant's Name: Janet Nelson

Claimant's Address: 2504 Main Ave.
Sheboygan, 53083

Claimant's Phone No. 920-457-5389

Auto $

Property $

Personal Injury $

Other (Specify below) $

TOTAL

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

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

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

*Have not received any bills or invoices @ this time.

SIGNED: Janet Nelson DATE: 7/5/15

ADDRESS: 2504 Main Ave.
Sheboygan, WI 53083

II

R. O. No. - 15 - 16. By CHIEF OF POLICE. July 20, 2015.

Pursuant to section 54-65 of the Municipal Code, I herewith submit my quarterly report showing the activities of my department for the period commencing April 1, 2015 and ending June 30, 2015.

Part I Crimes	April		May		June		2015 TOTAL 2nd QTR Actual Offenses	2014 TOTAL 2nd QTR Actual Offenses
	Actual Offenses	Cleared	Actual Offenses	Cleared	Actual Offenses	Cleared		
Homicide	0	0	0	0	0	0	0	0
Rape	2	1	5	1	-1	0	6	3
Robbery	0	0	1	0	2	2	3	1
Aggravated Assault	9	9	16	16	12	12	37	37
Burglary	7	6	13	2	13	4	33	42
Theft	70	35	73	23	121	47	264	272
Vehicle Theft	0	0	4	2	2	1	6	6
Arson	0	0	0	0	2	2	2	2
Total Part I Crimes	**88**	**51**	**112**	**44**	**151**	**68**	**351**	**363**
Total Current *Actual Offenses*		**351**	Total Current *Cleared*			**163**		
Same Quarter Last Year		**363**	Same Quarter Last Year			**171**		

Traffic Arrests	
April	179
May	243
June	159
Current Quarter	**581**
Same Quarter Last Year	**552**

Other Arrests	
April	349
May	337
June	396
Current Quarter	**1,082**
Same Quarter Last Year	**1324**

Accidents Investigations	
Current Quarter	**405**
Same Quarter Last Year	**369**

Total Arrests	
Current Quarter	**1,663**
Same Quarter Last Year	**1876**

PPS.

Property	April	May	June	Current Quarter	Same Quarter Last Year
Value Property Stolen	14,788	46,691	41,714	**103,193**	**391,391**
Value Property Recovered	4,336	11,098	3,608	**19,042**	**15,930**
Percent Recovered	**29**	**24**	**9**	**18%**	**4%**

Chief of Police, Christopher D. Domagalski

II

R. O. No. ____ - 15 - 16. By CITY CLERK. July 20, 2015.

Submitting a communication from the State of Wisconsin Department of Corrections filing a waiver to the Sex Offender Residency restrictions on behalf of State inmate Jerry E. Erwin in order for him to be placed at either 930A Michigan Ave. or 1123/1125 N. 14th St.

PP&B

City Clerk

II

Scott Walker
Governor

Edward F. Wall
Secretary

State of Wisconsin
Department of Corrections

Mailing Address
DCC
3422 Wilgus Ave.
Sheboygan, WI 53081
(920) 459-3483
(920) 459-4386 (FAX)

July 6th, 2015

Re: City of Sheboygan Sex Offender Ordinance

To whom it may concern:

The Department of Corrections is hereby filing an appeal to the Sex Offender Residency restrictions on behalf of State inmate Jerry E. Erwin in order for Mr. Erwin to be placed at a Transitional Living Placement (TLP) located at one of the following locations depending on availability: 930 A Michigan Ave., Sheboygan, WI 53081 or 1123 or 1125 N. 14th St., Sheboygan, WI 53081.

Respectfully,

Douglas Sundsmo
Probation/Parole Agent 70807
(920) 459-3483

II

R. O. No. ____ - 15 - 16. By CITY CLERK. July 20, 2015.

Submitting a communication from Brian L. Kuhfuss requesting a waiver from the Sex Offender Residency restrictions in order to live at 2114 N. 20th St.

PP&S

City Clerk

II

JUL 9 '15 PM 2:25

Date 7-9-2015

My name is Brian L. Kuhfuss.

I am requesting a waiver to the Sexual Residency Requirements so I may live at 2114 North 20th Street Sheboygan WI. 53081.

Signature Brian Kuhfuss

Phone No 920-287-4850

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. I know your agents are the ones that need to know this as they bring in the applications to the Clerk's Office. This timeline will also apply to people who just come into our office to drop off their own applications.

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

Thanks for all your cooperation in this matter.....

II

R. O. No. ____ - 15 - 16. By CITY CLERK. July 20, 2015.

Submitting a communication from the State of Wisconsin Department of Corrections filing a waiver to the Sex Offender Residency restrictions on behalf of State inmate Mitchell D. Pask in order for him to be placed at either 930A Michigan Ave. or 1123/1125 N. 14th St.

pPaS

City Clerk

II

Scott Walker
Governor

Edward F. Wall
Secretary

State of Wisconsin
Department of Corrections

Mailing Address
DCC
3422 Wilgus Ave.
Sheboygan, WI 53081
(920) 459-3483
(920) 459-4386 (FAX)

July 6th, 2015

Re: City of Sheboygan Sex Offender Ordinance

To whom it may concern:

The Department of Corrections is hereby filing an appeal to the Sex Offender Residency restrictions on behalf of State inmate Mitchell D. Pask in order for Mr. Pask to be placed at a Transitional Living Placement (TLP) located at one of the following locations depending on availability: 930 A Michigan Ave., Sheboygan, WI 53081 or 1123 or 1125 N. 14th St., Sheboygan, WI 53081.

Respectfully,

Douglas Sundsmo
Probation/Parole Agent 70807
(920) 459-3483

R. O. No. ____ - 15 - 16. By CITY CLERK. July 20, 2015.

Submitting a communication from Luis Alberto Santillan requesting a waiver from the Sex Offender Residency restrictions in order to live at 1113 S. 11th St.

_____
City Clerk

Date 7/1/15

My name is Luis Alberto Santillan.

I am requesting a waiver to the Sexual Residency Requirements so I may live at ~~26 Pawnee Pkwy~~ 1113 S. 11th St. DB.

~~Sheboygan~~ WI 53081.

Signature Luis Alberto Santillan DB

Phone No (920) 207-4025

Please contact Probation Agent
Josh Butzen
459-0580

Date 7-16-15

My name is Josh Butzen on behalf of Luis Santillan

I am requesting a waiver to the Sexual Residency Requirements so I may live at 1113 S. 11th St. Sheboygan 53081.

Signature JB for Luis Santillan

Phone No 920-459-0580

Mr. Santillan previously submitted an appeal to reside at 26 Pawnee Pkwy that will no longer work.

Please use previous application if possible.

Thanks

II

R. O. No. ____ - 15 - 16. By CITY CLERK. July 20, 2015.

Submitting a communication from Andrew Darren Tershner requesting a waiver from the Sex Offender Residency restrictions in order to live at 1419 Carl Ave.

City Clerk

PP&B.

CITY OF SHEBOYGAN

PUBLIC PROTECTION AND SAFETY COMMITTEE

APPLICATION FOR WAIVER OF SEXUAL OFFENDER RESIDENCY RESTRICTIONS

This application is pursuant to Section 70-265 of Sheboygan Municipal Code. Consistent with the policies set forth in Wisconsin Statute sections 938.299 and 938.78 mandating confidentiality, appeals involving juvenile offenders or offenses will be held in closed session, unless otherwise noted.

IMPORTANT: THIS APPLICATION SHOULD BE TYPED OR PRINTED IN BLOCK LETTERS IN BLACK INK.

DATE: July 13 2015

NAME: Andrew Darren Tershner

DATE OF BIRTH: 06-18-1986

CURRENT ADDRESS: 1324 A south 12th Street Sheboygan WI 53081

TELEPHONE NUMBER: 920-905-1413

EMPLOYER: working with Jarod Tershner painting rentals

ADDRESS OF EMPLOYER: Don't Know

HIGHEST LEVEL OF EDUCATION COMPLETED: 12

AGES & RELATIONSHIPS OF THOSE WHO CURRENTLY LIVE WITH YOU:

(Do not list names) Nobody

ADDRESS THAT YOU WISH TO MOVE TO IN SHEBOYGAN: 1419 carl Ave Sheboygan WI

AGES & RELATIONSHIPS OF THOSE WHO WOULD LIVE IN THE HOME YOU WISH TO MOVE TO:

(Do not list names) 20 friend

COMPLETE LIST OF YOUR PREVIOUS RESIDENTIAL ADDRESSES: N666 countHILL Road Cedar grove WI

II

R. O. No. ____ - 15 - 16. By CITY CLERK. July 20, 2015.

Submitting a communication from Greg and Karen Scheib regarding flooding issues in their neighborhood (Sheridan Ave., Saemann Ave. between N. 20th and N. 21st St.).

City Clerk

P.W

Richards, Susan

From: Alderperson Jodi Vander Weele
Sent: Monday, July 13, 2015 12:36 PM
To: Richards, Susan
Subject: FW: Street flooding

Hello Sue,
Could we have public works committee look at this?

~Jodi L. VanderWeele~

District 2 Alderperson
920-980-5400

Law & Licensing Committee, Chairman
Strategic Fiscal Planning Committee

From: Karen [rockybighair@yahoo.com]
Sent: Monday, July 13, 2015 10:47 AM
To: Alderperson Jodi Vander Weele
Subject: Street flooding

Jodi,
We need your help, as residents in you district,we would like your help in addressing the flooding issues in our neighborhood. Every time we get extensive rain like last night / early this morning (Monday 7/13), our street floods. This happens between Sheridan Ave, and Seaman Ave, between North 20th and 21st street. We have to scramble to move our vehicles to higher ground. And have to wake other neighbors to get their cars to higher ground. This is getting very frustrating. We are looking for your assistance to come up with solutions to help us correct this issue so that when we have any chance or severe weather we can 1 sleep easy at night, or if at work we can rest assured that our houses are save and not filling up with water.

Looking forward to your help,
Greg and Karen Scheib
1703 North 21st street
Sheboygan, Wi. 53081
(920)-457-1573

Sent from my iPad

II

R. O. No. ____ - 15 - 16. By CITY CLERK. July 20, 2015.

Submitting a communication from Habitat for Humanity requesting permission to hold their annual, overnight event called Shantytown on September 12, 2015 in Fountain Park.

P.W

City Clerk

II

Habitat for Humanity®
Lakeside

Now More Than Ever.
Help Build It!

March 23, 2015

Attn: Sue Richards, City Clerk
City of Sheboygan
828 Center Ave
Sheboygan, WI 53081

Dear Common Council,

We are asking permission to hold our annual, overnight event called Shantytown on September 12, 2015 at Fountain Park. This fundraiser will raise awareness about homelessness. It is scheduled to begin at 3pm on Saturday, September 12th and end on Sunday September 13th at 9am. The park will be cleaned and all trash removed by 10am Sunday morning.

This event is open to local church youth groups and our Habitat chapter at Lakeland College. We are asking that each participating youth group provides their own chaperons at a ratio of one adult per 5 youth. Each youth will build their shanty from provided cardboard, and each group will be asked to provide and supervise the use of box cutters, tarps and duct tape. Box cutters will be in the custody of the chaperons. We will set rules for appropriate behavior and ask each participant to sign a release of liability and pledge sheet. We will hire an off-duty or retired police officer to provide security for the entire event.

The schedule of activities includes:
Speeches and information about Habitat for Humanity and homelessness
Music (Last year a local church choir preformed)
A light and simple meal, prepared and brought to the site in insulated containers (no cooking on site will be required)
Awards for the Shanties
Prayer service before lights out at 11pm
Prayer service and dismissal Sunday morning

Thank you for your consideration of this event.

Respectfully Submitted,

Ruhamah Bauman
Development Coordinator
Habitat for Humanity Lakeside

Office [illegible] N [illegible] Street
Phone (920) [illegible]

Mail: PO Box 973, Sheboygan WI 53082
habitatlakeside.com

II

R. O. No. ____ - 15 - 16. By CITY CLERK. July 20, 2015.

Submitting a communication from Jake Lamers regarding flooding issues in his neighborhood (1709 N. 21st St.)

City Clerk

Pub. Wks.

II

Richards, Susan

From: Alderperson Jodi Vander Weele
Sent: Wednesday, July 15, 2015 10:19 AM
To: Richards, Susan
Subject: FW: Flooding
Attachments: flooding_3.jpeg; flooding_2.jpeg; flooding_1.jpeg

Can we add this to the previous issue that I sent to you? I have gotten calls about this area quite a bit over the past few days.

~Jodi L. VanderWeele~

District 2 Alderperson
920-980-5400

Law & Licensing Committee, Chairman
Strategic Fiscal Planning Committee

From: Jake Lamers [jakelamers@gmail.com]
Sent: Tuesday, July 14, 2015 10:43 AM
To: Alderperson Jodi Vander Weele
Subject: Flooding

Hello Jodi,

I reside at 1709 North 21st St., I am reaching out to you for help because of a flooding issue we have in our neighborhood, recently I have contacted the engineering department in sheboygan and they told me they would look at it, and asked no further questions.

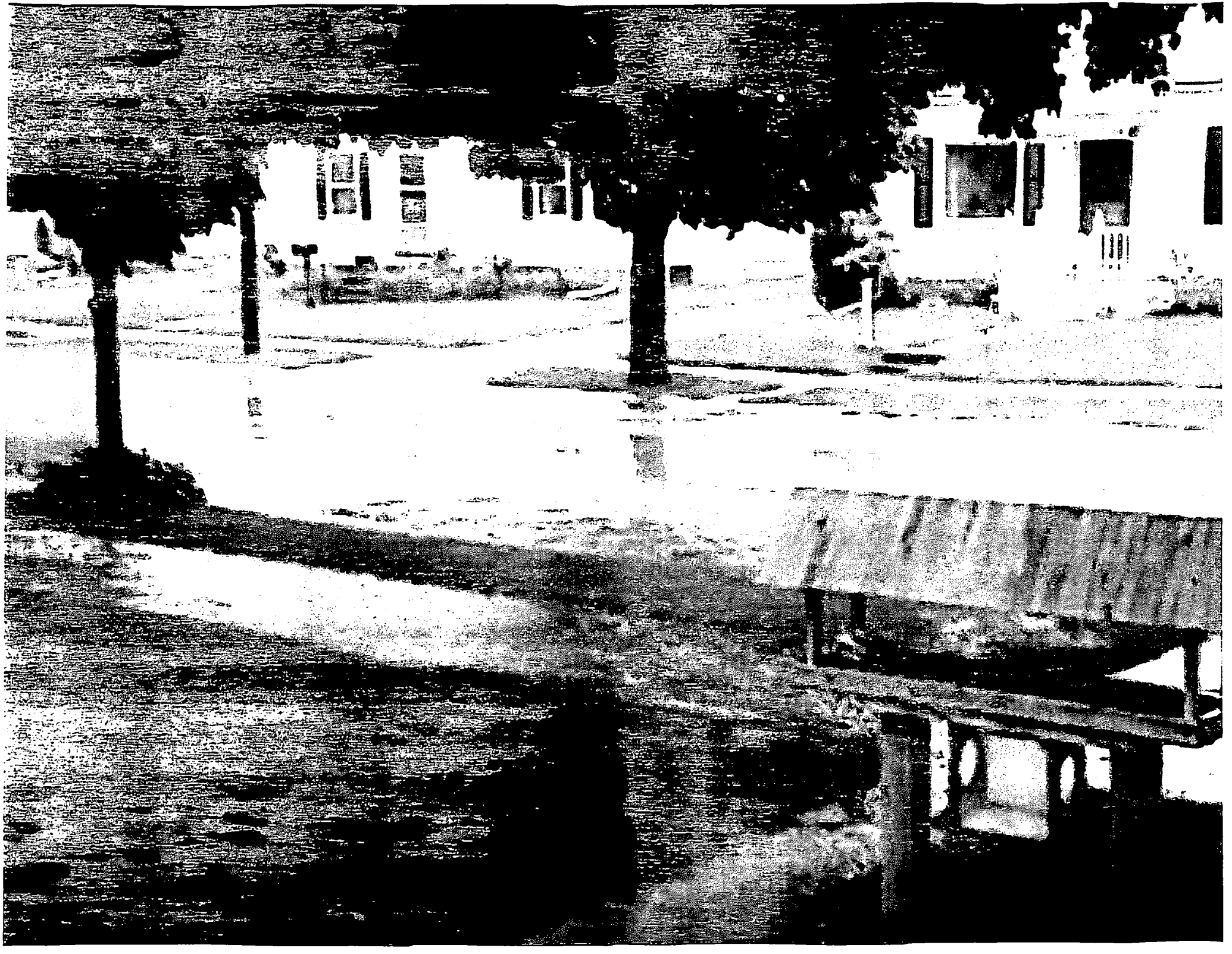
I feel like I probably just got brushed off because its an issue throughout sheboygan and I understand.

I am attaching some pics of our street, my neighbors backyard, and the intersection of 21st and Saeman Ave.

Please let me know if there is anything you can do for this matter.

Thank you,

Jake Lamers
920-627-7905
jakelamers@gmail.com



III

Res. No. ____ - 15 - 16. By Alderperson Belanger. July 20, 2015.

A RESOLUTION approving a project plan for a tax incremental district, describing the boundaries thereof and creating Tax Incremental District No. 16, City of Sheboygan, Wisconsin.

WHEREAS, the City of Sheboygan has determined that use of Tax Incremental Financing is required to promote development and redevelopment within the City; and

WHEREAS, Tax Incremental District No. 16 (the "District") is proposed to be created by the City of Sheboygan (the "City") as a mixed-use district in accordance with the provisions of Section 66.1105 of the Wisconsin Statutes (the "Tax Increment Law"); and

WHEREAS, on July 14, 2015, the City of Sheboygan Plan Commission met and held a public hearing on:

(i) The proposed creation of a tax incremental district;
(ii) Designation of boundaries of the district;
(iii) Adoption of a proposed project plan for the tax incremental district; and

WHEREAS, such public hearing was properly noticed in the City's Official newspaper and prior to its publication, a copy of the notice of said hearing was sent to the chief executive officer of Sheboygan County, the Sheboygan Area School District, and the Lakeshore Technical College District, and the proposed District, in accordance with the procedures specified in the Tax Increment Law; and

WHEREAS, such public hearing afforded interested parties an opportunity to express their views on the proposed creation of a tax incremental district, the proposed boundaries and the project plan; and

WHEREAS, pursuant to the statutory procedures contained in Section 66.1105, Wis. Stats., and after due consideration, the City Plan Commission designated tax incremental district boundaries and adopted a project plan for said district and hereby submits such boundaries and

Finance

III

project plan to the Common Council with a favorable recommendation thereon; and

WHEREAS, such Project Plan includes:

a) A statement listing the kind, number and location of all proposed public works or improvements within the District, or to the extent provided in Section 66.1105(2)(f)1.k. and 66.1105(2)(f)1.n. of the Wisconsin Statutes, outside of the District;
b) An economic feasibility study;
c) A detailed list of estimated project costs;
d) A description of the methods of financing all estimated project costs and the time when the related costs or monetary obligations are to be incurred;
e) A map showing existing uses and conditions of real property in the District;
f) A map showing proposed improvements and uses in the District;
g) Proposed changes of zoning ordinances, master plan, map, building codes and City ordinances;
h) A list of estimated non-project costs;
i) A statement of the proposed plan for relocation of any persons to be displaced;
j) A statement indicating how the amendment of the District promotes the orderly development of the City;
k) An opinion of the City Attorney advising that the plan is complete and complies with Section 66.1105(4)(f)., Wisconsin Statutes.

NOW THEREFORE, BE IT RESOLVED: That the Common Council hereby finds, determines and declares that:

1. Not less than 50%, by area, of the real property within the District is suitable for mixed-use development; and

2. The improvement of such area is likely to enhance significantly the value of substantially all of the other real property in the District; and

3. The project costs relate directly to eliminating blight, and directly serve to promote mixed-use development consistent within the purpose for which the District is created; and

4. The equalized value of taxable property of the District plus the value increment of all existing tax incremental districts within the City, does not exceed 12% of the total equalized value of taxable property within the City; and

BE IT FURTHER RESOLVED: That the Common Council of the City of Sheboygan hereby declares that the District is a mixed-use district based on the identification and classification of the property included within the district under Section 66.1105(4)(c) and 66.1105(4)(gm)4.a, Wis. Stats.

BE IT FURTHER RESOLVED: That in accordance with Section 66.1105, Wis. Stats.:

1. The Common Council hereby approves, accepts and adopts the Project Plan as adopted by the City Plan Commission, which is attached hereto as Exhibit A, and incorporated herein by this reference.

2. The Common Council hereby finds and determines that such Project Plan for the District is feasible and in conformity with the master plan of the City of Sheboygan.

3. The Common Council hereby establishes the boundaries of the tax incremental district. Said boundaries are described as follows:

(Legal Description) (TO BE INSERTED)

4. The Common Council hereby establishes the creation date of the tax incremental district, pursuant to Section 66.1105(4)(gm)2, as January 1, 2016.

5. The Common Council hereby denominates the tax incremental district as "Tax Incremental District Number Sixteen, City of Sheboygan".

BE IT FURTHER RESOLVED: That the City Clerk is hereby authorized and directed to apply to the Wisconsin Department of Revenue in such form as may be prescribed, for a "Determination of Tax Incremental Base", as of January 1, 2016, pursuant to the provisions of Section 66.1105(5)(b) of the Wisconsin Statutes.

BE IT FURTHER RESOLVED: The City Assessor is hereby authorized and directed to identify upon the assessment roll returned and examined under Section 70.45 of the Wisconsin Statutes, those parcels of property which are within the District, specifying thereon the name of said District, and the City Clerk is hereby authorized and directed to make similar notations on the tax roll made under Section 70.65 of the Wisconsin Statutes, pursuant to Section 66.1105(5)(f) of the Wisconsin Statutes.

_____

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, WISCONSIN

Tax Incremental District No. 16

DOWNTOWN REDEVELOPMENT AREA

PROJECT PLAN

Joint Review Board Organizational Meeting Held: **July 14, 2015**

Public Hearing Held: **July 14, 2015**

Adopted by Plan Commission: **July 14, 2015**

Adopted by City Council: **August 3, 2015**

Anticipated to be Considered for Approval by Joint Review Board: **August 4, 2015**

August 2015

Tax Incremental District No.16

City of Sheboygan Officials

Common Council

Michael Vandersteen	Mayor
Donald Hammond	Council Member
John Belanger	Council Member
Darryl Carlson	Council Member
Todd Wolf	Council Member
Jodi Vander Weele	Council Member
Michael Damrow	Council Member
Job Hou-seye	Council Member
Mary Lynne Donohue	Council Member
Bill Thiel	Council Member
Julie Kath	Council Member
Mark Hermann	Council Member
Bryan Bitters	Council Member
Susan Lessard	Council Member
Joseph Heidemann	Council Member
James Bohren	Council Member

City Staff

James Amodeo	Chief Administrative Officer
Chad Pelishek	Dir. of Planning & Development
Steven Sokolowski	Manager of Planning & Zoning
Charles Adams	City Attorney
Susan Richards	City Clerk
Nancy Buss	Finance Director

Plan Commission

Michael Vandersteen, Chair
Ald. John Belanger
Marilyn Montemayor
Todd Wolf
Gerald Jones
Don Cvetan
Ryan Sazama, City Engineer
Chad Pelishek, Ex-officio

Joint Review Board

Michael Vandersteen, Chair	City Representative
Mark Boehlke	Sheb Area School District
Cindy Dross	Lakeshore Technical College
Mark Winkel	Sheboygan County
David Gass	Citizen Member

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I. INTRODUCTION AND PURPOSE

The City of Sheboygan has identified a need to expand its economic base through mixed-use business development. In order to promote development, the City is seeking to designate a geographic area lying within its current corporate limits as Mixed-Use Tax Incremental Finance District (TID) #16. The creation of TID #16 will allow the City to make certain public improvements to the designated area to promote business redevelopment activity. Anticipated growth, combined with the City's commitment toward development, will ensure sufficient tax increment to retire all debt issued by the District for improvements. These improvements will allow the City to attract and retain potential development, and encourage further private investment in local businesses and residences. The business and residential development that is anticipated to occur will provide long-term tax benefits to both the City and all other overlying taxing jurisdictions.

In creating TID #16, the City of Sheboygan has made the following findings, consistent with Section 66.1105 of WI Statutes:

> Activities and improvements to TID #16 are intended to encourage and attract mixed-use development growth or redevelopment in the City.
>
> The improvement to the area is likely to encourage, develop, and maintain a strong growth pattern in the City, taking advantage of key downtown development revitalization efforts to create a strong downtown.
>
> The improvement to the area is likely to maximize private investment within TID #16 and significantly enhance the value of substantially all other real estate in the District.
>
> The improvement to the area is likely to make currently underdeveloped areas of the City more attractive by providing necessary and desired public improvements and necessary housing which are compatible and feasible with existing land uses.
>
> The improvement to the area is likely to encourage and promote conformity with the City's planning and development policies.
>
> At least 50% of the land in TID #16 is suitable for a combination of commercial or residential development and newly platted residential areas will not exceed 35% of the total area of the TID.
>
> The equalized value of the taxable property of the District plus the aggregate value increment of all existing districts within the City does not exceed 12% of the total value of equalized taxable property within the City.
>
> The development in TID #16 would not take place in the absence of the improvements stated in the project plan.

A.) SUMMARY OF FINDINGS

As required by s.66.1105 Wis. Stats., and as documented in this Project Plan and the exhibits contained and referenced herein, the following findings are made:

1. **That "but for" the creation of this District, the development projected to occur as detailed in this Project Plan: 1) would not occur; or 2) would not occur in the manner, as the values, or within the timeframe desired by the City.** In making this determination, the City has considered the following information:

    - The sites proposed for redevelopment are either vacant or underutilized for several years. Given that the sites have not redeveloped as would have been expected under the normal market conditions, it is the judgment of the City that the use of TIF will be required to provide the necessary inducements to encourage redevelopment on the sites consistent with that desired by the City.

    - In order to make the areas included within the District suitable for redevelopment, the City will need to induce redevelopment by offering substantial incentives. Due to the extensive investment of incentives as well as public infrastructure needs, the City has determined that redevelopment of the area will not occur solely as a result of private investment. Accordingly, the City finds that absent the use of TIF, redevelopment of the area is unlikely to occur.

2. **The economic benefits of the Tax Incremental District, as measured by increased employment, business and personal income, and property value, are sufficient to compensate for the cost of the improvements.** In making this determination, the City has considered the following information:

- As demonstrated in the Economic Feasibility section of this plan, the tax increments projected to be collected are more than sufficient to pay for the proposed project costs. On this basis alone, the finding is supported.

- The development expected to occur is likely to provide housing for workforce recruitment and retention as well as generate jobs for the local economy.

3. **The benefits of this proposal outweigh the anticipated tax increments to be paid by the owners of the property in overlying taxing jurisdictions.**

- If approved, the District creation would become effective for valuation processes as of January 1, 2016. As of this date, the values of the existing development would be frozen and the property taxes collected on this base value would continue to be distributed amongst the various taxing entities as they currently are now. Taxes levied on any additional value established within the District due to new construction, renovation, or appreciation of property values occurring after January 1, 2016, would be collected by the Tax Increment District and used to repay the cost of the TIF-eligible projects undertaken within the District.

- Since the development expected to occur is unlikely to take place without the use of TIF (see Finding No. 1) and since the District will generate economic benefits that are more than sufficient to compensate for the cost of the improvements (see Finding No. 2), the City reasonably concludes that the overall benefits of the District outweigh the anticipated tax increments to be paid by the owners of the property in the overlying taxing jurisdictions. It is further concluded that since the "but for" test is satisfied, there would, in fact, be no foregone tax increments to be paid in the event the District is not created. As required by Section 66.1105(4)(i)4., a calculation of the share of the projected tax increments estimated to be paid by the owners of property in the overlying taxing jurisdictions has been made and can be found in Appendix A of this plan.

II. STATEMENT OF KIND, NUMBER, AND LOCATION OF PROPOSED PROJECTS

The City of Sheboygan intends to implement a number of public works projects and developer incentives that will positively impact business and residential related development in TID #16. These projects will be undertaken within the next 19 years of the TID's existence, subject to change based on relative needs of the City and the ability of the District to recoup expenses through the generation of tax increment. These projects may be undertaken within TID #16 or within a ½ mile of the TID #16 boundary, per Wisconsin State Statutes. A brief description of each project is provided below.

A. TID # 16 Projects

The Common Council shall review and approve all projects upon review and recommendation of the appropriate committees.

Project #1: Environmental Audits and Remediation $500,000

It may become necessary to evaluate properties for environmental reasons. The costs related to all environmental audits and remediation will be considered eligible project costs.

Project # 2: Development of the Arts/Culture Greenspace $400,000

The project will be constructed at the same time as the new mixed use development on the former Boston Store property. This public plaza will include paved walkways, grassy areas, lighting, and restroom facilities for utilization as arts venues.

Project # 3: Developer Incentives $8,000,000

The City will provide incentives to developers and/or property owners as a means of encouraging desired types of development within the District. Incentives may include, but not limited to cash subsidies, demolition, facility construction and other incentives that will assure an increased tax base.

Project #4: Landscaping and Right-of-Way Improvements $200,000

The City may provide landscaping, lighting, street furniture, pedestrian pathway improvements, the implementation of a Bikeshare program, and other general amenities to attract high quality development to the area.

Project #5: Economic Development Marketing and RFP's $50,000

Activities associated with Economic Development Marketing include but not limited to: business recruitment, retention, and expansion efforts, promotion, general planning and marketing. Funds may be used to create developer request for proposals (RFP) to attract potential development.

Project #6: Revolving Loan/Low Interest Loan Program

To encourage private development and property maintenance consistent with the goals and objectives

of the City's Master Plans, the City may provide funding to city-funded revolving loan fund (RLF) and/or matching grant program using TID funds. Once the debt is paid off in the District, the incremental funds will be provided to the city-funded RLF.

Project #7: Land Acquisition and Demolition $600,000

The City may acquire land from willing landowners, which it could then redevelop and market to businesses and/or housing developments intending to locate in the Downtown. The City will not use its condemnation powers to force unwilling property landowners to sell their property within the boundaries of the TID.

Project #8: Planning, engineering and professional services $100,000

To encourage development in the TID, the City may engage professional services such as planning, engineering, and legal services. In addition, mapping and seeking grant-funding are also considered professional services.

Project #9: Development of a Downtown Parking Structure $8,000,000

The City may develop up to a 600 vehicle downtown parking structure to assist with revitalization of the downtown to eliminate surface lots.

Project #10: Infrastructure Improvements $1,000,000

The City may reconstruct Pennsylvania Avenue from N. 5th Street to the Lake. This street is a highly traveled corridor linking the Lakefront with the downtown. Street improvements may include sanitary sewer, storm sewer, roadway, street lighting and street enhancements.

A. TID #16 Project Cost Summary

All of the customary expenses are considered in these estimates, including but not limited to: legal fees, engineering fees, planning fees, surveying and mapping fees, inspection, construction costs, materials, and apparatus, restoration work, permits, reports, judgments, claims for damages and other expenses.

All TID/City costs (estimated at **$18,850,000**) are stated in 2015 prices and are preliminary estimates. The City reserves the right to increase the costs to reflect inflationary increases or other unforeseen or uncontrollable circumstances between 2015 and the time of construction/implementation. The City reserves the right to increase particular project costs to the extent that others are reduced or not implemented, without amending the plan. This allocation of increments is preliminary and is subject to adjustment based upon the implementation of the Plan.

B. TID # 16 Yearly Projects Breakdown

2016

Developer Incentives	$2,500,000
Development of the Arts/Culture Greenspace	$400,000
Environmental Audits/Remediation	$175,000
Engineering Services	$80,000
Landscaping and Right-of-Way Improvements	$50,000
Total	$3,205,000

2017

Land Acquisition and Demolition	$350,000
Environmental Remediation	$175,000
Total	$525,000

2018

Developer Incentives	$1,000,000
Engineering Services	$20,000
Economic Development Marketing	$25,000
Pennsylvania Avenue Reconstruction	$1,000,000
Landscaping and Right-of-Way Improvements	$150,000
Total	$2,195,000

2019

Development of Downtown Parking Structure	$8,000,000

2022

Developer Incentives	$500,000
Economic Development Marketing	$25,000
Total	$525,000

2023

Land Acquisition and Demolitions	$250,000
Environmental Remediation	$150,000
Total	$400,000

2024

Developer Incentives	$1,000,000

2030	
Developer Incentives	$1,500,000
2035	
Developer Incentives	$1,500,000
TOTAL PROJECTS BREAKDOWN	**$18,850,000**

III. BOUNDARY DESCRIPTION

The boundary for TID #16 was established using the following criteria:

A. The equalized value of the taxable property of the District plus the aggregate value increment of all existing districts within the City does not exceed 12% of the total value of equalized taxable property within the City.

A map identifying the boundary for TID #16 is provided later in this report.

TAX PARCELS

The District includes the tax parcels listed in the public hearing notice and as listed on the map.

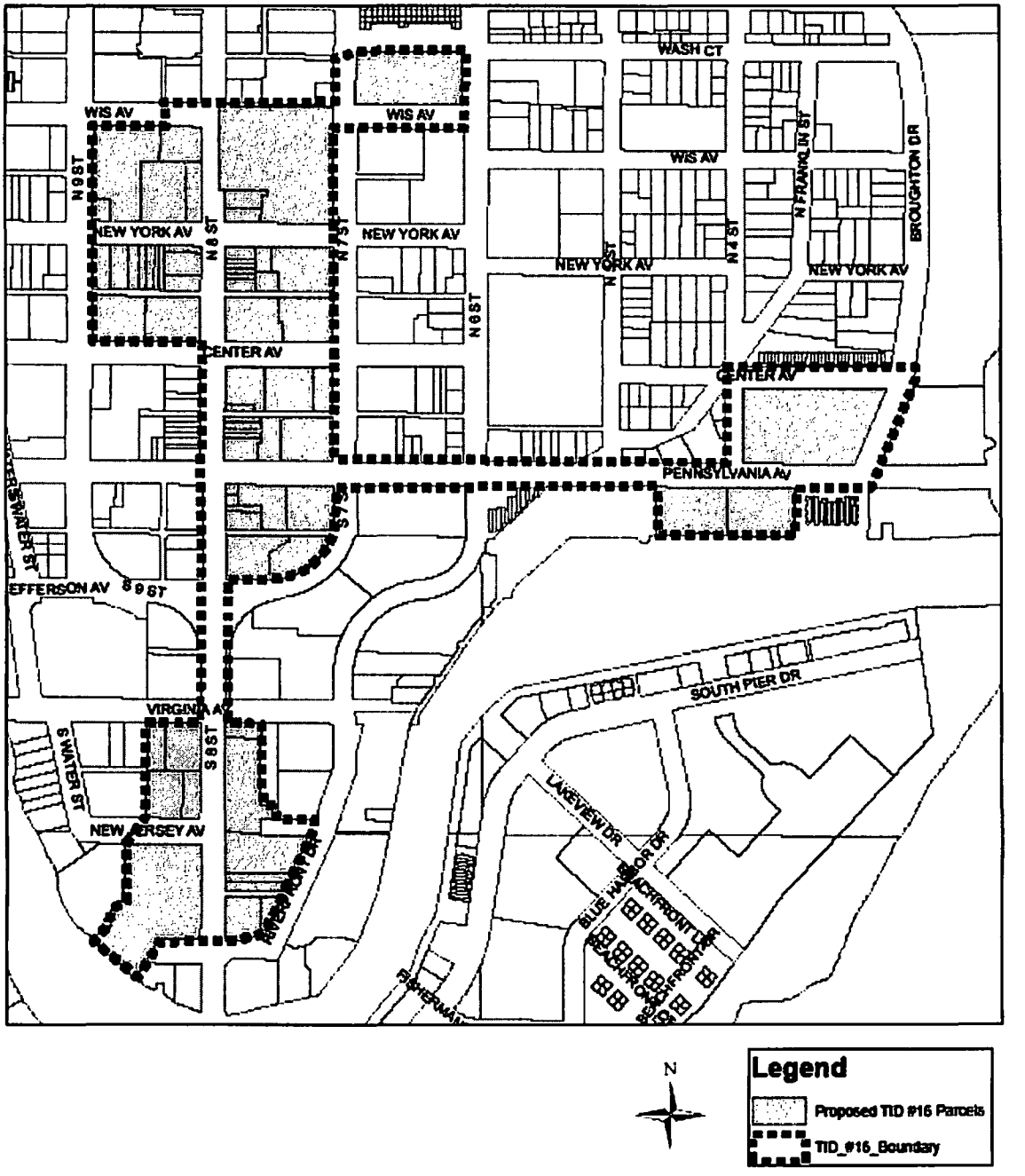
2015 Assessed Values

		Land Value	Improvements	Total Assessed Value
59281108031	828 Center Ave	$ -	$ -	$ -
59281108360	710 Pennsylvania Ave	-	-	-
59281112995		179,500	-	179,500
59281108235		13,000	1,300	14,300
59281110032	824 S 8th St	-	-	-
59281108041	604 N 8th St	178,100	1,349,600	1,527,700
59281112980	516 Broughton Dr	-	-	-
59281111190		189,900	-	189,900
59281109960	809 S 8th St	35,900	54,700	90,600
59281109970	813 S 8th St	33,600	90,500	124,100
59281109980	823 S 8th St	111,500	218,000	329,500
59281109990	828 Riverfront Dr	29,200	37,500	66,700
59281110440	636 Wisconsin Ave	379,300	2,982,100	3,361,400
59281109120		132,600	13,300	145,900
59281109130	729/731 Pennsylvania Ave	114,400	192,000	306,400
59281109140	733 Penn Ave/501 S 8th St	9,400	186,100	195,500
59281109150	505/505A/505B S 8th St	8,800	79,800	88,600
59281109160	507/507A S 8th St	15,600	76,000	91,600
59281109180	511/513/515 S 8th St	46,800	413,500	460,300
59281109200	531 S 8th St, 519 S 8th St	155,200	599,300	754,500
59281109210		-	-	-
59281109770		-	-	-
59281109840	701/703 S 8th St, 703 Virginia Ave	39,000	103,400	142,400
59281109860	729 S 8th St, 711 S 8th St, 713 New Jersey Ave, 804 Riverfront	342,800	257,200	600,000
59281108225		135,100	13,100	148,200
59281108230	723 Center Ave, 519 N 8th St	116,400	371,100	487,500
59281108250		15,600	-	15,600
59281108260	513 N 8th St	15,600	121,600	137,200
59281108270	511/511A N 8th St	11,700	95,700	107,400
59281108280	509 N 8th St	11,700	90,700	102,400
59281108300	501 N 8th St, 728 Penn Ave, 734A Penn	58,500	621,500	680,000
59281108310		-	-	-
59281107340	701/703 N 8th St, 726 New York Ave	40,600	464,800	505,400
59281107420		-	-	-
59281107430	703 N 9th St, 834 New York Ave	29,300	88,900	118,200
59281107440	710 N 8th St	-	-	-
59281107470		-	-	-
59281107920		38,200	-	38,200
59281107925		57,700	7,200	64,900
59281107950	632 N 8th St, 807 New York Ave	18,300	433,000	451,300
59281107960	813 New York Ave	16,900	46,800	63,700
59281107970	815 New York Ave	17,600	164,900	182,500
59281107980	817 New York Ave	24,100	230,400	254,500
59281107990	819/819A New York Ave	23,400	67,100	90,500
59281108000		-	-	-
59281108010		-	-	-
59281108020	833 New York Ave	-	-	-
59281108060		-	-	-
59281108100	723 New York Ave	31,400	159,600	191,000
59281108105	618 N 7th St	34,100	295,100	329,200
59281108110	631/633/629 N 8th St, 729 New York	26,700	345,800	372,500
59281108120	627/627A N 8th St	8,500	134,400	142,900
59281108130	625/625A N 8th St	13,700	186,700	200,400
59281108140	623 N 8th St	10,100	97,900	108,000
59281108150	621 N 8th St	12,700	104,500	117,200
59281108160	617/619 N 8th St	26,000	213,900	239,900
59281108170	605/607 N 8th St	180,100	3,379,100	3,559,200
59281108180		145,200	13,000	158,200
59281108210		53,900	6,000	59,900
59281107310	727 N 8th St	-	-	-
59281107330	709/707 N 8th St	49,000	264,000	313,000
59281109806	812 New Jersey Ave	-	-	-
	Total Real Estate	$ 3,236,700	$ 14,671,100	$ 17,907,800

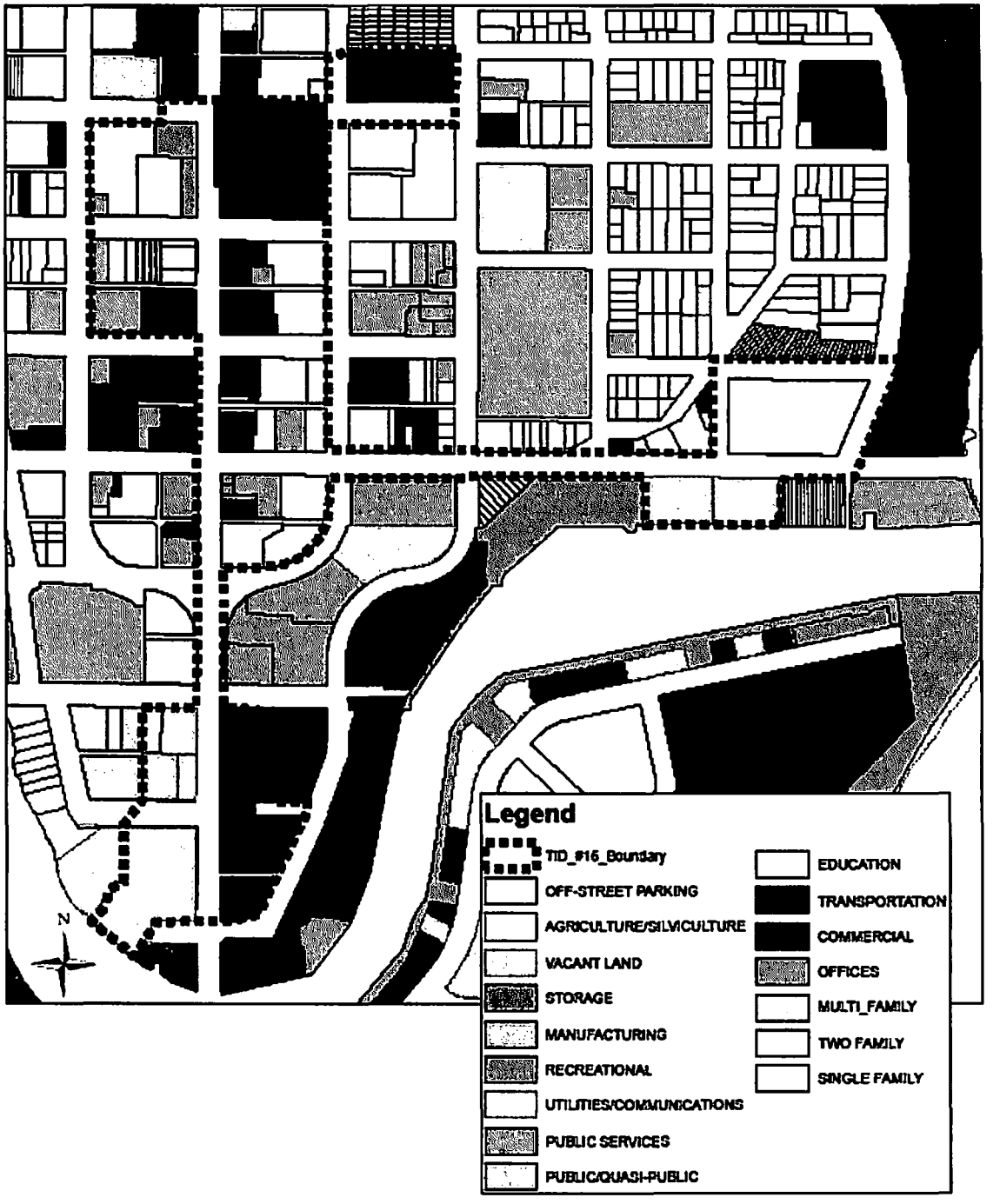
		Land Value	Improvements	Total Assessed Value
59281810482	604 N 8th St		187,460	187,460
59281830920	823 S 8th St		60,100	60,100
59281890753	828 Riverfront Dr		11,760	11,760
59281920372	636 Wisconsin Ave		136,090	136,090
59281905082	731 Pennsylvania Ave		190	190
59281865208	731 Pennsylvania Ave		5,650	5,650
59281855306	733 Pennsylvania Ave		30,650	30,650
59281810068	505 S 8th St		3,990	3,990
59281850515	507 S 8th St		8,960	8,960
59281905376	511 S 8th St		18,890	18,890
59281905375	515 S 8th St		16,460	16,460
59281905031	519 S 8th St		1,170	1,170
59281835200	531 S 8th St		7,080	7,080
59281860370	729 S 8th St		63,990	63,990
59281885046	723 Center Ave		137,710	137,710
59281845003	723 Center Ave		4,480	4,480
59281835106	513 N 8th St		1,900	1,900
59281870094	511 N 8th St		4,840	4,840
59281860500	509 N 8th St		8,100	8,100
59281810006	703 N 8th St		1,200	1,200
59281905065	703 N 8th St		15,100	15,100
59281920467	703 N 8th St		5,000	5,000
59281865075	703 N 8th St		800	800
59281800370	815 New York Ave		12,950	12,950
59281915280	815 New York Ave		2,240	2,240
59281830560	819 New York Ave		3,140	3,140
59281835237	618 N 7th St		4,540	4,540
59281905050	729 New York Ave		2,300	2,300
59281820342	627 N 8th St		7,530	7,530
59281905088	625 N 8th St		820	820
59281900769	623 N 8th St		21,820	21,820
59281890798	621 N 8th St		3,910	3,910
59281825581	617 N 8th St		9,550	9,550
59281890942	605 N 8th St		260	260
59281910202	605 N 8th St		309,270	309,270
59281920293	605 N 8th St		483,590	483,590
59281925112	605 N 8th St		40	40
59281935016	605 N 8th St		36,730	36,730
59281885424	607 N 8th St		54,500	54,500
59281900309	709 N 8th St		6,230	6,230
59281900225	707 N 8th St		6,680	6,680
	Total Personal Property	$ -	$ 1,697,670	$ 1,697,670
	Grand Total	**$ 3,236,700**	**$ 16,368,770**	**$ 19,605,470**

MAP 1

Proposed TID #16



Proposed TID #16 Land Use Map



ECONOMIC FEASIBILITY

The economic feasibility of TID #16 depends on the tax incremental revenue generated from within the District. There are three critical components in determining the economic feasibility of a TID: New development increases in property value, inflation driven increases in property value, and the change in the full value tax rate. In projecting the future increment and income generated by TID #16, assumptions were made for each of the above-mentioned critical components. These assumptions are identified below.

A. New Development Activities:

The TID is projected to realize $35,000,000 in new value over its anticipated 20 year life in mixed-use development.

City of Sheboygan TID #16

NUMBER	PROJECT	ESTIMATED VALUE	PROJECT YEAR
1	Boston Store Mixed Use	$11M	2016
2	Residential Development	$9.4M	2016
3	Mixed Use Development	$8M	2018
4	Mixed Use Development	$500K	2017
5	Residential Development	$2.5M	2019
6	Mixed Use Development	$3.5M	2022
	Total	$35,000,000	

B. Inflation Rate

Inflation is assumed to be 2.0% over the life of the District.

C. Full Value Tax Rate

The full value tax rate is assumed to be $26.98 per thousand in 2014 and remain constant through the life of the district.

PROJECTED INCOME

	Cumulative Value Increment	Inflation Increment	Development Construction	Development Construction Increment	Annual Value Increment	Tax Rate	Tax Increment Income
2017		-	20,400,000	-	-	0.02698	-
2018	20,400,000	418,000	500,000	20,400,000	20,400,000	0.02698	561,670
2019	20,900,000	578,000	8,000,000	500,000	918,000	0.02698	579,476
2020	28,900,000	628,000	2,500,000	8,000,000	8,578,000	0.02698	796,665
2021	31,400,000	628,000	-	2,500,000	3,128,000	0.02698	864,115
2022	31,400,000	628,000	-	-	628,000	0.02698	864,115
2023	31,400,000	698,000	3,500,000	-	628,000	0.02698	866,004
2024	34,900,000	698,000	-	3,500,000	4,198,000	0.02698	960,434
2025	34,900,000	698,000	-		698,000	0.02698	960,434
2026	34,900,000	698,000	-	-	698,000	0.02698	960,434
2027	34,900,000	698,000	-	-	698,000	0.02698	960,434
2028	34,900,000	698,000	-	-	698,000	0.02698	960,434
2029	34,900,000	698,000	-	-	698,000	0.02698	960,434
2030	34,900,000	698,000	-	-	698,000	0.02698	960,434
2031	34,900,000	698,000	-	-	698,000	0.02698	960,434
2032	34,900,000	698,000	-	-	698,000	0.02698	960,434
2033	34,900,000	698,000	-	-	698,000	0.02698	960,434
2034	34,900,000	698,000	-	-	698,000	0.02698	960,434
2035	34,900,000	698,000	-	-	698,000	0.02698	960,434
2036	34,900,000	698,000	-	-	698,000	0.02698	960,434
2037	34,900,000	698,000	-	-	698,000	0.02698	960,434
2038	34,900,000	698,000	-	-	698,000	0.02698	960,434
2039	34,900,000	698,000	-	-	698,000	0.02698	960,434
2040	34,900,000	698,000	-	-	698,000	0.02698	960,434
2041	34,900,000	698,000	-	-	698,000	0.02698	960,434
2042	34,900,000	698,000	-	-	698,000	0.02698	960,434
2043	34,900,000	698,000	-	-	698,000	0.02698	960,434
	Base Value - 2015 Assessed Value				$ 21,331,000		$ 23,740,725

Assumptions: 2% annual inflation of assessed values
Tax Increments determined using value increments from construction only
Analysis assumes the TIF expires at the end of the 27 year period (2043)

PROJECTED EXPENDITURES

	EXPENDITURES			
	PayGO Note	Projects	City Admin.	Total
2015	-	-		-
2016	1,500,000	1,705,000	50,000	3,255,000
2017		525,000	50,000	575,000
2018	1,000,000	1,195,000	50,000	2,245,000
2019		8,000,000	50,000	8,050,000
2020			50,000	50,000
2021			50,000	50,000
2022		525,000	50,000	575,000
2023		400,000	50,000	450,000
2024	1,000,000		50,000	1,050,000
2025			50,000	50,000
2026			50,000	50,000
2027			50,000	50,000
2028			50,000	50,000
2029			50,000	50,000
2030	1,500,000		50,000	1,550,000
2031			50,000	50,000
2032			50,000	50,000
2033			50,000	50,000
2034			50,000	50,000
2035	1,500,000		50,000	1,550,000
Total	6,500,000	12,350,000	1,000,000	19,850,000

Funding Sources: 2016 - Borrow $1,705,000
2017 - Advance to TIF $711,400 (includes interest payment)
2018 - Borrow $1,195,000
2019 - Borrow $8,000,000
2022 - Fund Balance $525,000
2023 - Fund Balance $400,000

CASH PROFORMA

	REVENUES		Total	EXPENSES		Total	Fund Balance Repay	Total Debt & Advances
	Increment	Advances	Revenues	Debt	Admin	Expenses	Advances	Repayments
2017	-	136,400	136,400	136,400	-	136,400		136,400
2018	561,670		561,670	333,843	50,000	383,843	177,827	561,670
2019	579,476		579,476	433,524	50,000	483,524	95,952	579,476
2020	796,665		796,665	1,068,975	50,000	1,118,975	(322,310)	796,665
2021	864,115		864,115	1,052,426	50,000	1,102,426	(238,311)	864,115
2022	864,115		864,115	1,035,877	50,000	1,085,877	(221,762)	864,115
2023	866,004		866,004	1,019,327	50,000	1,069,327	(203,323)	866,004
2024	960,434		960,434	1,102,779	50,000	1,152,779	(192,345)	960,434
2025	960,434		960,434	1,111,229	50,000	1,161,229	(200,795)	960,434
2026	960,434		960,434	994,680	50,000	1,044,680	(84,246)	960,434
2027	960,434		960,434	978,131	50,000	1,028,131	(67,697)	960,434
2028	960,434		960,434	961,582	50,000	1,011,582	(51,148)	960,434
2029	960,434		960,434	945,032	50,000	995,032	(34,598)	960,434
2030	960,434		960,434	1,078,484	50,000	1,128,484	(168,050)	960,434
2031	960,434		960,434	1,061,934	50,000	1,111,934	(151,500)	960,434
2032	960,434		960,434	1,045,385	50,000	1,095,385	(134,951)	960,434
2033	960,434		960,434	903,836	50,000	953,836	6,598	960,434
2034	960,434		960,434	887,287	50,000	937,287	23,147	960,434
2035	960,434		960,434	870,737	50,000	920,737	39,697	960,434
2036	960,434		960,434	854,187	50,000	904,187	56,247	960,434
2037	960,434		960,434	686,000	50,000	736,000	224,434	960,434
2038	960,434		960,434	674,000	50,000	724,000	236,434	960,434
2039	960,434		960,434	662,000	50,000	712,000	248,434	960,434
2040	960,434		960,434	250,000	50,000	300,000	660,434	960,434
2041	960,434		960,434	250,000	50,000	300,000	660,434	960,434
2042	960,434		960,434	250,000	50,000	300,000	660,434	960,434
2043	960,434		960,434	150,000	50,000	200,000	760,434	960,434
Total	$ 23,740,725	$ 136,400	$ 23,877,125	$ 20,797,655	$ 1,300,000	$ 22,097,655	$ 1,779,470	$ 23,877,125

VI. FINANCING

Under Wisconsin law there are several methods of borrowing, some of which apply against a municipality's debt limit, and others that do not apply against the limit. The state sets this limit at five percent (5%) of the municipality's total equalized property valuation. The feasibility of financing specific projects at any given time using a particular method can be determined based on the municipality's current fiscal situation, anticipated non-TIF related capital needs, the amount of money to be borrowed, interest rates, and lending terms.

Possible funding sources include:

Federal/State Grant and Loan Programs

The State and Federal Government often sponsor grant and loan programs that municipalities may potentially use to supplement TIF expenditures or provide financing for capital costs which positively impact the District. These programs include Wisconsin Community Development Block Grants, Transportation Economic Assistance Grants, and Economic Development Administration Grants. These programs require local match funding to insure State and Federal participation in the project.

General Obligation Bonding

General Obligation Bonds are a debt instrument backed by the full faith and credit of the municipality and its ability to raise revenue through taxation. In the case of default, the municipality is liable for repayment of the debt. As a result, this type of debt can often result in lower interest rates than regular General Obligation Borrowing.

Bonds Issued to Developers ("Pay as You Go" Financing)

The City may issue a bond to one or more developer to provide financing for projects included in this Plan. Repayment of the amounts due to the developer under the bonds are limited to an agreed percentage of the available annual tax increments collected that result from the improvements made by the developer. To the extent the tax increments collected are insufficient to make annual payments, or to repay the entire obligation over the life of the District, the City's obligation is limited to not more than the agreed percentage of the actual increments collected. Bonds issued to developers in this fashion are not general obligations of the City and therefore do not count against the City's borrowing capacity.

VII. PROPOSED ZONING CHANGES

The City of Sheboygan is zoned in accordance with an ordinance formally adopted by the Common Council. Based on the current zoning classifications within TID #16, zoning changes may be necessary to accommodate planned redevelopment opportunity as a result of creating TID #16.

VIII. PROPOSED CHANGES IN THE COMMUNITY DEVELOPMENT PLAN, MAP, BUILDING CODES AND ORDINANCES

The creation of TID #16 will not require any changes to the existing

community development plans or the City's municipal codes or ordinances. The projects proposed in the Project Plan are consistent with the development policies of the municipality, as well as existing building codes, maps, and ordinances. Expenditures in the District will follow the City's Harbor Centre Downtown Master Plan adopted in March 2014.

VIX. RELOCATION

Relocation activities are not anticipated pursuant to the creation of TID #16. In the event relocation or the acquisition of property by eminent domain becomes necessary at some time during the implementation period, the City will follow applicable state statutes as required by Wisconsin State Stats. Chapter 32.

X. STATEMENT INDICATING HOW CREATION OF THE TID PROMOTES THE ORDERLY DEVELOPMENT OF THE MUNICIPALITY

TID #16 will promote orderly development in the City of Sheboygan by marketing and attracting economic activity to a specified area. This allows the City greater control over economic activity in order to ensure that development and/or growth is orderly, harmonious with adjoining land uses, and enhances the health and welfare of the community.

XI. A LIST OF ESTIMATED NON-PROJECT COSTS

Non-project costs are public works projects that only partly benefit the District or are not eligible to be paid with tax increments, or costs not eligible to be paid with TIF funds. Examples would include:

1. A public improvement made within the District that also benefits property outside the District. That portion of the total project costs allocable to properties outside the District would be a non-project cost.
2. A public improvement made outside the District that only partially benefits property within the District. That portion of the total project costs allocable to properties outside of the District would be a non-project cost.
3. Projects undertaken within the District as part of the implementation of this Project Plan, the costs of which are paid fully or in part by impact fees, grants, special assessments or revenues other than tax increments.

The City does not expect to incur any non-project costs in the implementation of this Project Plan.

XII. LEGAL OPINION

An opinion from the City legal counsel regarding the Project Plan for TID #16 and its compliance with s. 66.1105 of Wisconsin Statutes is provided below.

APPENDIX

CALCULATION OF THE SHARE OF PROJECTED TAX INCREMENTS ESTIMATED TO BE PAID BY THE OWNERS OF PROPERTY IN THE OVERLYING TAXING JURISDICTIONS

Revenue Year	City 36.01%	County 20.99%	Sheboygan Area School 40.02%	Technical College 2.98%	Total
2017					-
2018	202,257	117,895	224,780	16,738	561,670
2019	208,669	121,632	231,906	17,268	579,476
2020	286,879	167,220	318,825	23,741	796,665
2021	311,168	181,378	345,819	25,751	864,115
2022	311,168	181,378	345,819	25,751	864,115
2023	311,848	181,774	346,575	25,807	866,004
2024	345,852	201,595	384,366	28,621	960,434
2025	345,852	201,595	384,366	28,621	960,434
2026	345,852	201,595	384,366	28,621	960,434
2027	345,852	201,595	384,366	28,621	960,434
2028	345,852	201,595	384,366	28,621	960,434
2029	345,852	201,595	384,366	28,621	960,434
2030	345,852	201,595	384,366	28,621	960,434
2031	345,852	201,595	384,366	28,621	960,434
2032	345,852	201,595	384,366	28,621	960,434
2033	345,852	201,595	384,366	28,621	960,434
2034	345,852	201,595	384,366	28,621	960,434
2035	345,852	201,595	384,366	28,621	960,434
2036	345,852	201,595	384,366	28,621	960,434
2037	345,852	201,595	384,366	28,621	960,434
2038	345,852	201,595	384,366	28,621	960,434
2039	345,852	201,595	384,366	28,621	960,434
2040	345,852	201,595	384,366	28,621	960,434
2041	345,852	201,595	384,366	28,621	960,434
2042	345,852	201,595	384,366	28,621	960,434
2043	345,852	201,595	384,366	28,621	960,434
	$ 8,549,035	$ 4,983,178	$ 9,501,038	$ 707,474	$ 23,740,725

Note: The projection shown above is provided to meet the requirements of Wisconsin Statute 66.1105(4)(i)4.

III

Res. No. ____ - 15 - 16. By Alderperson Belanger. July 20, 2015.

A RESOLUTION approving a Territory Amendment #1 to the Project Plan of Tax Incremental Financing District No. 6, City of Sheboygan, Wisconsin.

WHEREAS, pursuant to Sec. 66.46 Wisconsin Statutes (1991), on January 20, 1992, the City of Sheboygan created Tax Incremental Financing District No. 6 under Res No. 306-91-92.

WHEREAS, the City of Sheboygan Plan Commission and Common Council have reviewed and approved Territory Amendment #1 Project Plan, which outlined the following:

1. The subtraction of ten parcels from the District is reasonable and the subtraction of those ten parcels does not affect the plan or projects.

2. The original reasons and justifications for creating the TIF District as outlined in Res No. 306-91-92 remain valid.

3. No additional costs or projects are being proposed as result of this amendment.

WHEREAS, in accordance with the procedures specified in the Tax Increment Law, the Plan Commission, on July 14, 2015, held a public hearing concerning the proposed Territory Amendment #1 to the Project Plan, providing interested parties a reasonable opportunity to express their views thereon; and

WHEREAS, after said public hearing, the Plan Commission adopted, and subsequently recommended approval to the Common Council an amended Project Plan for the District; and

RESOLVED: That the City Clerk is hereby authorized and directed to apply to the Wisconsin Department of Revenue in such form as may be prescribed, for a "Determination of Tax Incremental Base", as of January 1, 2016, pursuant to the provisions of Section 66.1105(5)(b) of the Wisconsin Statutes.

BE IT FURTHER RESOLVED: The City Assessor is hereby authorized and directed to identify upon the assessment roll returned and examined under Section 70.45 of the Wisconsin Statutes, those parcels of property which are within the District, specifying thereon the name of said District, and

Jmarel

III

the City Clerk is hereby authorized and directed to make similar notations on the tax roll made under Section 70.65 of the Wisconsin Statutes, pursuant to Section 66.1105(5)(f) of the Wisconsin Statutes.

_____

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, WISCONSIN

Territory Amendment No. 1 to
Tax Incremental District No. 6

Joint Review Board Organizational Meeting Held: **July 14, 2015**

Public Hearing Held: **July 14, 2015**

Adopted by Plan Commission: **July 14, 2015**

Adopted by City Council: **August 3, 2015**

Anticipated to be Considered for Approval by Joint Review Board: **August 4, 2015**

August, 2015

Tax Incremental District No. 6
Territory Amendment #1

City of Sheboygan Officials

Common Council

Michael Vandersteen	Mayor
Donald Hammond	Council Member
John Belanger	Council Member
Darryl Carlson	Council Member
Todd Wolf	Council Member
Jodi Vander Weele	Council Member
Michael Damrow	Council Member
Job Hou-seye	Council Member
Mary Lynne Donohue	Council Member
Bill Thiel	Council Member
Julie Kath	Council Member
Mark Hermann	Council Member
Bryan Bitters	Council Member
Susan Lessard	Council Member
Joseph Heidemann	Council Member
James Bohren	Council Member

City Staff

James Amodeo	Chief Administrative Officer
Chad Pelishek	Dir. of Planning & Development
Steven Sokolowski	Manager of Planning & Zoning
Charles Adams	City Attorney
Susan Richards	City Clerk
Nancy Buss	Finance Director

Plan Commission

Michael Vandersteen, Chair
Ald. John Belanger
Marilyn Montemayor
Todd Wolf
Gerald Jones
Don Cvetan
Ryan Sazama, City Engineer
Chad Pelishek, Ex-officio

Joint Review Board

Michael Vandersteen, Chair	City Representative
Mark Boehlke	Sheb Area School District
Cindy Dross	Lakeshore Technical College
Mark Winkel	Sheboygan County
David Gass	Citizen Member

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EXECUTIVE SUMMARY

DESCRIPTION OF ORIGINAL DISTRICT AND PROPOSED TERRITORY AMENDMENT #1

- Original District Purpose - Tax Incremental District ("TID") No. 6 ("District") is an existing Rehabilitation district, which was created by a creation resolution of the City Council adopted on January 20, 1992.

- Original Project Plan Creation – Tax Incremental District No. 6 original project plan dated 12/1991 was adopted by the Common Council under Resolution No. 306-91-92.

- Additional Amendments -
  Amendment No. 1 was adopted by resolution on January 17, 1994 to address unforeseen conditions from the Ametek and Rockline Industries expansion projects.

  Amendment No. 2 was adopted by resolution on June 4, 2001 adding the C. Reiss Coal (currently South Pier) property and R-Way Furniture properties.

- **Purpose of this Amendment**

  The City proposes to remove specified parcels from the District whose inclusion will limit developer incentives to be provided as up-front cash and Pay Go scenarios on these parcels due to the TID expenditure period which ends on 12/31/2017. Subsequent to this territory amendment, the City will be creating TID 16 to include these parcels.

  A map, located in Section 3 of this plan, identifies the Territory to be removed and its geographic relationship to the existing District's boundaries.

SUMMARY OF FINDINGS

As required by s.66.1105 Wis. Stats., and as documented in this Territory Amendment and the exhibits contained and referenced herein, the following findings are made:

1. Not less than 50% by area of the real property within such district would meet at least one of the following criteria:

   a. Is a "blighted area";

   b. Based upon the findings, as stated above, and the original findings as stated in the Creation Resolution and Amendments, the District remains declared a rehabilitation district based on the identification and classification of the property included within the District.

   c. The project costs will not change as a result of this amendment.

   d. There are no additional improvements as a result of this amendment.

e. This Territory Amendment #1 Project Plan for the District is feasible, and is in conformity with the Comprehensive Plan of the City.

TYPE & GENERAL DESCRIPTION OF DISTRICT

Tax Incremental District No. 6 (the "District") was created under the authority provided by Wisconsin Statutes Section 66.1105 on January 20, 1992 by resolution of the Common Council. The District's valuation date, for purposes of establishing base value, was January 1, 1993.

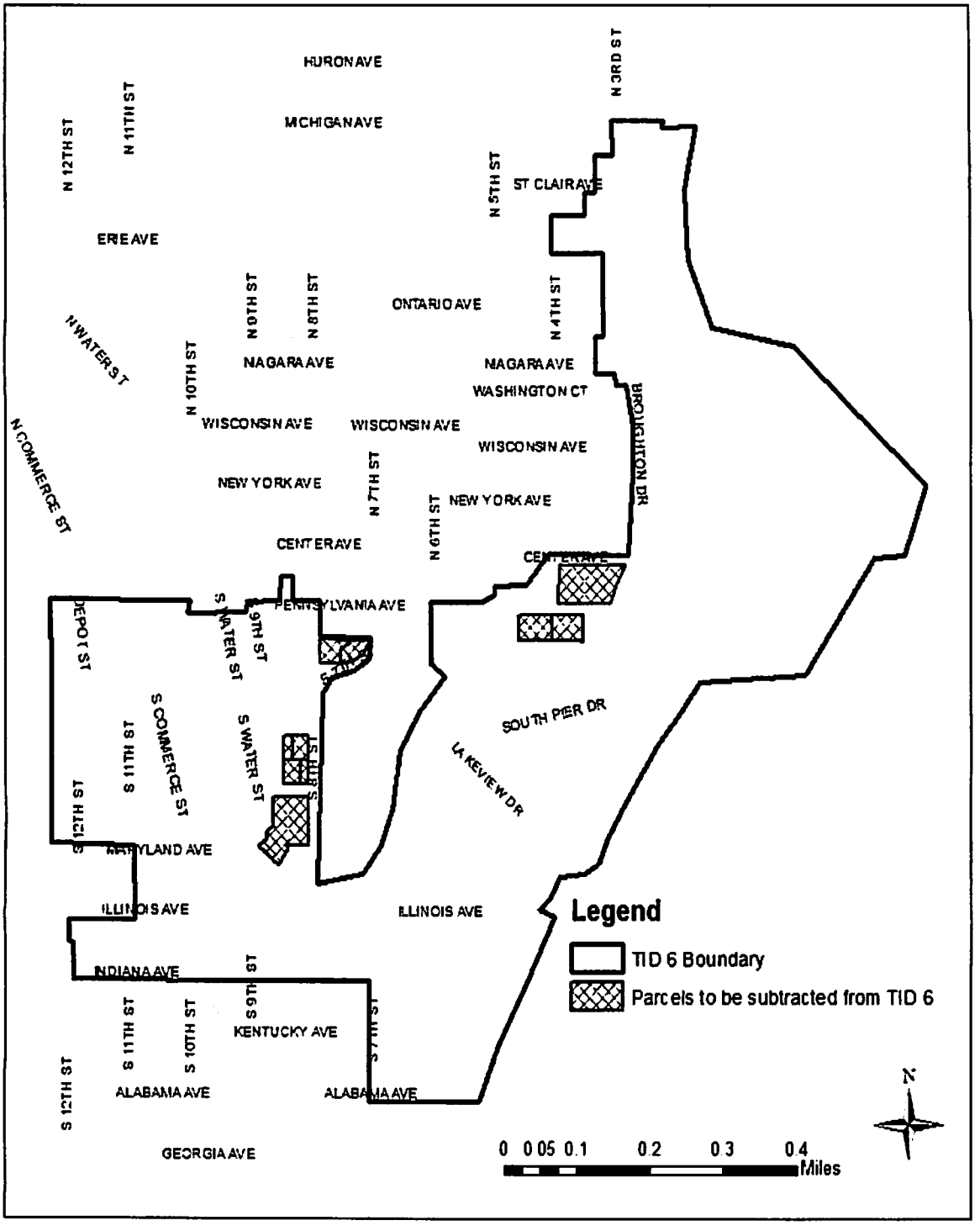
The existing District is a "Rehabilitation or Conservation District" created on a finding that at least 50%, by area, of the real property within the District was is in need of rehabilitation or conservation work, as defined in Section 66.1337(2m)(a). The District will remain in compliance with this finding after the subtraction of the Territory identified in this Amendment. In addition, the District will remain in compliance with the "vacant land test," which requires that property standing vacant for seven years immediately preceding adoption of the Creation Resolution for this District will not comprise more than 25% of the area in the District in compliance with Section 66.1105(4)(gm)1. of the Wisconsin State Statutes.

Wisconsin Statutes Section 66.1105(4)(h)2. provides authority for a City to amend the boundaries of an existing Tax Increment District for purposes of adding or subtracting territory up to a total of four times during the life of the District. The boundaries of TID No. 6 have not previously been amended. This Territory Amendment does not supersede or replace any component of the original Project Plan and previously approved amendments, unless specifically stated. All components of the original Project Plan and amendments remain in effect.

The City proposes to remove specified parcels from the District to facilitate new investment on primarily vacant/underutilized parcels. For the purposes of the analysis in this Territory Amendment, the subtracted parcels will lose all of their improvement and land value. The subtraction of the identified territory would have no effect on the anticipated closure date of year 2023. The net present value of the increment projected to occur by subtracting these parcels is $699,500 lower than the net present value of the increment projected to occur by leaving the territory in the District.

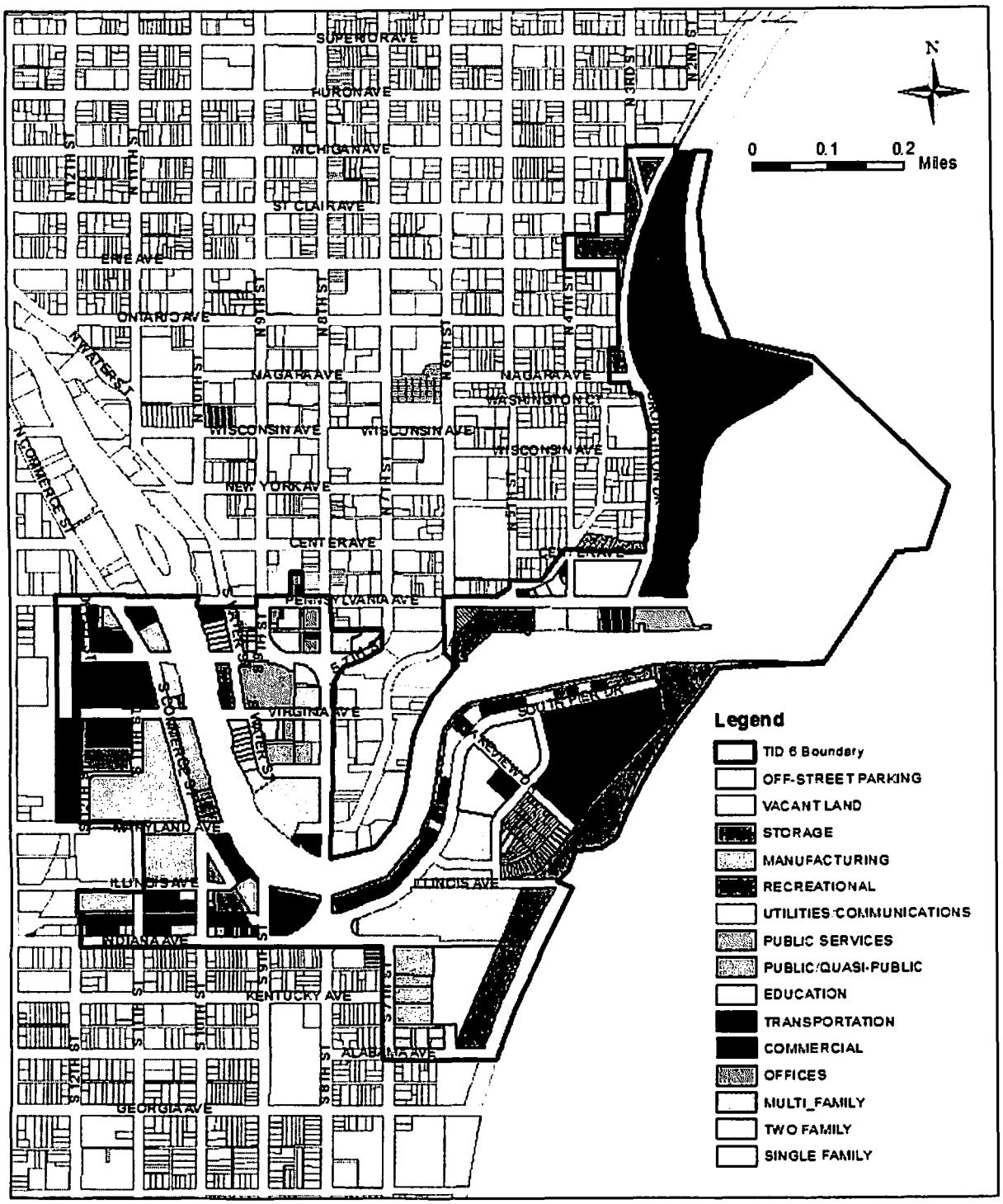
A map depicting the boundaries of the District is found in Section 3 of this Territory Amendment. Based upon the findings as stated above, and the original findings as stated in the creation resolution, the District remains a Rehabilitation District based on the identification and classification of the property included within the district.

MAP OF ORIGINAL DISTRICT BOUNDARY, WITH TERRITORY AMENDMENT AREA IDENTIFIED



MAP SHOWING EXISTING USES & CONDITIONS WITHIN THE TERRITORY REMAINING

Below is an updated existing conditions map from 2014 for the boundaries of the TID 6. The original existing uses and conditions map can be found in the Original Project Plan.



LIST OF PARCELS WITHIN THE TERRITORY TO BE SUBTRACTED FROM THE DISTRICT & ANALYSIS

Parcel ID	1992 Assessed Land	1992 Assessed Improv.	1992 Assessed Total	2015 Assessed Land	2015 Assessed Improv.	2015 Assessed Total	Lot Size
112995	37,200	0	37,200	179,500	0	179,500	37,443
110032	0	0	0	0	0	0	102,883
112980	0	0	0	0	0	0	107,862
111190	37,200	0	37,200	189,900	0	189,900	39,177
109200	31,500	109,200	140,700	155,200	599,300	754,500	23,865
109210	0	0	0	0	0	0	20,847
109770	9,500	900	10,400	0	0	0	9,541
109760	47,700	105,600	153,300	0	0	0	19,083
109810	23,900	21,700	45,600	0	0	0	9,541
109805	0	0	0	0	0	0	19,083

STATEMENT OF KIND, NUMBER AND LOCATION OF PROPOSED PUBLIC WORKS AND OTHER PROJECTS

The project costs will not change, nor are there any additional improvements as a result of this amendment. The statement of kind, number and location of proposed public works and other projects as documented in the Original Project Plan dated December 1991 and all amendments remain in effect.

MAP SHOWING PROPOSED IMPROVEMENTS AND USES WITHIN THE TERRITORY REMAINING

There will be no changes to the proposed improvements within the territory remaining or uses within the District as a result of this amendment. A copy of this map can be found in the Original Project Plan document dated December 1991.

DETAILED LIST OF ADDITIONAL PROJECT COSTS

The project costs will not change, nor are there any additional improvements as a result of this amendment. The statement of kind, number and location of proposed public works and other projects as documented in the Original Project Plan dated December 1991 and all amendments remain in effect.

ECONOMIC FEASIBILITY STUDY & A DESCRIPTION OF THE METHODS OF FINANCING AND THE TIME WHEN SUCH COSTS OR MONETARY OBLIGATIONS RELATED THERETO ARE TO BE INCURRED

The information and exhibits contained within this section, demonstrate that the District, as amended by this Territory Amendment, will remain economically feasible.

PLAN IMPLEMENTATION

As stated in the Original Project Plan, projects identified will provide the necessary anticipated governmental services and/or development incentives to the remaining district.

The order in which expenditures are made should be adjusted in accordance with development and execution of developer agreements, if any. The City reserves the right to alter the implementation of this plan to accomplish this objective.

IMPLEMENTATION & FINANCING TIMELINE

There are no proposed changes to the projects or projects costs identified in the Original Project Plan dated December 1991.

DEVELOPMENT ASSUMPTIONS

The table below projects declines in property value as of January 1, 2015 for the subtracted parcels. For the purposes of this analysis, the properties will lose all of their land and improvement value.

TID # 6 - Base Value - 1992 **$ 20,092,900**

Impact of Value Reduction

Valuation Year	Revenue Year	Total Equalized Valuation	Value Reduced	Valuation Increment	Tax Increment
2007	2008	$ 126,702,600		$ 106,609,700	$ 2,334,111
2008	2009	132,103,600		112,010,700	2,514,422
2009	2010	102,027,800		81,934,900	2,754,598
2010	2011	73,241,400		53,148,500	2,171,499
2011	2012	55,549,500		35,456,600	1,442,366
2012	2013	55,314,200		35,221,300	975,388
2013	2014	64,064,400		43,971,500	988,746
2014	2015	64,064,400		43,971,500	1,218,043
2015	2016	63,364,900	(699,500)	43,272,000	1,201,666
2016	2017	63,364,900	(699,500)	43,272,000	1,201,666
2017	2018	63,364,900	(699,500)	43,272,000	1,201,666
2018	2019	63,364,900	(699,500)	43,272,000	1,201,666
2019	2020	63,364,900	(699,500)	43,272,000	1,201,666
2020	2021	63,364,900	(699,500)	43,272,000	1,201,666
2021	2022	63,364,900	(699,500)	43,272,000	1,201,666
2022	2023	63,364,900	(699,500)	-	-

Appreciation Factor Years 2016-2022 0%

INCREMENT REVENUE PROJECTIONS

The table below projects the tax increment for the District if declines in property value as of January 1, 2015 for the subtracted parcels occurs. For the purposes of this analysis, the properties will lose all of their land and improvement value.

		|----------OTHER INCOME----------|					
Revenue Year	Tax Increment	Exempt Property	Interest Earnings	In Lieu of Tax	Transfers TID 11	Total Other	Change in Funds Applied	Total Revenue
2008	2,334,111	13,521	26,530	53,099		93,150	(766,012)	1,661,249
2009	2,514,422	11,846	29,975	37,777		79,598	(558,114)	2,035,906
2010	2,754,598	9,300	75,585	94,734		179,619	(1,041,026)	1,893,191
2011	2,171,499	6,986	44,062	72,661		123,709	(379,470)	1,915,738
2012	1,442,366	5,232	47,453	97,926		150,611	325,306	1,918,283
2013	975,388	10,830	11,580	231,445	336,777	590,632	276,315	1,842,335
2014	988,746	5,365	-	282,967	311,051	599,383	248,919	1,837,048
2015	1,218,043	5,365	-	282,967	316,051	604,383	(19,378)	1,803,048
2016	1,201,666	5,365	-	282,967	80,251	368,583	(3,001)	1,567,248
2017	1,201,666	5,365	-	282,967	27,051	315,383	(3,001)	1,514,048
2018	1,201,666	5,365	-	282,967	-	288,332	(4,500)	1,485,498
2019	1,201,666	5,365	-	282,967	-	288,332	(34,750)	1,455,248
2020	1,201,666	5,365	-	282,967	-	288,332	(91,350)	1,398,648
2021	1,201,666	5,365	-	282,967	-	288,332	(148,650)	1,341,348
2022	1,201,666	5,365	-	282,967	-	288,332	(286,629)	1,203,369
2023	-					-	44,969	44,969

INCREMENT DEBT

The table below projects the debt payments, interest on advances and administrative expenses of the District.

Revenue Year	Debt	Interest on Advances	Admin	Total Expenses
2008	1,646,672	14,577		1,661,249
2009	2,032,970	2,936		2,035,906
2010	1,889,862	1,292	2,037	1,893,191
2011	1,914,807	-	931	1,915,738
2012	1,914,796		3,487	1,918,283
2013	1,841,560		775	1,842,335
2014	1,836,898		150	1,837,048
2015	1,802,898		150	1,803,048
2016	1,567,098		150	1,567,248
2017	1,513,898		150	1,514,048
2018	1,485,348		150	1,485,498
2019	1,455,098		150	1,455,248
2020	1,398,498		150	1,398,648
2021	1,341,198		150	1,341,348
2022	1,203,219		150	1,203,369
2023	44,819		150	44,969

OUTSTANDING DEBT SCHEDULE

			Note 2001		Note 2002		Notes 2004B		Bonds 2006C		Bonds 2006D	
Year	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest
2008	50,000	1,875	50,000	7,542	125,000	24,612	125,000	23,650	30,000	174,037	300,000	475,750
2009			50,000	5,406	140,000	21,175	140,000	20,525	125,000	182,838	300,000	459,250
2010			75,000	3,280	175,000	16,975	150,000	17,025	140,000	167,450	250,000	442,750
2011					175,000	11,550	150,000	13,125	230,000	161,500	300,000	428,750
2012					175,000	5,863	150,000	9,000	225,000	151,725	350,000	411,950
2013							150,000	4,650	225,000	142,162	575,000	392,350
2014									325,000	132,600	650,000	360,150
2015									300,000	119,600	700,000	323,750
2016									350,000	107,600	700,000	284,550
2017									350,000	93,600	700,000	245,350
2018									375,000	79,600	700,000	205,800
2019									400,000	64,600	700,000	165,550
2020									400,000	48,600	700,000	124,950
2021									400,000	32,600	700,000	83,650
2022									400,000	16,400	700,000	42,000
2023												
	50,000	1,875	175,000	16,228	790,000	80,175	865,000	87,975	4,275,000	1,674,912	8,325,000	4,446,550

	Notes-2006B		Land Recycling		Land Recycling		State Trust Fund				
Year	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Total
2008		55,125	80,129	9,195	39,822		60,090	14,845	860,041	786,631	1,646,672
2009	300,000	85,294	80,129	8,596	39,822		62,835	12,100	1,237,786	795,184	2,032,970
2010	200,000	49,500	80,129	7,996	39,822		65,663	9,272	1,175,614	714,248	1,889,862
2011	200,000	42,000	80,129	7,996	39,822		68,617	6,317	1,243,568	671,238	1,914,807
2012	200,000	34,500	80,129	6,796	39,822	-	71,773	3,239	1,291,724	623,073	1,914,796
2013	200,000	26,250	80,129	6,197	39,822	-			1,269,951	571,609	1,841,560
2014	225,000	18,000	80,129	6,197	39,822	-			1,319,951	516,947	1,836,898
2015	225,000	9,000	80,129	5,597	39,822	-			1,344,951	457,947	1,802,898
2016			80,129	4,997	39,822	-			1,169,951	397,147	1,567,098
2017			80,129	4,997	39,822	-			1,169,951	343,947	1,513,898
2018			80,129	4,997	39,822	-			1,194,951	290,397	1,485,348
2019			80,129	4,997	39,822	-			1,219,951	235,147	1,455,098
2020			80,129	4,997	39,822	-			1,219,951	178,547	1,398,498
2021			80,129	4,997	39,822	-			1,219,951	121,247	1,341,198
2022			80,129	4,997	39,822	-			1,219,951	63,397	1,283,348
2023					39,822	4,997			39,822	4,997	44,819
	1,550,000	319,669	1,201,935	93,549	637,152	4,997	328,978	45,773	18,198,065	6,771,703	24,969,768

ESTIMATE OF REMAINING DISTRICT TO BE DEVOTED TO RETAIL BUSINESS

The City estimates that approximately 75%-100% of the territory within the District, as amended, will be devoted to retail business at the end of the District's maximum expenditure period. This finding is made to fulfill the reporting requirement as contained in Sections 66.1105(5)(b) and 66.1105(6)(am)1 of the Wisconsin Statutes.

PROPOSED CHANGES IN ZONING ORDINANCES

The City of Sheboygan does not anticipate the need to change any of its zoning ordinances in conjunction with the implementation of this Territory Amendment.

PROPOSED CHANGES IN MASTER PLAN, MAP, BUILDING CODES AND CITY OF SHEBOYGAN ORDINANCES

It is expected that this Territory Amendment will be complementary to the City's Master Plans. There are no proposed changes to the master plan, map, building codes or other City of Sheboygan's ordinances for the implementation of this Territory Amendment.

RELOCATION

Relocation is controlled by State Statutes Chapter 32 and implementing Administrative Codes. Those codes define the application of relocation laws and define "public project". The city will comply with Relocation Laws as they apply to property acquisitions.

No relocation is anticipated based on the subtraction of territory from this District.

ORDERLY DEVELOPMENT AND REDEVELOPMENT OF THE CITY OF SHEBOYGAN

Subtraction of territory from the District will have no impact on the viability of the Original District Project Plan as it relates to the orderly development and redevelopment of the City.

The Central Business District still remains a viable area to promote the development and redevelopment objectives identified in the Original Project Plan.

LIST OF ESTIMATED NON-PROJECT COSTS

The City does not expect to incur any non-Project Costs in the implementation of this Territory Amendment.

OPINION OF ATTORNEY FOR THE CITY OF SHEBOYGAN ADVISING WHETHER THE PLAN IS COMPLETE AND COMPLIES WITH WISCONSIN STATUTES, SECTION 66.1105

III

Res. No. _____ - 15 - 16. By Alderperson Hammond. July 20, 2015.

A RESOLUTION to authorize a transfer of appropriations in the 2015 Budget.

RESOLVED: That the Finance Director be and is hereby authorized and directed to make the following transfers of appropriations in the 2015 Budget for the purposes of:

Establish appropriation for City portion of Fiber Optic Network Intergovernmental Cooperative Agreement:

FROM	TO	AMOUNT
General Fund Contribution 10181700-811707	Information Technology Fund Communication Equipment 70717100-642300	$305,000
Information Technology Fund Unreserved Retained Earnings 707-272000	Information Technology Fund Communication Equipment 70717100-642300	$261,756
Wastewater Fund Contribution 60181700-811707	Information Technology Fund Communication Equipment 70717100-642300	$113,101
Transit Fund Contribution 65181700-811707	Information Technology Fund Communication Equipment 70717100-642300	$1,541

Finance

_____

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

III

4.4

Res. No. ____ - 15 - 16. By Alderperson Hammond. July 20, 2015.

A RESOLUTION authorizing the appropriate City officials to execute the Fiber Optic Network Intergovernmental Cooperative Agreement between the City of Sheboygan, Sheboygan County, and the Sheboygan Area School District.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Fiber Optic Network Intergovernmental Cooperative Agreement in form substantially similar to the attached.

_____

Finance

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

FIBER OPTIC NETWORK INTERGOVERNMENTAL COOPERATIVE AGREEMENT

1. PARTIES. The parties to this Agreement are the **CITY OF SHEBOYGAN** (City), a municipal corporation with offices at 828 Center Avenue, Sheboygan, Wisconsin 53081; **SHEBOYGAN COUNTY** (County), a Wisconsin governmental body corporate, organized pursuant to Wis. Stat. § 59.01, having its principal offices at 508 New York Avenue, Sheboygan, Wisconsin 53081; and the **SHEBOYGAN AREA SCHOOL DISTRICT** (District), a Wisconsin school district organized under Wis. Stat. § 117.105, having its principal offices at 830 Virginia Avenue, Sheboygan, Wisconsin 53081.

2. PURPOSE. City, County, and District have heretofore purchased and maintained independent cable network systems to support their respective operations. This Agreement is intended to establish a protocol under which the parties will construct, operate, and maintain a coordinated regional communications infrastructure in the form of the Network as defined below.

3. AUTHORITY. This Agreement is entered into between the parties pursuant to Wis. Stat. § 66.0301 authorizing intergovernmental cooperation.

4. DEFINITIONS. The following terms shall have the following meanings:

"Cables" means the fiber optic cables running through the Laterals.

"City Laterals" means the eight (8) Laterals other than the Lateral connecting with the Fire Department 5 site to be owned by the City and identified in Paragraph 2.03 of the RFB.

"City/District Lateral" means the Lateral connecting to the Jackson Elementary site identified with the District and to the Fire Station 5 site identified with the City in Paragraph 2.03 of the RFB.

"Construction Contract" means the contract as awarded by the County pursuant to the RFB.

"Contractor" means the general contractor hired to perform the Construction Contract.

"County Laterals" means the eight (8) Laterals to be owned by the County and identified in Paragraph 2.03 of the RFB.

"District Laterals" means the twenty-one Laterals other than the Lateral connecting with the Jackson Elementary site to be owned by the District and identified in Paragraph 2.03 of the RFB.

"Lateral" means a single one of the Laterals.

"Laterals" means the casing and Cables running from the Ring to facilities owned by the parties individually, as well as the casing and Cables owned or serving both the City and the District as described in Section 6.B.5 below.

"Maintenance Contract" means the contract or the individual contracts for the maintenance of the Network as described in Section 8 below.

"Maintenance Provider" means the contractor that provides the maintenance of the Network pursuant to the Maintenance Contract."

"Network" means the Ring, the Ring Cables and the Laterals and all associated equipment as an integrated system as well as the right to maintain the same on the real estate in and over which the Ring and Laterals run.

"Project" means the construction of the Ring and the Laterals as described in the RFB.

"RFB" means the Request for Bid document prepared by Multimedia Communications & Engineering, Inc. and released by the County on April 3, 2015, which is incorporated into this Agreement by this reference

"Ring" means the casing though which all of the parties' Cables run and those Cables, which are identifiable as separately owned through color coding and to which the Laterals connect.

"Ring Cables" means those Cables running through the Ring and all related equipment within the Ring.

"Shared Laterals" means the four Laterals to be owned jointly by the parties and identified in Paragraph 2.03 of the RFB.

5. EFFECTIVE DATE; TERM; TERMINATION.

A. Effective Date. This Agreement shall become effective on the last date of the required signatures at the end of this document.

B. Term. This Agreement shall remain in full force and effect until the earlier of August 1, 2065 or such time as the parties all agree to terminate it. This Agreement may be terminated as to an individual party upon an Event of Default as set forth in Section 16 below.

C. Withdrawal for Cause. A party may withdraw from this Agreement only in the event of an Event of Default by another of the parties, provided, however, that if the withdrawing party under this Section 1C is the County, the non-defaulting other party shall retain the easement rights for the use and access to the Ring sufficient for the non-defaulting other party to enjoy the rights contemplated by this Agreement.

6. THE CONSTRUCTION CONTRACT.

A. Award and Execution of Construction Contract. County shall review the bids received for the Project and shall share all qualifying bids with City and District within 3 days of County's bid openings to receive comment and input

from City and District. To the extent the bids contemplate alternate options or have generated alternate options, a majority of the parties shall determine which option will be accepted. With respect to the signing issues addressed in the alternate options, the parties shall use the three-inch (3") option. After the parties have determined which option is to be accepted, County shall award the bids to the lowest responsible bidder. The Construction Contract shall be on terms acceptable to all the parties and, at a minimum shall:

1. name the County as the municipal contracting party, but recognize the third party benefit of the Construction Contract to the City and District;

2. require the Contractor and all relevant subcontractors to work directly with the City and District separately and individually as to the City Laterals, the District Laterals and the City/District Laterals;

3. be on a fixed price or guaranteed maximum price basis;

4. require the Contractor to maintain separate records regarding the costs of the construction of the Ring, Ring Cables, and Shared Laterals, and the parties' separate Laterals.

5. require that the Contractor and every subcontractor that provides labor or materials to the Project shall provide the County a certificate of insurance demonstrating each the Contractor and each such subcontractor has provided liability and casualty insurance in such amounts as the County deems prudent, each policy naming the County, the City and the District as additional insureds and providing a notice period of at least 30 days to all named insureds before any such policy may be cancelled; and

6. include procedures for construction, payment and dispute resolution consistent with the terms of this Agreement.

County shall execute the Construction Contract and shall promptly provide copies of the same to the City and the District.

B. Administration of Construction Contract.

1. The Ring, Ring Cables, Shared Laterals, and Certain Network Matters. Except as otherwise set forth below, County shall administer the Construction Contract, including the Shared Laterals, on its own behalf and on behalf of the other parties, and shall supervise and communicate with the Contractor, ensuring that construction meets prevailing telecommunications industry standards, controlling the construction sites, making routine decisions regarding day-to-day project issues, accounting for

all payments made and received, processing all draw requests for the Project, including draw requests for all Lateral construction sites, and performing all other obligations of the owner under the Construction Contract. County shall coordinate with the City and the District regarding the timing and progress of the construction of the City and District Laterals. On behalf of the parties, County shall purchase the materials identified in Paragraph 7.01 of the RFB. Except with respect to certain Lateral construction costs affecting only the County, County may agree to any necessary change orders, including changing the cost of construction, provided change orders for which County has not obtained consent of a majority of the parties does not exceed in the aggregate $20,000. Any change orders in excess of $20,000 not previously approved by all the parties, may only be approved by a majority of the parties, unless the change requested is necessary to address an emergency situation, in which the County is unable to obtain permission in time to mitigate the potential for damage to persons or property.

The County shall promptly submit to the City and the District copies of all draw requests from the Contractor along with a detailed accounting of all costs to be reimbursed by such draw and all charges and payments made to the date of such draw, along with, if available, copies of lien waivers from the Contractor and all subcontractors and material suppliers for the Project. The City and the District shall have a period of ten days from receipt of the foregoing documents to advise the County of any dispute they may have with the draw request. In case of a dispute, each party shall remit the undisputed amount to the County for payment to the Contractor and the disputed amount shall be subject to the dispute resolution procedures set forth in the Construction Contract. The County and the disputing party shall cooperate with each other in the process of dispute resolution as provided for in the Construction Contract. To the extent the terms of the dispute resolution provisions of the Construction Contract require the losing party to pay the costs and fees of the prevailing party, the party or parties that disputed the draw request shall pay such costs and fees. If more than one party is an unsuccessful party in any such proceeding, those parties shall share liability for paying such costs and fees as determined by majority vote of the parties.

2. Administration of Construction of County Laterals and the Shared Laterals. County shall administer on its own behalf the construction of the County Laterals as well as the Shared Laterals and the associated construction quantities identified in Paragraph 6.03 of the RFB.

County shall supervise and communicate with the Contractor as to the County Laterals and the Shared Laterals, ensuring the construction meets prevailing telecommunications industry standards, controlling the construction sites, making routine decisions regarding day-to-day Project issues as they pertain to the County Laterals and the Shared Laterals. County shall ensure that its administration of construction of the County Laterals and the Shared Laterals is coordinated with and does not unduly delay construction of the Network, including the other parties' Laterals. County may agree, without the prior approval of the other parties, to any necessary change orders with respect to the County Laterals that do not increase the cost of construction any other part of the Network, but County shall not agree to an increase in the price of the construction of the Shared Laterals or to any material modification thereof without the prior written consent of a majority of the parties. Any change order that would increase the costs of construction of any other part of the Network shall be subject to the provisions of Section B.1. above.

3. **Administration of Construction of City Laterals.** City shall administer on its own behalf the construction of the City Laterals and the associated construction quantities identified in Paragraph 6.05 of the RFB. City shall supervise and communicate with the Contractor as to the City Laterals, ensuring the construction meets prevailing telecommunications industry standards, controlling the construction sites, making routine decisions regarding day-to-day Project issues as they pertain to the City Laterals. City shall ensure that its administration of construction of the City Laterals is coordinated with and does not unduly delay construction of the Network, including the other parties' Laterals. City may agree, without the prior approval of the other parties, to any necessary change orders with respect to the City Laterals that do not increase the cost of construction any other part of the Network. Any change order that would increase the costs of construction of any other part of the Network shall be subject to the provisions of Section B.1. above.

4. **Administration of Construction of District Laterals.** District shall administer on its own behalf the construction of the District Laterals and the associated construction quantities identified in Paragraph 6.04 of the RFB. District shall supervise and communicate with the Contractor, ensuring the construction meets prevailing telecommunications

industry standards, controlling the construction sites, making routine decisions regarding day-to-day Project issues as they pertain to the District Laterals. District shall ensure that its administration of construction of the District Laterals is coordinated with and does not unduly delay construction of the Network, including the other parties' Laterals. Without the prior approval of the other parties, District may agree to any necessary change orders with respect to the District Laterals that do not increase the cost of construction any other part of the Network. Any change order that would increase the costs of construction of any other part of the Network shall be subject to the provisions of Section B.1. above.

5. **Administration of the City/District Laterals.** City and District shall jointly administer on their own behalves the construction of the City/District Laterals, provided, they shall appoint one person to serve to supervise and communicate with the Contractor. Administration of the City/District Laterals shall be subject to the same provisions of Section 6.B.3 and 4 above and Section 9.B below.

6. **Designated Representatives.** Each party shall designate and provide authority to an individual to act as representative on its behalf with respect to the other parties and the Contractor to fulfill the obligations of this Agreement. Each representative shall be available at all reasonable times to meet or confer with the other representatives as may be necessary.

7. **Construction Costs**. The parties will share equally all costs incurred in the construction of the Ring, Ring Cables, and Shared Laterals. Each party shall be responsible for construction costs associated with construction of its Laterals, except that with respect to the City/District Laterals, the District shall be responsible for 75% of the costs and the City shall be responsible for 25% of the costs. Subject to the provisions of Section B.1. above, County shall pay the Contractor within the timetable provided in the Construction Contract and shall promptly notify the other parties of such payment. Within ten (10) days of County's proof of payment and demand for reimbursement, City and District shall reimburse County for their prorata share of the Ring, Ring Cable, and Shared Cable construction costs and all costs associated with the construction of their respective Laterals.

7. ROAD, EXCAVATION AND OBSTRUCTION PERMITS AND APPROVALS. The parties will cooperate with the Contractor and each other to provide any necessary excavation and obstruction permits or other approvals for work to be performed on or under

any of their respective roads and other property. The Contractor shall provide all required insurance and bonds, and shall abide by all required permit and technical standards, but the parties shall not impose any fees that would otherwise be required to obtain and maintain such permits or other approvals. Any permanent portion of the Network that is constructed on or under streets, roads, or other property owned by a party are there with the knowledge, consent, and license of the that party. For portions of work that lie within the various State Highways, County will provide all necessary Wisconsin Department of Transportation permits and approvals at County's expense, but the Contractor shall adhere to all required insurance and bonds and shall adhere to all required permit and technical standards.

8. MAINTENANCE SERVICES. After the Project is completed, County shall be deemed the "lead agency" responsible for the day-to-day administration of the Ring, the Ring Cables and its own Laterals, provided, however, if a Maintenance Contract of the Ring, Ring Cables and all the Laterals would cost less than separate Maintenance Contracts for the separate parties' Laterals, County shall enter into a Maintenance Contract for the Ring, the Ring Cables and all Laterals. County may assess to each of the City and the District an administrative fee equal to one-tenth of the savings realized because all the maintenance services are being provided under a single Maintenance Contract through County. If no cost savings can be realized through a single Maintenance Contract with the County, each of the parties shall enter into a separate Maintenance Contract with the Maintenance Provider. The parties shall abide by their standard procedures regarding contracts for the procurement of services in soliciting and entering into a Maintenance Contract, but, in any case, there shall be only one Maintenance Provider for the Network. The designated representatives of the parties shall meet and confer on day-to-day administrative issues on an as-needed basis upon the call of any other representatives. County may exercise its discretion in making day-to-day decisions regarding maintenance of the Ring, Ring Cables, and Shared Laterals unless such decisions are objected to by both other parties. County shall take affirmative efforts to inform the other parties of the actions it intends to take on administrative issues in order to allow the other parties a meaningful opportunity to object. Any Maintenance Contract covering the Ring, Ring Cables and all the Laterals shall contain a provision requiring separate accounting for maintenance of the Ring and the parties' separate Laterals.

9. ONGOING OPERATIONAL AND MAINTENANCE COSTS.

A. Ring, Ring Cable, and Shared Lateral Costs. The ongoing operational servicing and maintenance costs with respect to the Ring, Ring Cables, and Shared Laterals shall be borne equally by the parties. As part of its obligations as "lead agency" for the Ring, Ring Cables, and Shared Laterals, County may

commit to up to Five Hundred Dollars ($500.00) of charges and costs without the approval of the other parties.

B. Lateral Costs. Each party shall be responsible for maintenance costs attributable to its Laterals, except the District shall pay 75% the costs of maintaining the City/District Laterals and the City shall pay 25% of those costs.

C. License and Subscription Fees. If the parties incur periodic subscription, utility or license fees attributable to the Ring, such fees shall be borne equally by the parties. To the extent that the fees can be isolated to the individual party's use or are attributable to the individual party's Laterals, those fees shall be borne by that individual party.

D. Capital Expenses. Any expenses in excess of Five Hundred Dollars ($500.00) for the Ring or Ring Cables must be approved by two-thirds (2/3) of the parties.

10. ADDITIONAL LATERALS TO PARTIES. At its own cost and expense and without consent of the other parties, any party may add Lateral Cables as long as doing so does not adversely affect the costs of operation to any other party or the capacity or performance of the Network to the detriment of the other parties.

11. EXPANSION OF RING BY PARTIES. No addition of Ring Cables to increase or enhance the capacity or performance of the Network may be undertaken unless two-thirds (2/3) of the parties approve of such expansion. Any expenses of expansion will be borne equally by all parties regardless of whether the party approved of the expansion.

12. PROVISION OF SERVICES TO THIRD PARTIES. The Ring and any services it provides may be offered to third parties on such terms and conditions as all parties unanimously may agree and as may be allowed by law.

13. ADDITION OF NEW PARTIES. Any proposed new parties shall execute a joinder agreement in form acceptable to the existing parties, by which the new parties will agree to be become parties under this Agreement and be bound by all of its terms.

14. SECURITY. Each party shall be responsible to assure appropriate security protocols are developed and followed to protect the Network from unauthorized access, data backup to protect from catastrophic loss, etc. The parties shall be responsible for strict compliance with all such protocols.

15. TITLE TO PROPERTY. Legal title to the Ring and the property through which the Ring traverses shall be in the name of County or third parties who have granted easement or similar rights to the County, which easements shall name the City and District as beneficiaries of the easement rights and shall survive termination; provided, County hereby grants to each of City and District separate, non-exclusive licenses to use the Ring

for the purposes set forth in the RFB and as may develop in the future for as long as each of them desires to use the Network. The parties shall each own their Ring Cables and their Laterals. If this Agreement is terminated, any property rights related to hardware or other tangible or intangible assets acquired under this Agreement and any ongoing maintenance shall accrue to the party that paid for it.

16. DEFAULT AND REMEDIES. A party shall be in default if it fails to perform any of its obligations under this Agreement, and such failure continues for a period of ninety (90) days after notice from the other party. In such case, the other parties may declare this Agreement to be terminated immediately as to the defaulting party, sue for damages, or pursue any other remedy at law or in equity, all remedies being cumulative, subject, however, to the same damage limitations set forth in Section 17 below. No declaration of default shall be effective unless it is issued or signed by both of the non-defaulting parties. The foregoing notwithstanding, a three day cure period shall be afforded for any default for a failure to maintain required insurance under paragraph 21 below.

17. INDEMNIFICATION. Each party shall protect, indemnify, and hold harmless the other parties and their respective officers, officials, employees, and agents from and against all actions, claims, costs, damages, demands, expenses, judgments, liabilities, losses, suits, and attorney's fees resulting from the negligence or fault of the indemnifying party's officers, officials, employees and agents arising out of, resulting from or in any manner connected with the indemnifying party's performance or nonperformance of this Agreement, subject, however that under no circumstances, shall the indemnifying party be liable: (a) to extent of the negligent or intentional acts or breach of contract of the other parties; or (b) for any incidental, consequential, indirect, exemplary or punitive damages or any damages for which any party would not be liable for by reason of the immunity and damage limitations set forth in s.893.80, 895.52, and 345.05.of the Wisconsin Statutes.

18. RESOLUTION OF DISPUTES; CHOICE OF LAW; VENUE. In case of a dispute between or among parties, each party shall continue without delay to carry out all of its responsibilities under this Agreement in the accomplishment of all non-disputed work. The laws of the State of Wisconsin shall govern this Agreement. Any litigation between the parties shall be venued in the Circuit Court of Sheboygan County.

19. LIABILITY FOR CERTAIN DAMAGES. No party shall be liable to the others for any incidental, consequential, indirect, or special damages arising or resulting from any delay, omission, or error in the electronic transmission or receipt of any data pursuant to this Agreement. No party shall be liable to the other for any failure to perform its obligations where such failure results from any cause beyond that party's reasonable control, including, by way of illustration but no limitation, mechanical, electronic, or communications failure or

degradation including line noise interference. All parties retain all applicable governmental immunities, defenses, and statutory limitations available, including Wis. Stat. §§ 893.80, 895.52, and 345.05.

20. INSURANCE. County shall maintain all applicable property and liability insurance on the Ring and as the parties may agree by majority vote. The other parties shall each reimburse County for one-third (1/3) of the premium expenses attributable to the placement of coverage on the Ring. Each party shall be individually responsible for obtaining insurance on its Ring Cables and its own Laterals. Each party shall name the other parties as additional insureds on its liability and casualty policies of insurance as to liability and casualty in regard to the Ring.

21. SEVERABILITY. If any provision in this Agreement is determined to be void and unenforceable for any reason, the remaining provisions shall remain in full force and effect unless the removal of the severed provision would substantially impair the ability of either party to perform the essential purpose of this Agreement.

22. NOTICES. Any notices required or permitted hereunder shall be given in writing and shall be delivered (a) in person, with proof of service (b) by certified mail, postage prepaid, return receipt requested, (c) by registered mail, postage prepaid, with evidence of safe delivery from the U.S. Postal Service or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be addressed as follows:

FOR THE COUNTY:
Attn: County Administrator
508 New York Avenue
Sheboygan, WI 53081

FOR THE CITY:
Attn: Mayor
828 Center Avenue, Suite 204
Sheboygan, WI 53081

FOR THE DISTRICT:
Sheboygan Area School District
Attention: Superintendent
830 Virginia Avenue
Sheboygan, WI 53081

or to such other address as either party may from time to time specify in writing to the other party. Any notice shall be effective only upon delivery. The foregoing addresses shall be presumed to be valid until notice of a different address for notice is given according to the provisions of his paragraph.

23. ASSIGNMENT. No party may assign any of their rights or obligations under this Agreement in whole or part without the prior written consent of the other parties, which may be withheld in any party's sole discretion.

24. INTERPRETATION. This Agreement shall not be subject to the rule of interpretation construing ambiguities against the drafter, this Agreement being the product of the negotiation and drafting by attorneys for all the parties.

25. HEADINGS. Headings in this Agreement are for reference only and are not to be considered substantial provisions.

26. AUTHORIZATION. Each person signing this Agreement represents and warrants to the other party that he/she has been duly authorized by all necessary action to execute and deliver this Agreement and bind the party for which they purport to sign to the terms of this Agreement.

27. COUNTERPARTS AND SIGNATURES. This Agreement may be signed in counterparts. Facsimile and electronic signatures shall have the same effect as original signatures.

28. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding between the parties relating to their relationship and supersedes all prior understandings, oral agreements, negotiations, representations, and agreements relating to the same subject matter.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Fiber Optic Network Intergovernmental Cooperation Agreement as of the last date set forth below.

CITY OF SHEBOYGAN

By:_____ _____
Authorized Representative Date Signed

By:_____ _____
Authorized Representative Date Signed

SHEBOYGAN COUNTY

By:_____ _____
Authorized Representative Date Signed

By:_____ _____
Authorized Representative Date Signed

SHEBOYGAN AREA SCHOOL DISTRICT

By:_____ _____
Authorized Representative Date Signed

By:_____ _____
Authorized Representative Date Signed

VIII

5.1

R. C. No. ____ - 15 - 16. By FINANCE. July 20, 2015.

Your Committee to whom was referred Res. No. 49-15-16 by Alderperson Hammond awarding the Sale of $4,310,000 General Obligation Promissory Notes; recommends that the Resolution be passed.

Ac & Ad
Res pass.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

5.7

Res. No. 49 - 15 - 16. By Alderperson Hammond. July 6, 2015.

A RESOLUTION AWARDING THE SALE OF $4,310,000 GENERAL OBLIGATION PROMISSORY NOTES.

WHEREAS, pursuant to a resolution adopted on June 15, 2015 (the "Set Sale Resolution") the Common Council of the City of Sheboygan, Sheboygan County, Wisconsin (the "City") has heretofore found and determined that it is necessary, desirable and in the best interest of the City to raise funds for public purposes, including paying the cost of various construction, improvement and acquisition projects set forth in the City's 2015 Capital Improvement Plans, including the acquisition of mobile radio replacement, technology upgrades, sirens, and motor vehicles, street improvements and storm sewer beach outfalls (collectively, the "Project"), and refunding obligations of the City, to wit: the 2016 maturity of the General Obligation Promissory Notes, Series 2007A, dated April 15, 2007 and the 2016 and 2017 maturities of the General Obligation Promissory Notes, dated May 15, 2008 (collectively, the "Refunded Obligations") (hereinafter the refinancing of the Refunded Obligations shall be referred to as the "Refunding");

WHEREAS, cities are authorized by the provisions of Section 67.12(12), Wisconsin Statutes, to borrow money and issue general obligation promissory notes for such public purposes and to refinance their outstanding obligations;

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

WHEREAS, WPFP, in consultation with the officials of the City, prepared an Official Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the details of and the bid requirements for the Notes and indicating that the Notes would be offered for public sale on July 20, 2015;

WHEREAS, the City Clerk (in consultation with WPFP) caused a form of notice of the sale to be published and/or announced and caused the Official Notice of Sale to be distributed to potential bidders offering the Notes for public sale on July 20, 2015;

Finance

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

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

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

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

Section 1B. Authorization and Award of the Notes. For the purpose of paying the cost of the Project and the Refunding, there shall be borrowed pursuant to Section 67.12(12), Wisconsin Statutes, the principal sum of FOUR MILLION THREE HUNDRED TEN THOUSAND DOLLARS ($4,310,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal of the Purchaser offering to purchase the Notes for the sum set forth on the Proposal, plus accrued interest to the date of delivery, resulting in a true interest cost as set forth on the Proposal is hereby accepted. The Mayor and City Clerk or other appropriate officers of the City are authorized and directed to execute an acceptance of the Proposal on behalf of the City. The good faith deposit of the Purchaser shall be retained by the City Treasurer and applied in accordance with the Official Notice of Sale, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Notes shall bear interest at the rates set forth on the Proposal.

Section 2. Terms of the Notes. The Notes shall be designated "General Obligation Promissory Notes"; shall be issued in the aggregate principal amount of $4,310,000; shall be dated August 4, 2015; shall be in the denomination of $5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on October 1 of each year, in the years and principal amounts as set forth on the Proposal. Interest shall be payable semi-annually on

April 1 and October 1 of each year commencing on April 1, 2016. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Notes is set forth on the Debt Service Schedule attached hereto as Exhibit D and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Notes maturing on October 1, 2023 and thereafter shall be subject to redemption prior to maturity, at the option of the City, on October 1, 2022 or on any date thereafter. Said Notes shall be redeemable as a whole or in part, and if in part, from maturities selected by the City and within each maturity, by lot, at the principal amount thereof, plus accrued interest to the date of redemption. If the Proposal specifies that any of the Notes are subject to mandatory redemption, the terms of such mandatory redemption are set forth on an attachment hereto as Exhibit MRP and incorporated herein by this reference. Upon the optional redemption of any of the Notes subject to mandatory redemption, the principal amount of such Notes so redeemed shall be credited against the mandatory redemption payments established in Exhibit MRP for such Notes in such manner as the City shall direct.

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

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2015 through 2023 for the payments due in the years 2016 through 2024 in the amounts set forth on the Schedule.

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

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

Section 6. Segregated Debt Service Fund Account.

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

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for $4,310,000 General Obligation Promissory Notes, dated August 4, 2015" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. The City Treasurer shall deposit in the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Notes; (ii) any premium not used for the Refunding which may be received by the City above the par value of the Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Notes when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

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

Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

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

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

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

Section 9. Compliance with Federal Tax Laws. (a) The City represents and covenants that the projects financed by the Notes and by the Refunded Obligations and the ownership, management and use of the projects will not cause the Notes or the Refunded Obligations to be "private activity bonds" within the meaning of Section 141 of the Code. The City further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Notes including, if applicable, the rebate requirements of Section 148(f) of the Code. The City further covenants that it will not take any action, omit to take any action or permit the taking or omission

of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Notes) if taking, permitting or omitting to take such action would cause any of the Notes to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Notes to be included in the gross income of the recipients thereof for federal income tax purposes. The City Clerk or other officer of the City charged with the responsibility of issuing the Notes shall provide an appropriate certificate of the City certifying that the City can and covenanting that it will comply with the provisions of the Code and Regulations.

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

Section 10. Designation as Qualified Tax-Exempt Obligations. The Notes are hereby designated as "qualified tax-exempt obligations" for purposes of Section 265 of the Code, relating to the ability of financial institutions to deduct from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.

Section 11. Execution of the Notes; Closing; Professional Services. The Notes shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and

contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

Section 12. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by the City Clerk or City Treasurer (the "Fiscal Agent").

Section 13. Persons Treated as Owners; Transfer of Notes. The City shall cause books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

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

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

Section 14. Record Date. The fifteenth day of each calendar month next preceding each interest payment date shall be the record date for the Notes (the "Record Date"). Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes as they appear on the registration book of the City at the close of business on the Record Date.

Section 15. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations previously executed on behalf of the City and on file in the City Clerk's office.

Section 16. Official Statement. The Common Council hereby approves the Preliminary Official Statement with respect to the Notes and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or Final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or Final Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or Final Official Statement to be distributed to the Purchaser.

Section 17. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Notes, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Notes or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Notes).

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

Section 18. Redemption of the Refunded Obligations. The Refunded Obligations are hereby called for prior payment and redemption on October 1, 2015 at a price of par plus accrued interest to the date of redemption.

The City hereby directs the City Clerk to work with WPFP to cause timely notice of redemption, in substantially the forms attached hereto as Exhibit F-1 and F-2 and incorporated herein by this reference (the "Notices"), to be provided at the times, to the parties and in the manner set forth on the Notices.

Section 19. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

Section 20. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Notes, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Note proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Notes by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Note provided herein.

Section 21. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the 20th day of July, 2015.

Dated July _____, 2015. _____, City Clerk

Approved July _____, 2015. _____, Mayor

EXHIBIT A

Official Notice of Sale

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

(See Attached)

OFFICIAL NOTICE OF SALE

City Of Sheboygan
Sheboygan County, Wisconsin

$4,310,000 General Obligation Promissory Notes
(Bank Qualified)

Dated August 4, 2015

Date and Time: SEALED BIDS will be received by the City of Sheboygan, Sheboygan County, Wisconsin, for all but no part of its $4,310,000 General Obligation Promissory Notes the ("Notes"), in the office of the City's Financial Advisor, Wisconsin Public Finance Professionals, LLC, 1020 North Broadway, Suite G-9, Milwaukee, Wisconsin 53202 until

10:30 A.M. (Central Time) on July 20, 2015

at which time the bids will be publicly opened and read. The bids should be directed to the City Clerk and plainly marked "Bid for Notes". Bids may be delivered to WPFP, at the address set forth above; telephoned to WPFP at (414) 434-9644; faxed to WPFP at (414) 226-2014; or submitted electronically via PARITY. Bids must be submitted via one of these methods described herein and received prior to the time established for bid opening. The time as maintained by PARITY shall constitute the official time. Neither the City nor WPFP shall be responsible for any failure to receive a facsimile submission. A meeting of the Common Council will be held on said date for the purpose of taking action on such bids as may be received. Unless all bids are rejected, the award will be made to the bidder offering the lowest true interest cost ("TIC") to the City.

Terms: The Notes will be dated August 4, 2015, issued as fully registered notes in denominations of $5,000 each, or any integral multiple thereof, and will mature serially on October 1 as follows:

Year	Principal Amount*	Year	Principal Amount*
2016	$1,100,000	2021	$350,000
2017	800,000	2022	350,000
2018	310,000	2023	375,000
2019	325,000	2024	375,000
2020	325,000		

*The City reserves the right to increase or decrease the amount of any individual maturity of the Notes in increments of $5,000 on the day of sale. If individual maturities are increased or decreased, the purchase price proposed will be adjusted to maintain the same gross spread per $1,000.

Interest is payable commencing on April 1, 2016 and semi-annually thereafter on October 1 and April 1 of each year calculated based on 360 day year of twelve 30-day months.

The Notes maturing on October 1, 2023 and 2024 shall be subject to redemption prior to maturity, at the option of the City, on October 1, 2022 or on any date thereafter, in whole or in part, from maturities selected by the City and within each maturity by lot at par, plus accrued interest to the date of redemption.

Undertaking to Provide Continuing Disclosure: In order to assist bidders in complying with S.E.C. Rule 15c2-12(b)(5), the City will undertake, pursuant to the Note Resolution and a Continuing Disclosure Certificate, to provide annual reports and notices of certain events. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the Final Official Statement. See the section entitled "Continuing Disclosure" in the Preliminary Official Statement for a description of the City's compliance with any undertaking previously entered into by it pursuant to the Rule.

Registration: The Notes will be issued as fully-registered notes without coupons and, when issued, will be registered only in the name of Cede & Co. as nominee for The Depository Trust Company, New York, New York ("DTC"). DTC will act as securities depository of the Notes. A single note certificate for each maturity will be issued to DTC and immobilized in its custody. Individual purchases may be made in book-entry form only pursuant to the rules and procedures established between DTC and its participants, in the principal amount of $5,000 and integral multiples thereof. Individual purchasers will not receive certificates evidencing their ownership of the Notes purchased. The successful bidder shall be required to deposit the note certificates with DTC as a condition to delivery of the Notes. The City will make payments of principal and interest on the Notes on the dates set forth above, to DTC or its nominee as registered owner of the Notes in same-day funds. Transfer of said payments to participants of DTC will be the responsibility of DTC; transfer of said payments to Beneficial Owners by DTC participants will be the responsibility of such participants and other nominees of Beneficial Owners all as required by DTC rules and procedures. No assurance can be given by the City that DTC, its participants and other nominees of Beneficial Owners will make prompt transfer of the payments as required by DTC rules and procedures. The City assumes no liability for failures of DTC, its participants or other nominees to promptly transfer said payments to Beneficial Owners of the Notes.

In the event that the securities depository relationship with DTC for the Notes is terminated and the Common Council does not appoint a successor depository, the Common Council will prepare, authenticate and deliver, at its expense, fully-registered certificate notes in the denomination of $5,000 or any integral multiple thereof in the aggregate principal amount of Notes of the same interest rate or rates then outstanding to the Beneficial Owners of the Notes.

Security and Purpose: The Notes are general obligations of the City. The principal of and interest on the Notes will be payable from ad valorem taxes, which may be levied without limitation as to rate or amount upon all of the taxable property located in the City. The Notes shall be issued for the purpose of paying the cost of various construction, improvement and acquisition projects set forth in the City's 2015 Capital Improvement Plans, including the acquisition of mobile radio replacement, technology upgrades, sirens, and motor vehicles, street improvements and storm sewer beach outfalls; and refunding the General Obligation Promissory Notes, Series 2007A, dated April 15, 2007 and the General Obligation Promissory Notes, dated May 15, 2008.

Bond Rating: The City has applied for a rating on the Notes from Moody's Investors Service, Inc. Outstanding general obligation rating: Moody's "Aa2." The City has not applied for a rating from Standard & Poor's for the Notes.

"Qualified" Status: The Notes will be designated "qualified tax-exempt obligations" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended. The City Clerk or other officer of the City charged with the responsibility for issuing the Notes shall provide an appropriate certificate of the City as of the date of delivery and payment for the Notes confirming the "qualified" status.

Bidding Specifications: Bids will be received on an interest rate basis in integral multiples of One-Twentieth (1/20) or One-Eighth (1/8) of One Percent (1%). Any number of rates may be bid but the difference between the highest and lowest rate bid shall not exceed Two Percent (2%). All Notes of the same maturity shall bear the same interest rate. No bid for less than $4,310,000 nor more than $4,375,000 plus accrued interest to the date of delivery will be considered. The Notes shall be awarded to a responsible bidder whose proposal results in the lowest true interest cost to the City (the "successful bidder").

The successful bidder shall be responsible for paying expenses for printing and assignment of CUSIP numbers.

The City reserves the right to increase or decrease the amount of any individual maturity of the Notes in increments of $5,000 on the day of sale. If individual maturities are increased or decreased, the purchase price proposed will be adjusted to maintain the same gross spread per $1,000.

Any prospective bidder that intends to submit an electronic bid must submit its electronic bid through the facilities of PARITY. Subscription to the Thomson Financial Municipal Group's BIDCOMP Competitive Bidding System is required in order to submit an electronic bid. The City will neither confirm any subscription nor be responsible for the failure of any prospective bidder to subscribe.

An electronic bid made through the facilities of PARITY shall be deemed an irrevocable offer to purchase the Notes on the terms provided in the Official Notice of Sale, and shall be binding upon the bidder as if made by a signed, sealed bid delivered to the City. The City shall not be responsible for any malfunction or mistake made by, or as a result of the use of the facilities of, PARITY, the use of such facilities being the sole risk of the prospective bidder.

If any provisions of the Official Notice of Sale shall conflict with information provided by PARITY as the approved provider of electronic bidding services, this Official Notice of Sale shall control. Further information about PARITY, including any fee charged, may be obtained from i-Deal, 1359 Broadway, New York, New York 10018; (212) 849-5021.

For purposes of both the written sealed bid process and the electronic bidding process, the time as maintained by PARITY shall constitute the official time. For information purposes only, bidders are requested to state in their electronic bids the true interest cost to the City, as described herein. All electronic bids shall be deemed to incorporate the provisions of this Official Notice of Sale and the Official Bid Form.

Good Faith Deposit: A good faith deposit in the amount of EIGHTY-SIX THOUSAND TWO HUNDRED DOLLARS ($86,200), the ("Deposit") must be submitted in one of the following ways:

1. A bidder may submit a certified or cashier's check on a solvent bank or trust company, payable to the City Clerk, with the delivery of a bid to the office of WPFP, prior to the time established for bid opening; OR, alternatively,

2. Successful bidder shall submit a wire transfer to the City no later than 2 p.m. (Central Time) on the sale date. The City reserves the right to award the Notes to a successful bidder whose wire transfer is initiated, but not received by such time, provided that the federal wire reference number has been received by such time. In the event the Deposit is not received as provided herein, the City may award the Notes to the bidder submitting the next best bid provided such bidder agrees to such award.

The Deposit will be retained, and may be invested, by the City, pending delivery of the Notes, and will be applied to the purchase price of the Notes. No interest on the Deposit will accrue to the successful bidder. If the successful bidder fails to take up and pay for the Notes when tendered, the Deposit will be retained by the City as liquidated damages.

Delivery/Legality/CUSIP/Reoffering Price: The Notes shall be delivered in typewritten form, one note per maturity, to the Depository Trust Company, securities depository of the Notes for the establishment of book-entry accounts at the direction of the successful bidder, which is expected to occur on or about August 4, 2015. Payment at the time of delivery must be made in federal or other immediately available funds. In the event delivery is not made within forty-five (45) days after the date of the sale of the Notes, the successful bidder may, prior to tender of the Notes, at its option, be relieved of its obligation under the contract to purchase the Notes and its Good Faith Deposit shall be returned, but no interest shall be allowed thereon.

The successful bidder will be furnished the unqualified approving legal opinion of Quarles & Brady LLP of Milwaukee, Wisconsin. A transcript of the proceedings relative to the issuance of the Notes (including a No-litigation Certificate and a Continuing Disclosure Certificate) shall be furnished to the successful bidder. CUSIP numbers will appear on the typewritten Notes. **The successful bidder will be responsible for the cost of obtaining CUSIP numbers.** Neither the failure to print such numbers on any Notes or any error with respect thereto will constitute cause for failure or refusal by the original purchaser to accept delivery of the Notes.

Simultaneously with or before delivery of the Notes, the successful bidder shall furnish to the City a certificate, made on the best knowledge, information and belief of the successful bidder, acceptable to bond counsel, stating the initial reoffering prices to the public of each maturity of the Notes and further stating that a substantial amount of the Notes was sold to the public or final purchasers thereof (not including bond houses and brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) at or below such initial reoffering prices together with such other information as may be required by the City to enable it to determine the "issue price" of the Notes awarded to such bidder as defined in Section 1274 of the Internal Revenue Code of 1986.

Official Statement: Upon the sale of the Notes, the City will publish a Final Official Statement in substantially the same form as the Preliminary Official Statement prepared within the meaning of Rule 15c2-12 of the Securities and Exchange Commission. Promptly after the sale date, but in no event later than seven business days after such date, the City will provide the successful bidder (i.e., the sole underwriter or the senior managing underwriter of the syndicate to which the Notes are awarded) an electronic copy of the Final Official Statement in PDF format.

The City shall designate the successful bidder as its agent for purposes of distributing copies of the Final Official Statement to each participating underwriter, if any. Each underwriter executing and delivering an Official Bid Form with respect to the Notes agrees thereby that if its bid is accepted by the City (i) it shall accept such designation and (ii) it shall enter into a contractual relationship with all participating underwriters of the Notes, if any, for purposes of assuring the receipt by each such participating underwriter of the Final Official Statement.

The successful bidder agrees to supply to the City all necessary pricing information and any participating underwriter identification necessary to complete the Final Official Statement within 24 hours after the award of Notes.

Irregularities: The Common Council reserves the right to reject any and all bids and to waive any and all irregularities.

Information: Copies of the Preliminary Official Statement and additional information may be obtained by addressing inquiries to: Wisconsin Public Finance Professionals, LLC, 1020 North Broadway, Suite G-9, Milwaukee, Wisconsin 53202; Attention: Carol A. Wirth, President, (414) 434-9644, FAX (414) 226-2014, email cawirth@wipublicfinance.com, or the undersigned.

Nancy Buss, Finance Director
Sheboygan City Hall
828 Center Avenue
Sheboygan, Wisconsin 53081
Phone (920) 459-3304
Nancy.Buss@sheboyganwi.gov

EXHIBIT B

Bid Tabulation

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

(See Attached)

WISCONSIN PUBLIC FINANCE PROFESSIONALS, LLC
1020 NORTH BROADWAY, SUITE G-9
MILWAUKEE, WI 53202
414-434-9644
FAX: 414-226-2014

CITY OF SHEBOYGAN, WISCONSIN

$4,310,000 General Obligation Promissory Notes

SALE RESULTS - BID TABULATION FORM

Rating: Moody's Investors Service - Aa2
Sale Date: Monday, July 20, 2015, 10:30 A.M., Central
Delivery Date: August 4, 2015

Bidder	Net Interest Cost	True Interest Rate
BOSC, Inc., Milwaukee, WI	**$311,128.00**	**1.6945%**
Robert W. Baird & Co., Milwaukee, WI	$313,898.74	1.7065%
UMB Bank, Kansas City, MO	$321,421.59	1.7411%
Piper Jaffray, Kansas City, MO	$321,612.63	1.7428%
KeyBanc Capital Markets, Cleveland, OH	$320,890.81	1.7448%
FTN Financial Capital Markets, Memphis, TN	$325,572.00	1.7659%
Bankers Bank, Madison, WI	$324,155.63	1.7740%
Hutchinson, Shockey, Erley & Co., Chicago, IL	$330,587.90	1.7956%
Raymond James & Associates, Inc., St. Petersburg, FL	$332,864.09	1.8163%
Mesirow Financial, Inc., Chicago, IL	$334,796.67	1.8295%

Note: Subsequent to receipt of bids, the 2016, 2017 and 2024 maturities were adjusted resulting in a net interest cost of $304,304.82 and true interest rate of 1.6845%.

EXHIBIT C

Winning Bid

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

(See Attached)

BID FORM

City of Sheboygan Common Council
c/o Wisconsin Public Finance
Professionals, LLC, Financial Advisor
1020 North Broadway, Suite G-9
Milwaukee, WI 53202
(414) 434-9644 – Office; (414) 226-2014 – Fax

July 20, 2015

Re: $4,310,000 General Obligation Promissory Notes
(Bank Qualified)

Dated: August 4, 2015

For all or none of the above Notes, in accordance with the Official Notice of Sale, we will pay you $ 4,366,413.30 (no less than $4,310,000 nor more than $4,375,000) plus accrued interest to date of delivery, for Notes bearing interest rates and maturing on October 1, in the stated years as follows:

Maturity	Principal*	Interest Rate
10/01/16	$1,100,000	2.00 %
10/01/17	800,000	2.00 %
10/01/18	310,000	2.00 %
10/01/19	325,000	2.00 %
10/01/20	325,000	2.00 %
10/01/21	350,000	2.00 %
10/01/22	350,000	2.00 %
10/01/23	375,000	2.00 %
10/01/24	375,000	2.125 %

* The City reserves the right to increase or decrease the amount of any individual maturity of the Notes in increments of $5,000 on the day of sale. If individual maturities are increased or decreased, the purchase price proposed will be adjusted to maintain the same gross spread per $1,000.

The successful bidder will be responsible for the cost of obtaining CUSIP numbers.

Per the Official Notice of Sale, the winning bidder must submit a certified or cashier's check on a solvent bank or trust company, in the amount of $86,200, payable to the City Clerk, with the delivery of a bid to the office of WPFP, prior to the time established for bid opening; OR, alternatively, successful bidder shall submit a wire transfer to the City no later than 2 p.m. (Central Time) on the sale date.

(Account members are listed on the reverse side of this bid)

Respectively submitted,

Bosc, Inc

Account Manager

By

We, the duly authorized officials of the City of Sheboygan, do hereby accept and award the Notes pursuant to the foregoing offer, in legal meeting this 20th day of July, 2015 at _____ p.m. central time.

Mayor

City Clerk

NOT A PART OF BID
Our calculation of total net interest cost using the above rates are:

Gross Interest Cost	Less: Premium	Net Interest Cost	True Interest Rate
$ 367,541.30	($ 56,413.30)	$ 311,128.00	1.69454 %

Note: Subsequent to receipt of bids, the 2016, 2017 and 2024 maturities were adjusted resulting in a premium of $56,935.80, net interest cost of $304,304.82 and true interest rate of 1.6845%.

EXHIBIT D

Debt Service Schedule and Irrepealable Tax Levies

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

(See Attached)

City of Sheboygan

$4,310,000 G.O. Notes, Series 2015

$3 Million CIP and Refund 2007 and 2008 Notes (Tax-Exempt)

Final Sale Results

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
08/04/2015	-	-	-	-	-
04/01/2016	-	-	57,028.12	57,028.12	-
10/01/2016	1,150,000.00	2.000%	43,312.50	1,193,312.50	1,250,340.62
04/01/2017	-	-	31,812.50	31,812.50	-
10/01/2017	785,000.00	2.000%	31,812.50	816,812.50	848,625.00
04/01/2018	-	-	23,962.50	23,962.50	-
10/01/2018	310,000.00	2.000%	23,962.50	333,962.50	357,925.00
04/01/2019	-	-	20,862.50	20,862.50	-
10/01/2019	325,000.00	2.000%	20,862.50	345,862.50	366,725.00
04/01/2020	-	-	17,612.50	17,612.50	-
10/01/2020	325,000.00	2.000%	17,612.50	342,612.50	360,225.00
04/01/2021	-	-	14,362.50	14,362.50	-
10/01/2021	350,000.00	2.000%	14,362.50	364,362.50	378,725.00
04/01/2022	-	-	10,862.50	10,862.50	-
10/01/2022	350,000.00	2.000%	10,862.50	360,862.50	371,725.00
04/01/2023	-	-	7,362.50	7,362.50	-
10/01/2023	375,000.00	2.000%	7,362.50	382,362.50	389,725.00
04/01/2024	-	-	3,612.50	3,612.50	-
10/01/2024	340,000.00	2.125%	3,612.50	343,612.50	347,225.00
Total	**$4,310,000.00**	-	**$361,240.62**	**$4,671,240.62**	-

Yield Statistics

Bond Year Dollars	$17,867.42
Average Life	4.146 Years
Average Coupon	2.0217843%
Net Interest Cost (NIC)	1.7031271%
True Interest Cost (TIC)	1.6845029%
Bond Yield for Arbitrage Purposes	1.5466095%
All Inclusive Cost (AIC)	1.8713958%

IRS Form 8038

Net Interest Cost	1.5483939%
Weighted Average Maturity	4.127 Years

EXHIBIT E

(Form of Note)

UNITED STATES OF AMERICA
STATE OF WISCONSIN
SHEBOYGAN COUNTY
CITY OF SHEBOYGAN
GENERAL OBLIGATION PROMISSORY NOTE

REGISTERED DOLLARS

NO. R-___ $_____

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

October 1, _____ August 4, 2015 ____% _____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
($_____)

FOR VALUE RECEIVED, the City of Sheboygan, Sheboygan County, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on April 1, 2016 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by the City Clerk or City Treasurer (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding the semi-annual interest payment date (the "Record Date"). This Note is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

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

This Note is one of an issue of Notes aggregating the principal amount of $4,310,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the City pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for public purposes, including paying the cost of various construction, improvement and acquisition projects set forth in the City's 2015 Capital Improvement Plans, including the acquisition of mobile radio replacement; technology upgrades, sirens, and motor vehicles, street improvements and storm sewer beach outfalls and refunding certain outstanding obligations of the City, all as authorized by resolutions of the Common Council duly adopted by said governing body at meetings held on June 15, 2015 and July 20, 2015. Said resolutions are recorded in the official minutes of the Common Council for said dates.

The Notes maturing on October 1, 2023 and thereafter are subject to redemption prior to maturity, at the option of the City, on October 1, 2022 or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the City and within each maturity, by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

[The Notes maturing in the years _____, _____ and _____ are subject to mandatory redemption by lot as provided in the resolution awarding the sale of the Notes at the redemption price of par plus accrued interest to the date of redemption and without premium.]

In the event the Notes are redeemed prior to maturity, as long as the Notes are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Notes of a maturity are to be called for redemption, the Notes of such maturity to be redeemed will be selected by lot. Such notice will include

but not be limited to the following: the designation, date and maturities of the Notes called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Notes shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Notes shall no longer be deemed to be outstanding.

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

This Note has been designated by the Common Council as a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Note is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Notes, and the City appoints another depository, upon surrender of the Note to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Note in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Notes (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Notes, or (iii) with respect to

any particular Note, after such Note has been called for redemption. The Fiscal Agent and City may treat and consider the Depository in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Notes are issuable solely as negotiable, fully-registered Notes without coupons in the denomination of $5,000 or any integral multiple thereof.

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

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

CITY OF SHEBOYGAN,
SHEBOYGAN COUNTY, WISCONSIN

By: _____
Michael J. Vandersteen
Mayor

(SEAL)

By: _____
Susan Richards
City Clerk

ASSIGNMENT

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

_____
(Name and Address of Assignee)

_____
(Social Security or other Identifying Number of Assignee)

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

Dated: _____

Signature Guaranteed:

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

_____
(Depository or Nominee Name)

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

_____
(Authorized Officer)

EXHIBIT F-1

NOTICE OF FULL CALL*

Regarding

CITY OF SHEBOYGAN
SHEBOYGAN COUNTY, WISCONSIN
GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2007A
DATED APRIL 15, 2007

NOTICE IS HEREBY GIVEN that the Notes of the above-referenced issue which mature on the date and in the amount; bear interest at the rate; and have a CUSIP No. as set forth below have been called by the City for prior payment on October 1, 2015 at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the date of prepayment:

Maturity Date	Principal Amount	Interest Rate	CUSIP No.
10/01/2016	$300,000	3.85%	8210225N6

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 October 1, 2015.

Said Notes will cease to bear interest on October 1, 2015.

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 October 1, 2015 and to the MSRB.

In addition, this Notice should be filed electronically with the MSRB through the Electronic Municipal Market Access (EMMA) System website at www.emma.msrb.org.

EXHIBIT F-2

NOTICE OF FULL CALL*

Regarding

CITY OF SHEBOYGAN
SHEBOYGAN COUNTY, WISCONSIN
GENERAL OBLIGATION PROMISSORY NOTES
DATED MAY 15, 2008

NOTICE IS HEREBY GIVEN that the Notes of the above-referenced issue which mature on the dates and in the amounts; bear interest at the rates; and have CUSIP Nos. as set forth below have been called by the City for prior payment on October 1, 2015 at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the date of prepayment:

Maturity Date	Principal Amount	Interest Rate	CUSIP No.
10/01/2016	$475,000	3.35%	8210227B0
10/01/2017	500,000	3.50	8210227C8

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 October 1, 2015.

Said Notes will cease to bear interest on October 1, 2015.

By Order of the
Common Council
City of Sheboygan
City Clerk

Dated _____

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* 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 October 1, 2015 and to the MSRB.

In addition, this Notice should be filed electronically with the MSRB through the Electronic Municipal Market Access (EMMA) System website at www.emma.msrb.org.

VIII

5.2

R. C. No. ____ - 15 - 16. By FINANCE. July 20, 2015.

Your Committee to whom was referred Res. No. 50-15-16 by Alderperson Hammond awarding the Sale of $2,375,000 Taxable General Obligation Refunding Bonds; recommends that the Resolution be passed.

Acc & Ad
Res pass

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

5.8

Res. No. 50 - 15 - 16. By Alderperson Hammond. July 20, 2015.

RESOLUTION AWARDING THE SALE OF $2,375,000 TAXABLE GENERAL OBLIGATION REFUNDING BONDS

WHEREAS, pursuant to a resolution adopted on June 15, 2015 (the "Set Sale Resolution"), the Common Council of the City of Sheboygan, Sheboygan County, Wisconsin (the "City") heretofore found and determined it necessary, desirable and in the best interest of the City to raise funds for the public purpose of refunding obligations of the City, to wit: the callable maturities of the Taxable General Obligation Refunding Bonds, Series 2006E, dated July 1, 2006 (the "Refunded Obligations") (hereinafter the refinancing of the Refunded Obligations shall be referred to as the "Refunding");

WHEREAS, cities are authorized by the provisions of Section 67.04, Wisconsin Statutes, to borrow money and issue general obligation refunding bonds to refinance their outstanding obligations;

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

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

WHEREAS, WPFP, in consultation with the officials of the City, prepared an Official Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the details of and the bid requirements for the Bonds and indicating that the Bonds would be offered for public sale on July 20, 2015;

WHEREAS, the City Clerk (in consultation with WPFP) caused a form of notice of the sale to be published and/or announced and caused the Official Notice of Sale to be distributed to potential bidders offering the Bonds for public sale on July 20, 2015;

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

Finance

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

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

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

Section 1B. Authorization and Award of the Bonds. For the purpose of paying the cost of the Refunding, there shall be borrowed, pursuant to Section 67.04, Wisconsin Statutes, through the issuance of the Bonds, the sum of TWO MILLION THREE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS ($2,375,000). The Proposal of the Purchaser offering to purchase the Bonds for the sum set forth on the Proposal, plus accrued interest to the date of delivery, resulting in a true interest cost as set forth on the Proposal is hereby accepted. The Mayor and City Clerk or other appropriate officers of the City are authorized and directed to execute an acceptance of the Proposal on behalf of the City. The good faith deposit of the Purchaser shall be retained by the City Treasurer and applied in accordance with the Official Notice of Sale, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Bonds shall bear interest at the rates set forth on the Proposal.

Section 2. Terms of the Bonds. The Bonds shall be designated "Taxable General Obligation Refunding Bonds"; shall be issued in the aggregate principal amount of $2,375,000; shall be dated August 4, 2015; shall be in the denomination of $5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on November 1 of each year, in the years and principal amounts as set forth on the Proposal. Interest shall be payable semi-annually on May 1 and November 1 of each year commencing on May 1, 2016. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Bonds is set forth on the Debt Service Schedule

attached hereto as Exhibit D and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Bonds shall not be subject to optional redemption. If the Proposal specifies that any of the Bonds are subject to mandatory redemption, the terms of such mandatory redemption are set forth on an attachment hereto as Exhibit MRP and incorporated herein by this reference. Upon the optional redemption of any of the Bonds subject to mandatory redemption, the principal amount of such Bonds so redeemed shall be credited against the mandatory redemption payments established in Exhibit MRP for such Bonds in such manner as the City shall direct.

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

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Bonds as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2015 through 2017 for the payments due in the years 2016 through 2018 in the amounts set forth on the Schedule.

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

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

Section 6. Segregated Debt Service Fund Account.

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

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for $2,375,000 Taxable General Obligation Refunding Bonds, dated August 4, 2015" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Bonds is fully paid or otherwise extinguished. The City Treasurer shall deposit in the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Bonds; (ii) any premium not used for the Refunding which may be received by the City above the par value of the Bonds and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Bonds when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Bonds when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

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

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

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

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

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

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

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

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

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

Section 12. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Bonds eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations previously executed on behalf of the City and on file in the City Clerk's office.

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

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

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

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

Section 15. Redemption of the Refunded Obligations. The Refunded Obligations are hereby called for prior payment and redemption on November 1, 2015 at a price of par plus accrued interest to the date of redemption.

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

Section 16. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Bonds in the Record Book.

Section 17. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Bonds, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Bond proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Bonds by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Bond provided herein.

Section 18. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

_____

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the 20th day of July, 2015.

Dated July _____, 2015. _____, City Clerk

Approved July _____, 2015. _____, Mayor

EXHIBIT A

Official Notice of Sale

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

(See Attached)

OFFICIAL NOTICE OF SALE

City Of Sheboygan
Sheboygan County, Wisconsin

$2,375,000 Taxable General Obligation Refunding Bonds

Dated August 4, 2015

Date and Time: SEALED BIDS will be received by the City of Sheboygan, Sheboygan County, Wisconsin, for all but no part of its $2,375,000 Taxable General Obligation Refunding Bonds the ("Taxable Bonds"), in the office of the City's Financial Advisor, Wisconsin Public Finance Professionals, LLC, 1020 North Broadway, Suite G-9, Milwaukee, Wisconsin 53202 until

11:30 A.M. (Central Time) on July 20, 2015

at which time the bids will be publicly opened and read. The bids should be directed to the City Clerk and plainly marked "Bid for Taxable Bonds". Bids may be delivered to WPFP, at the address set forth above; telephoned to WPFP at (414) 434-9644; faxed to WPFP at (414) 226-2014; or submitted electronically via PARITY. Bids must be submitted via one of these methods described herein and received prior to the time established for bid opening. The time as maintained by PARITY shall constitute the official time. Neither the City nor WPFP shall be responsible for any failure to receive a facsimile submission. A meeting of the Common Council will be held on said date for the purpose of taking action on such bids as may be received. Unless all bids are rejected, the award will be made to the bidder offering the lowest true interest cost ("TIC") to the City.

Terms: The Taxable Bonds will be dated August 4, 2015, issued as fully registered bonds in denominations of $5,000 each, or any integral multiple thereof, and will mature serially on November 1 as follows:

Year	Principal Amount*
2016	$780,000
2017	795,000
2018	800,000

*The City reserves the right to increase or decrease the amount of any individual maturity of the Taxable Bonds in increments of $5,000 on the day of sale. If individual maturities are increased or decreased, the purchase price proposed will be adjusted to maintain the same gross spread per $1,000.

Interest is payable commencing on May 1, 2016 and semi-annually thereafter on November 1 and May 1 of each year calculated based on 360 day year of twelve 30-day months.

The Taxable Bonds are not subject to redemption prior to maturity.

Undertaking to Provide Continuing Disclosure: In order to assist bidders in complying with S.E.C. Rule 15c2-12(b)(5), the City will undertake, pursuant to the Taxable Bond Resolution and a Continuing Disclosure Certificate, to provide annual reports and notices of certain events. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the Final Official Statement. See the section entitled "Continuing Disclosure" in the Preliminary Official Statement for a description of the City's compliance with any undertaking previously entered into by it pursuant to the Rule.

Registration: The Taxable Bonds will be issued as fully-registered bonds without coupons and, when issued, will be registered only in the name of Cede & Co. as nominee for The Depository Trust Company, New York, New York ("DTC"). DTC will act as securities depository of the Taxable Bonds. A single bond certificate for each maturity will be issued to DTC and immobilized in its custody. Individual purchases may be made in book-entry form only pursuant to the rules and procedures established between DTC and its participants, in the principal amount of $5,000 and integral multiples thereof. Individual purchasers will not receive certificates evidencing their ownership of the Taxable Bonds purchased. The successful bidder shall be required to deposit the bond certificates with DTC as a condition to delivery of the Taxable Bonds. The City will make payments of principal and interest on the Taxable Bonds on the dates set forth above, to DTC or its nominee as registered owner of the Taxable Bonds in same-day funds. Transfer of said payments to participants of DTC will be the responsibility of DTC; transfer of said payments to Beneficial Owners by DTC participants will be the responsibility of such participants and other nominees of Beneficial Owners all as required by DTC rules and procedures. No assurance can be given by the City that DTC, its participants and other nominees of Beneficial Owners will make prompt transfer of the payments as required by DTC rules and procedures. The City assumes no liability for failures of DTC, its participants or other nominees to promptly transfer said payments to Beneficial Owners of the Taxable Bonds.

In the event that the securities depository relationship with DTC for the Taxable Bonds is terminated and the Common Council does not appoint a successor depository, the Common Council will prepare, authenticate and deliver, at its expense, fully-registered certificate bonds in the denomination of $5,000 or any integral multiple thereof in the aggregate principal amount of Taxable Bonds of the same interest rate or rates then outstanding to the Beneficial Owners of the Taxable Bonds.

Security and Purpose: The Taxable Bonds are general obligations of the City. The principal of and interest on the Taxable Bonds will be payable from ad valorem taxes, which may be levied without limitation as to rate or amount upon all of the taxable property located in the City. The Taxable Bonds shall be issued for the purpose of paying the cost of refunding the Taxable General Obligation Refunding Bonds, Series 2006E, dated July 1, 2006.

Bond Rating: The City has applied for a rating on the Taxable Bonds from Moody's Investors Service, Inc. Outstanding general obligation rating: Moody's "Aa2." The City has not applied for a rating from Standard & Poor's for the Taxable Bonds.

Bidding Specifications: Bids will be received on an interest rate basis in integral multiples of One-Twentieth (1/20) or One-Eighth (1/8) of One Percent (1%). Any number of rates may be bid but the difference between the highest and lowest rate bid shall not exceed One and One-Half Percent (1.5%). All Taxable Bonds of the same maturity shall bear the same interest rate. No bid for less than $2,362,675 nor more than $2,375,000 plus accrued interest to the date of delivery will be considered. The Taxable Bonds shall be awarded to a responsible bidder whose proposal results in the lowest true interest cost to the City (the "successful bidder").

The successful bidder shall be responsible for paying expenses for printing and assignment of CUSIP numbers.

The City reserves the right to increase or decrease the amount of any individual maturity of the Taxable Bonds in increments of $5,000 on the day of sale. If individual maturities are increased or decreased, the purchase price proposed will be adjusted to maintain the same gross spread per $1,000.

Any prospective bidder that intends to submit an electronic bid must submit its electronic bid through the facilities of PARITY. Subscription to the Thomson Financial Municipal Group's BIDCOMP Competitive Bidding System is required in order to submit an electronic bid. The City will neither confirm any subscription nor be responsible for the failure of any prospective bidder to subscribe.

An electronic bid made through the facilities of PARITY shall be deemed an irrevocable offer to purchase the Taxable Bonds on the terms provided in the Official Notice of Sale, and shall be binding upon the bidder as if made by a signed, sealed bid delivered to the City. The City shall not be responsible for any malfunction or mistake made by, or as a result of the use of the facilities of, PARITY, the use of such facilities being the sole risk of the prospective bidder.

If any provisions of the Official Notice of Sale shall conflict with information provided by PARITY as the approved provider of electronic bidding services, this Official Notice of Sale shall control. Further information about PARITY, including any fee charged, may be obtained from i-Deal, 1359 Broadway, New York, New York 10018; (212) 849-5021.

For purposes of both the written sealed bid process and the electronic bidding process, the time as maintained by PARITY shall constitute the official time. For information purposes only, bidders are requested to state in their electronic bids the true interest cost to the City, as described herein. All electronic bids shall be deemed to incorporate the provisions of this Official Notice of Sale and the Official Bid Form.

Good Faith Deposit: A good faith deposit in the amount of FORTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS ($47,500), the ("Deposit") must be submitted in one of the following ways:

1. A bidder may submit a certified or cashier's check on a solvent bank or trust company, payable to the City Clerk, with the delivery of a bid to the office of WPFP, prior to the time established for bid opening; OR, alternatively,

2. Successful bidder shall submit a wire transfer to the City no later than 2 p.m. (Central Time) on the sale date. The City reserves the right to award the Taxable Bonds to a successful bidder whose wire transfer is initiated, but not received by such time, provided that the federal wire reference number has been received by such time. In the event the Deposit is not received as provided herein, the City may award the Taxable Bonds to the bidder submitting the next best bid provided such bidder agrees to such award.

The Deposit will be retained, and may be invested, by the City, pending delivery of the Taxable Bonds, and will be applied to the purchase price of the Taxable Bonds. No interest on the Deposit will accrue to the successful bidder. If the successful bidder fails to take up and pay for the Taxable Bonds when tendered, the Deposit will be retained by the City as liquidated damages.

Delivery/Legality/CUSIP/Reoffering Price: The Taxable Bonds shall be delivered in typewritten form, one bond per maturity, to the Depository Trust Company, securities depository of the Taxable Bonds for the establishment of book-entry accounts at the direction of the successful bidder, which is expected to occur on or about August 4, 2015. Payment at the time of delivery must be made in federal or other immediately available funds. In the event delivery is not made within forth-five (45) days after the date of the sale of the Taxable Bonds, the successful bidder may, prior to tender of the Taxable Bonds, at its option, be relieved of its obligation under the contract to purchase the Taxable Bonds and its Good Faith Deposit shall be returned, but no interest shall be allowed thereon.

The successful bidder will be furnished the unqualified approving legal opinion of Quarles & Brady LLP of Milwaukee, Wisconsin. A transcript of the proceedings relative to the issuance of the Taxable Bonds (including a No-litigation Certificate and a Continuing Disclosure Certificate) shall be furnished to the successful bidder. CUSIP numbers will appear on the typewritten Taxable Bonds. **The successful bidder will be responsible for the cost of obtaining CUSIP numbers.** Neither the failure to print such numbers on any Taxable Bonds or any error with respect thereto will constitute cause for failure or refusal by the original purchaser to accept delivery of the Taxable Bonds.

Simultaneously with or before delivery of the Taxable Bonds, the successful bidder shall furnish to the City a certificate, made on the best knowledge, information and belief of the successful bidder, acceptable to bond counsel, stating the initial reoffering prices to the public of each maturity of the Taxable Bonds and further stating that a substantial amount of the Taxable Bonds was sold to the public or final purchasers thereof (not including bond houses and brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) at or below such initial reoffering prices together with such other information as may be required by the City to enable it to determine the "issue price" of the Taxable Bonds awarded to such bidder as defined in Section 1274 of the Internal Revenue Code of 1986.

Official Statement: Upon the sale of the Taxable Bonds, the City will publish a Final Official Statement in substantially the same form as the Preliminary Official Statement prepared within the meaning of Rule 15c2-12 of the Securities and Exchange Commission. Promptly after the sale date, but in no event later than seven business days after such date, the City will provide the successful bidder (i.e., the sole underwriter or the senior managing underwriter of the syndicate to which the Taxable Bonds are awarded) an electronic copy of the Final Official Statement in PDF format.

The City shall designate the successful bidder as its agent for purposes of distributing copies of the Final Official Statement to each participating underwriter, if any. Each underwriter executing and delivering an Official Bid Form with respect to the Taxable Bonds agrees thereby that if its bid is accepted by the City (i) it shall accept such designation and (ii) it shall enter into a contractual relationship with all participating underwriters of the Taxable Bonds, if any, for purposes of assuring the receipt by each such participating underwriter of the Final Official Statement.

The successful bidder agrees to supply to the City all necessary pricing information and any participating underwriter identification necessary to complete the Final Official Statement within 24 hours after the award of Taxable Bonds.

Irregularities: The Common Council reserves the right to reject any and all bids and to waive any and all irregularities.

Information: Copies of the Preliminary Official Statement and additional information may be obtained by addressing inquiries to: Wisconsin Public Finance Professionals, LLC, 1020 North Broadway, Suite G-9, Milwaukee, Wisconsin 53202; Attention: Carol A. Wirth, President, (414) 434-9644, FAX (414) 226-2014, email cawirth@wipublicfinance.com, or the undersigned.

Nancy Buss, Finance Director
Sheboygan City Hall
828 Center Avenue
Sheboygan, Wisconsin 53081
Phone (920) 459-3304
Nancy.Buss@sheboyganwi.gov

EXHIBIT B

Bid Tabulation

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

(See Attached)

WISCONSIN PUBLIC FINANCE PROFESSIONALS, LLC
1020 NORTH BROADWAY, SUITE G-9
MILWAUKEE, WI 53202
414-434-9644
FAX: 414-226-2014

CITY OF SHEBOYGAN, WISCONSIN

$2,375,000 Taxable General Obligation Refunding Bonds

SALE RESULTS - BID TABULATION FORM

Rating: Moody's Investors Service - Aa2
Sale Date: Monday, July 20, 2015, 11:30 A.M., Central
Delivery Date: August 4, 2015

Bidder	Net Interest Cost	True Interest Rate
Raymond James & Associates, Inc., St. Petersburg, FL	**$71,238.07**	**1.3362%**
BOSC, Inc., Milwaukee, WI	$73,220.06	1.3715%
Robert W. Baird & Co., Milwaukee, WI	$73,920.90	1.3847%
Bankers Bank, Madison, WI	$74,048.44	1.3861%
Piper Jaffray, Kansas City, MO	$81,597.85	1.5253%
UMB Bank, Kansas City, MO	$82,112.38	1.5348%
Hutchinson, Shockey, Erley & Co., Chicago, IL	$96,026.04	1.7972%

EXHIBIT C

Winning Bid

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

(See Attached)

BID FORM

City of Sheboygan Common Council
c/o Wisconsin Public Finance
Professionals, LLC, Financial Advisor
1020 North Broadway, Suite G-9
Milwaukee, WI 53202
(414) 434-9644 – Office; (414) 226-2014 – Fax

July 20, 2015

Re: $2,375,000 Taxable General Obligation Refunding Bonds, Series 2015

Dated: August 4, 2015

For all or none of the above Taxable Bonds, in accordance with the Official Notice of Sale, we will pay you $ 2,363,684.85 (no less than $2,362,675 nor more than $2,375,000) plus accrued interest to date of delivery, for Taxable Bonds bearing interest rates and maturing on November 1, in the stated years as follows:

Maturity	Principal*	Interest Rate
11/01/16	$780,000	1.00 %
11/01/17	795,000	1.00 %
11/01/18	800,000	1.25 %

*The City reserves the right to increase or decrease the amount of any individual maturity of the Taxable Bonds in increments of $5,000 on the day of sale. If individual maturities are increased or decreased, the purchase price proposed will be adjusted to maintain the same gross spread per $1,000.

The successful bidder will be responsible for the cost of obtaining CUSIP numbers.

Per the Official Notice of Sale, the winning bidder must submit a certified or cashier's check on a solvent bank or trust company, in the amount of $47,500, payable to the City Clerk, with the delivery of a bid to the office of WPFP, prior to the time established for bid opening; OR, alternatively, successful bidder shall submit a wire transfer to the City no later than 2 p.m. (Central Time) on the sale date.

Respectively submitted,

(Account members are listed on the reverse side of this bid)

Raymond James & Associates, Inc.
Account Manager

By Lisa Donnelly
Lisa Donnelly

We, the duly authorized officials of the City of Sheboygan, do hereby accept and award the Taxable Bonds pursuant to the foregoing offer, in legal meeting this 20th day of July, 2015 at _____ p.m. central time.

Mayor

City Clerk

NOT A PART OF BID
Our calculation of total net interest cost using the above rates are:

Gross Interest Cost	Plus: Discount	Net Interest Cost	True Interest Rate
$ 59,922.92	$ 11,315.15	$ 71,238.07	1.3362 %

EXHIBIT D

Debt Service Schedule and Irrepealable Tax Levies

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

(See Attached)

City of Sheboygan

$2,375,000 Taxable G.O. Refunding Bonds, Series 2015
(Refunding 2006 E. Taxable Ref Bonds)
Final Sale Results

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
08/04/2015	-	-	-	-	-
05/01/2016	-	-	19,097.92	19,097.92	-
11/01/2016	780,000.00	1.000%	12,875.00	792,875.00	811,972.92
05/01/2017	-	-	8,975.00	8,975.00	-
11/01/2017	795,000.00	1.000%	8,975.00	803,975.00	812,950.00
05/01/2018	-	-	5,000.00	5,000.00	-
11/01/2018	800,000.00	1.250%	5,000.00	805,000.00	810,000.00
Total	**$2,375,000.00**	-	**$59,922.92**	**$2,434,922.92**	-

Yield Statistics

Bond Year Dollars	$5,343.96
Average Life	2.250 Years
Average Coupon	1.1213209%
Net Interest Cost (NIC)	1.3330581%
True Interest Cost (TIC)	1.3362410%
Bond Yield for Arbitrage Purposes	1.1598735%
All Inclusive Cost (AIC)	1.7731124%

IRS Form 8038

Net Interest Cost	1.1629376%
Weighted Average Maturity	2.247 Years

EXHIBIT E

(Form of Bond)

UNITED STATES OF AMERICA
STATE OF WISCONSIN
SHEBOYGAN COUNTY
CITY OF SHEBOYGAN
TAXABLE GENERAL OBLIGATION REFUNDING BOND

REGISTERED DOLLARS

NO. R-___ $_____

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

November 1, _____ August 4, 2015 ____% _____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
($_____)

FOR VALUE RECEIVED, the City of Sheboygan, Sheboygan County, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on May 1 and November 1 of each year commencing on May 1, 2016 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.

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

This Bond is one of an issue of Bonds aggregating the principal amount of $2,375,000, all of which are of like tenor, except as to denomination, interest rate, and maturity date, issued by the City pursuant to the provisions of Section 67.04, Wisconsin Statutes, for the public purpose of paying the cost of refunding certain outstanding obligations of the City, all as authorized by resolutions of the Common Council duly adopted by said governing body at meetings held on June 15, 2015 and July 20, 2015. Said resolutions are recorded in the official minutes of the Common Council for said dates.

This Bond is not subject to optional redemption.

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

This Bond is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Bonds, and the City appoints another depository, upon surrender of the Bond to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Bond in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the

Bonds after the Record Date. The Fiscal Agent and City may treat and consider the Depository in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Bonds are issuable solely as negotiable, fully-registered Bonds without coupons in the denomination of $5,000 or any integral multiple thereof.

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

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

CITY OF SHEBOYGAN,
SHEBOYGAN COUNTY, WISCONSIN

By: _____
Michael J. Vandersteen
Mayor

(SEAL)

By: _____
Susan Richards
City Clerk

ASSIGNMENT

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

_____
(Name and Address of Assignee)

_____
(Social Security or other Identifying Number of Assignee)

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

Dated: _____

Signature Guaranteed:

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

_____
(Depository or Nominee Name)

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

_____
(Authorized Officer)

EXHIBIT F

NOTICE OF FULL CALL*

Regarding

CITY OF SHEBOYGAN
SHEBOYGAN COUNTY, WISCONSIN
TAXABLE GENERAL OBLIGATION REFUNDING BONDS,SERIES 2006E,
DATED JULY 1, 2006

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 November 1, 2015 at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the date of prepayment:

Maturity Date	Principal Amount	Interest Rate	CUSIP No.
11/01/2016	$735,000	5.60%	8210225B2
11/01/2017	780,000	5.70	8210225C0
11/01/2018	825,000	5.80	8210225D8

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 November 1, 2015.

Said Bonds will cease to bear interest on November 1, 2015.

By Order of the
Common Council
City of Sheboygan
City Clerk

Dated _____

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* 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 November 1, 2015 and to the MSRB.

In addition, this Notice should be filed electronically with the MSRB through the Electronic Municipal Market Access (EMMA) System website at www.emma.msrb.org.

VIII

R. C. No. ____ - 15 - 16. By FINANCE. July 20, 2015.

Your Committee to whom was referred Res. No. 51-15-16 authorizing entering into contract with Sheboygan County for upgrade and replacement of radio equipment for City departments; recommends that the Resolution be passed.

Acc & Ad
Res pass

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

5.9

Res. No. 51 - 15 - 16. By Alderperson Hammond. July 6, 2015.

A RESOLUTION authorizing entering into contract with Sheboygan County for upgrade and replacement of radio equipment for City departments.

WHEREAS, the County wide emergency radio system put into place in 2000/2001 is obsolete and needs to be replaced; and

WHEREAS, through the enactment of Resolution No 29 (2013/13) on March 18, 2014, the Sheboygan County Board authorized the County Administrator and Sheriff to furnish radios to the local governments and local emergency agencies under the terms of intergovernmental Cooperative Agreements pursuant to Wis. Stat. 66.0301 containing provisions to:

County Funds 70% of the cost for new replacement subscriber radios for law enforcement, fire, and EMS personnel and 100% for the volunteer fire departments and volunteer EMS personnel;

County funds 100% of the cost to flash current P25 radios;

County's 70% funding will be based on the replacement of equal specifications to radios currently being used by law enforcement, fire and EMS;

All replaced subscriber radios will be turned in to County for trade-in value.

WHEREAS; the Building Inspection Department, Department of Public Works and Shoreline Metro will also need to upgrade and replace radio equipment at full cost to the City;

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to enter into contract with Sheboygan County for the upgrade and replacement of radio equipment for City departments.

Finance

BE IT FURTHER RESOLVED: That the Chief Administrative Officer is authorized to enter into contract for upgrade and replacement of radio equipment for City departments and draw orders on 2015 Capital Project Fund Account # 47421100-642300 (Police); 47422100-642300 (Fire and Building Inspection); 47431100-642300 (Department of Public Works); Transit Utility Fund Account # 65193000-642300 (Shoreline Metro) for payment.

_____

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

VI

R. C. No. ____ - 15 - 16. By PUBLIC WORKS. July 20, 2015.

Your Committee to whom was referred R. O. No. 70-15-16 by the City Clerk submitting a communication from Mark Briese stating his concerns with traffic speed in his neighborhood; recommends that the document be referred to Public Protection and Safety.

PP&S.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

IV

II

4.7

R. O. No. 70 - 15 - 16. By CITY CLERK. July 6, 2015.

Submitting a communication from Mark Briese stating his concerns with traffic speed in his neighborhood primarily east/westbound traffic on Erie Ave. from the Red Cross building to 25th St.

P.W.
refer to PP+S.

City Clerk

II

Richards, Susan

From: Alderperson Bill Thiel
Sent: Thursday, June 25, 2015 11:41 AM
To: Richards, Susan
Subject: FW: traffic concern

Sue I would like to get this sent to public works. Do I do this through you??

Bill

From: mark briese [mbmis@charter.net]
Sent: Thursday, June 25, 2015 9:57 AM
To: Alderperson Julie Kath
Cc: Alderperson Bill Thiel
Subject: traffic concern

I have a concern with traffic speed in my neighborhood. The area of concern is primarily east/westbound traffic on Erie Avenue from the Red Cross building to 25th street. It is not uncommon for vehicles to approach 35-40 mph in this stretch of road. Sadly, this includes city buses and also city DPW vehicles. The stop sign at 25th and Erie is also not visible from afar (westbound) and I have seen too many vehicles simply blow thru the intersection. I would like at least 25 mph speed limit signs placed somewhere on this stretch of road. There are pedestrians and cyclists at risk from this . Feel free to call my cell or email . Thanks in advance for your assistance.

Mark Briese
2430 Erie Avenue
Sheboygan WI
920 918 8196

X

Gen. Ord. No. ____ - 15 - 16. By Alderpersons Hammond and Lessard.
July 20, 2015.

AN ORDINANCE annexing territory to the City of Sheboygan, Wisconsin.

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

Section 1. In accordance with sec. 66.0217 of the Wisconsin Statutes and the petition for direct annexation by unanimous approval filed with the city clerk on the 6th day of July, 2015, signed by all the electors residing in the territory and the owners of all the real property in the territory, together with a scale map and a legal description of the property to be annexed, the following described territory in the Town of Wilson, Sheboygan County, Wisconsin, is hereby annexed to the City of Sheboygan, Wisconsin:

BEING PART OF THE SE 1/4 OF THE SE 1/4 OF SECTION 5, T. 14 N., R. 23 E., TOWN OF WILSON, SHEBOYGAN COUNTY, WISCONSIN. BEING MORE PARTICULARLY DESCRIBED AS

COMMENCING AT THE SE CORNER OF SAID SECTION 5, THENCE N 88°01'50" W ALONG THE SOUTH LINE OF THE SE 1/4 OF SAID SECTION 5 867.72' TO THE POINT OF BEGINNING, THENCE N 01°55'47" W 33.70' TO A POINT ON THE NORTH RIGHT OF WAY LINE OF WEEDEN CREEK ROAD, THENCE CONTINUING N 01°55'47" W 144.30', THENCE NORTHEASTERLY 1236.81' ALONG AN ARC OF A CURVE TO THE RIGHT, WITH A RADIUS OF 5553.35', AND A CHORD BEARING OF N 34°06'36" E WITH A LENGTH OF 1234.26' TO THE WEST RIGHT OF WAY LINE OF I-"43", THENCE N 01°58'01" W ALONG SAID WEST LINE 72.95' TO THE EASTERLY RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD, THENCE SOUTHWESTERLY ALONG SAID EASTERLY LINE 903.69' ALONG AN ARC OF A CURVE TO THE LEFT, WITH A RADIUS OF 5602.85', AND A CHORD BEARING OF S 36°25'12" W WITH A LENGTH OF 902.71', THENCE N 58°12'02" W ALONG SAID EASTERLY LINE 16.50', THENCE SOUTHWESTERLY ALONG SAID EASTERLY LINE 626.03' ALONG AN ARC OF A CURVE TO THE LEFT, WITH A RADIUS OF 5619.35', AND A CHORD BEARING OF S 28°36'28" W, WITH A LENGTH OF 625.70' TO A POINT ON THE SOUTH LINE OF THE SE 1/4 OF SECTION 5, T. 14 N., R. 23 E., THENCE S 88°01'50" E ALONG SAID SOUTH LINE 166.00' TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 91,803.77 SQ. FT. OR 2.11 ACRES.

Section 2. From and after the date of this ordinance, the territory described in Section 1 shall be a part of the City of Sheboygan for any and all purposes provided by law and all persons coming or residing within such territory shall be subject to all ordinances, rules and regulations governing the City of Sheboygan.

City Plan

X

Section 3. In accordance with sec. 66.0217(14) of the Wisconsin Statutes, the City of Sheboygan agrees to pay annually to the Town of Wilson, for five (5) years, an amount equal to the amount of property taxes that the Town levied on the annexed territory, as shown by the tax roll under sec. 70.65 of the Wisconsin Statutes, in the year in which the annexation is final.

Section 4. If any provision of this ordinance is invalid or unconstitutional, or if the application of this ordinance to any person or circumstances is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid or unconstitutional provision or application.

Section 5. The territory described in Section 1 of this ordinance is hereby made a part of the 23rd Ward and 7th Aldermanic District.

Section 6. Upon recommendation of the Plan Commission, the territory annexed to the City by this ordinance is temporarily zoned as Suburban Industrial (SI).

Section 7. This ordinance shall take effect upon passage and publication as provided by law.

_____

_____

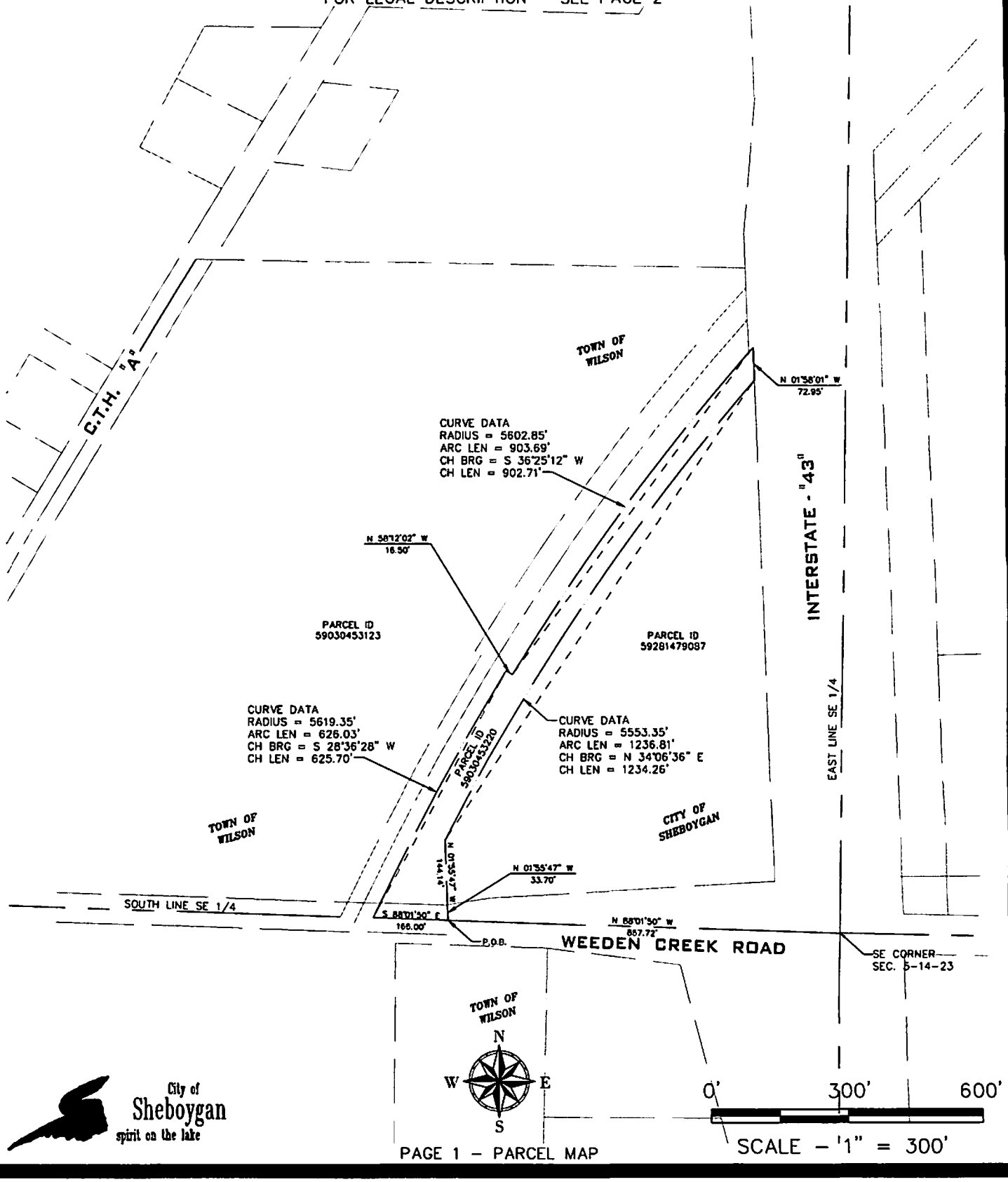
I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

PROPOSED ANNEXATION
FOR WAGNER EXCAVATING PROP.
SECTION 5, T. 14 N., R. 23 E.

FOR LEGAL DESCRIPTION – SEE PAGE 2



City of Sheboygan
spirit on the lake

PAGE 1 – PARCEL MAP

PROPOSED ANNEXATION
FOR WAGNER EXCAVATING PROP.
SECTION 5, T. 14 N., R. 23 E.

FOR PARCEL MAP – SEE PAGE 1

BEING PART OF THE SE ¼ OF THE SE ¼ OF SECTION 5, T. 14 N., R. 23 E., TOWN OF WILSON, SHEBOYGAN COUNTY WISCONSIN. BEING MORE PARTICULARLY DESCRIBED AS

COMMENCING AT THE SE CORNER OF SAID SECTION 5, THENCE N 88°01'50" W ALONG THE SOUTH LINE OF THE SE ¼ OF SAID SECTION 5 867.72' TO THE POINT OF BEGINNING, THENCE N 01°55'47" W 33.70' TO A POINT ON THE NORTH RIGHT OF WAY LINE OF WEEDEN CREEK ROAD, THENCE CONTINUING N 01°55'47" W 144.30', THENCE NORTHEASTERLY 1236.81' ALONG AN ARC OF A CURVE TO THE RIGHT, WITH A RADIUS OF 5553.35', AND A CHORD BEARING OF N 34°06'36" E WITH A LENGTH OF 1234.26' TO THE WEST RIGHT OF WAY LINE OF I–"43", THENCE N 01°58'01" W ALONG SAID WEST LINE 72.95' TO THE EASTERLY RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD, THENCE SOUTHWESTERLY ALONG SAID EASTERLY LINE 903.69' ALONG AN ARC OF A CURVE TO THE LEFT, WITH A RADIUS OF 5602.85', AND A CHORD BEARING OF S 36°25'12" W WITH A LENGTH OF 902.71' , THENCE N 58°12'02" W ALONG SAID EASTERLY LINE 16.50', THENCE SOUTHWESTERLY ALONG SAID EASTERLY LINE 626.03' ALONG AN ARC OF A CURVE TO THE LEFT, WITH A RADIUS OF 5619.35', AND A CHORD BEARING OF S 28°36'28" W, WITH A LENGTH OF 625.70' TO A POINT ON THE SOUTH LINE OF THE SE ¼ OF SECTION 5, T. 14 N., R. 23 E., THENCE S 88°01'50" E ALONG SAID SOUTH LINE 166.00' TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 91,803.77 SQ. FT. OR 2.11 ACRES.

City of Sheboygan
spirit on the lake

XI

5.4

Res. No. 46 - 15 - 16. By Alderperson Hammond, Kath, Carlson and Donohue. July 6, 2015.

A RESOLUTION to authorize a transfer of appropriations in the 2015 Budget.

RESOLVED: That the Finance Director be and is hereby authorized and directed to make the following transfers of appropriations in the 2015 Budget for the purposes of:

Establish estimated revenue and appropriation for State of Wisconsin Department of Administration Wisconsin Coastal Management Program for the Wave Attenuation Study at the Harbor Centre Marina:

FROM	TO	AMOUNT
Harbor Centre Marina Fund State of Wisconsin Grant 29037500-434201	Harbor Centre Marina Fund Contracted Services 29037500-521900	$32,000

Lies over

Julie Kath

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