

*****ATTACHMENTS*****

I

Hearing No. _____ - 13 - 14. October 7, 2013.

Pursuant to a notice published by the Finance Director/Treasurer, per Sec. 65.90(4), Wis. Stats., there is a public hearing scheduled for this evening at which any resident or taxpayer of the governmental unit shall have an opportunity to be heard on the proposed budget.

All interested persons will be heard.

11

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

Pursuant to Chapter 65.90 of the Laws of Wisconsin, notice is hereby given that the annual budget hearing will be held in the Common Council Chambers, City Hall, in the City of Sheboygan, on Monday, October 7, 2013 at 7:00 P.M., at which time any taxpayer or resident of the governmental unit will have the opportunity to be heard on the proposed budget.

Dated this 13th day of September, 2013

James Amodeo, Chief Administrative Officer

		2013	2014	
		Revised Budget	Proposed Budget	Percent Change
General Fund				
Revenue:	Taxes (other than property)	\$ 1,106,800	\$ 1,184,800	7.05%
	Licenses & Permits	629,627	676,895	7.51%
	Intergovernmental Revenue	14,454,609	14,205,207	-1.73%
	Charges for Services	1,161,300	1,173,500	1.05%
	Fines & Forfeits	284,100	313,100	10.21%
	Interest on Investments	255,000	255,150	0.06%
	Miscellaneous Revenue	113,936	129,500	13.66%
	Other Financing Sources	<u>1,451,270</u>	<u>1,608,388</u>	<u>10.83%</u>
	Total Revenue	\$ 19,456,642	\$ 19,546,540	0.46%
Expense:	General Government	\$ 4,515,703	\$ 4,527,269	0.26%
	Public Protection & Safety	20,512,020	20,768,181	1.25%
	Public Works	7,471,335	7,230,513	-3.22%
	Health/Human Services	301,214	326,348	8.34%
	Culture/Recreation	2,335,656	2,398,015	2.67%
	Conservation/Development	246,996	247,070	0.03%
	Debt Expense	15,000	15,000	0.00%
	Interfund Transfers	<u>7,060</u>	<u>7,060</u>	<u>0.00%</u>
	Total Expense	\$ 35,404,984	\$ 35,519,456	0.32%

2014 BUDGET/FUND BALANCE SUMMARY - ALL FUNDS

	Estimated Fund Balance Dec. 31, 2013	Budgeted Revenue	Tax Levy	Budgeted Expenditures	Estimated Fund Balance Dec. 31, 2014
General Fund	\$ 16,769,303	\$ 19,546,540	\$ 15,972,916	\$ 35,519,456	\$ 16,769,303
Special Revenue	2,729,571	5,944,915	2,305,741	8,250,656	2,729,571
Debt Service	7,579,122	5,287,182	2,886,889	8,174,071	7,579,122
Capital Projects	7,202,889	2,511,519	-	2,511,519	7,202,889
Enterprise	9,135,280	21,596,103	511,547	22,107,650	9,135,280
Internal Service	10,791,881	12,001,222	-	12,001,222	10,791,881
Trust/Agency	<u>1,819,501</u>	<u>58,500</u>	<u>-</u>	<u>58,500</u>	<u>1,819,501</u>
Total	\$ 56,027,547	\$ 66,945,981	\$ 21,677,093	\$ 88,623,074	\$ 56,027,547

Long Term Bonds Outstanding - December 31, 2013	\$ 28,345,000
Long Term Notes Outstanding - December 31, 2013	<u>\$ 11,629,109</u>
	<u>\$ 39,974,109</u>

R. O. No. - 13 - 14. By CITY ATTORNEY. October 7, 2013.

Submitting, as a matter of record, the Easement (mini-storm sewer) dated July 5, 2013 between the City of Sheboygan and Paul A. and Diana C. Neils (2905 South 15th Street), executed in accordance with Res. No. 38-13-14, which has been recorded in the Sheboygan County Register of Deeds Office.

City Attorney



R. O. No. - 13 - 14 . By CITY ATTORNEY. October 7, 2013.

Submitting, as a matter of record, the following Easements (mini-storm sewer), executed in accordance with Res. Nos. 34-13-14, which have been recorded in the Sheboygan County Register of Deeds Office:

1. Easement dated May 29, 2013 between the City of Sheboygan and Andrew K. Xiong (3118 South 17th Street);
2. Easement dated June 28, 2013 between the City of Sheboygan and Jason A. Fortuna and Katherine A. Fortuna (2423 David Avenue); and
3. Easement dated August 9, 2013 between the City of Sheboygan and Timothy A. Goetsch (1705 North 27th Place).

City Attorney

EASEMENT



8 1 7 1 4 1 3

Tx:4062250

1974275

SHEBOYGAN COUNTY, WI

RECORDED ON

08/15/2013 3:35 PM

ELLEN R. SCHLEICHER

REGISTER OF DEEDS

RECORDING FEE: 30.00

EXEMPTION #

Cashier ID: 9

PAGES: 3

RETURN TO:

City Attorney Stephen G. McLean
828 Center Avenue, Suite 304
Sheboygan, WI 53081-4442

59281405130

Parcel Ident. No.

(Xiong)

EASEMENT

THIS INDENTURE, made this 27th day of May, 2013, by Andrew K. Xiong, residing at 3118 S. 17th Street, Sheboygan, Wisconsin, "GRANTOR," and the City of Sheboygan, a Municipal Corporation of the State of Wisconsin, "GRANTEE";

Return To:
City Attorney
828 Center Avenue
Sheboygan WI 53081

59281-405130
Tax Parcel No.

WITNESSETH:

KNOW ALL MEN BY THESE PRESENTS, that the said GRANTOR, in consideration of the sum of one (\$1.00) dollar and other valuable consideration in hand paid by said GRANTEE, receipt whereof is hereby confessed and acknowledged, and the covenants hereinafter contained, hereby grants a permanent easement to GRANTEE for municipal purposes, to construct and maintain a mini-storm sewer in, under, and along the south four feet (4') of the following described property:

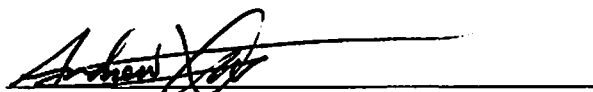
BELL AIRE SUBD S 10' OF LOT 9 ALL OF LOT 10 & N 5' OF LOT 11,
CITY OF SHEBOYGAN, COUNTY OF SHEBOYGAN, STATE OF WISCONSIN.

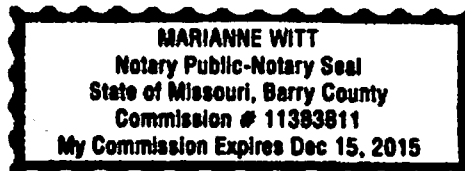
The GRANTOR further grants unto the GRANTEE, its successors and assigns, the right, privilege and easement to enter on said premises for the purposes of laying, patrolling, maintaining, cleaning, repairing and renewing said mini-storm sewer.

GRANTEE shall not specially assess GRANTOR for the mini-storm sewer construction. However, GRANTOR acknowledges and agrees that no site restoration is to be provided by GRANTEE in connection with construction of the mini-storm sewer.

The covenants herein contained shall be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the GRANTOR, has caused the execution of this document on this 27th day of May, 2013.


Andrew K. Xiong
(Sign in the presence of a Notary Public)





STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this _____ day of _____, 2013,
Andrew K. Xiong, to me known to be the person(s) who executed the foregoing instrument and
acknowledged the same.

Notary Public-Sheboygan County
My commission expires _____

ACCEPTED BY: CITY OF SHEBOYGAN

BY:

Michael Vandersteen
Michael Vandersteen
Mayor

ATTEST:

Susan Richards
Susan Richards
City Clerk

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this 22nd day of July, 2013,
Michael Vandersteen, Mayor, and Susan Richards, City Clerk, of the above-named municipal
corporation, to me known to be such Mayor and City Clerk of said corporation, and
acknowledged that they executed the foregoing instrument as such officers of said corporation,
by its authority.

Cinda K. Langhoff
Cinda K. Langhoff
Notary Public-Sheboygan County
My commission expires 3/16/14

Acceptance is authorized by and in accordance with Res. No. 34-13-14.

This instrument drafted by:

Stephen G. McLean
Wisconsin State Bar No. 01011662

EASEMENT



8 1 7 1 4 1 4
Tx:4062250

1974276
SHEBOYGAN COUNTY, WI
RECORDED ON
08/15/2013 3:35 PM
ELLEN R. SCHLEICHER
REGISTER OF DEEDS
RECORDING FEE: 30.00
EXEMPTION #
Cashier ID: 9
PAGES: 3

RETURN TO:

City Attorney Stephen G. McLean
828 Center Avenue, Suite 304
Sheboygan, WI 53081-4442

59281417200

Parcel Ident. No.

(Fortuna)

EASEMENT

THIS INDENTURE, made this 28 day of June, 2013, by and between Jason A. Fortuna and Katherine A. Fortuna, as joint tenants, residing at 2423 David Avenue, Sheboygan, Wisconsin, "GRANTOR," and the City of Sheboygan, a Municipal Corporation of the State of Wisconsin, "GRANTEE";

Return To:
City Attorney
828 Center Avenue
Sheboygan WI 53081

59281-417200
Tax Parcel No.

WITNESSETH:

KNOW ALL MEN BY THESE PRESENTS, that the said GRANTOR, in consideration of the sum of one (\$1.00) dollar and other valuable consideration in hand paid by said GRANTEE, receipt whereof is hereby confessed and acknowledged, and the covenants hereinafter contained, hereby grants a permanent easement to GRANTEE for municipal purposes, to construct and maintain a mini-storm sewer in, under, and along the west five feet (5') of the following described property:

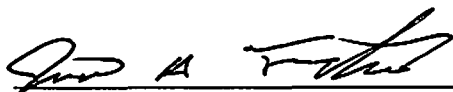
MADISON HEIGHTS SUBD NO 2, LOT 2, BLK 3
CITY OF SHEBOYGAN,
COUNTY OF SHEBOYGAN, STATE OF WISCONSIN

The GRANTOR further grants unto the GRANTEE, its successors and assigns, the right, privilege and easement to enter on said premises for the purposes of laying, patrolling, maintaining, cleaning, repairing and renewing said mini-storm sewer.


GRANTEE shall not specially assess GRANTOR for the mini-storm sewer construction. However, GRANTOR acknowledges and agrees that no site restoration is to be provided by GRANTEE in connection with construction of the mini-storm sewer.

The covenants herein contained shall be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the GRANTOR, has caused the execution of this document on this 28 day of June, 2013.



Jason A. Fortuna
(Sign in the presence of a Notary Public)



Katherine A. Fortuna
(Sign in the presence of a Notary Public)

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this 28 day of June, 2013,
Jason A. Fortuna and Katherine A. Fortuna, to me known to be the person(s) who executed the
foregoing instrument and acknowledged the same.

Wendy J. Gorges
Wendy J Gorges
Notary Public-Sheboygan County
My commission expires 12-20-2015

ACCEPTED BY: CITY OF SHEBOYGAN

BY:

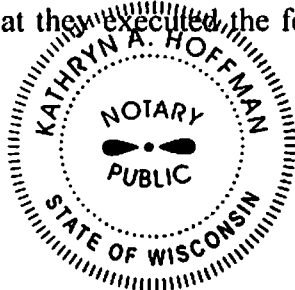
Michael Vandersteen
Michael Vandersteen
Mayor

ATTEST:

Susan Richards
Susan Richards
City Clerk

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this 9th day of August, 2013,
Michael Vandersteen, Mayor, and Susan Richards, City Clerk, of the above-named municipal
corporation, to me known to be such Mayor and City Clerk of said corporation, and
acknowledged that they executed the foregoing instrument as such officers of said corporation,
by its authority.



Kathryn A. Hoffman
Kathryn A Hoffman
Notary Public-Sheboygan County
My commission expires 2-2-14

Acceptance is authorized by and in accordance with Res. No. 34-13-14.

This instrument drafted by:

Stephen G. McLean
Wisconsin State Bar No. 01011662

EASEMENT



8 1 7 1 4 1 6
Tx:4062250

1974278
SHEBOYGAN COUNTY, WI
RECORDED ON
08/15/2013 3:35 PM
ELLEN R. SCHLEICHER
REGISTER OF DEEDS
RECORDING FEE: 30.00
EXEMPTION #
Cashier ID: 9
PAGES: 3

RETURN TO:

City Attorney Stephen G. McLean
828 Center Avenue, Suite 304
Sheboygan, WI 53081-4442

59281613230

Parcel Ident. No.

(Goetsch)

EASEMENT

THIS INDENTURE, made this 9th day of August, 2013, by Timothy A. Goetsch, residing at 1705 N. 27th Place, Sheboygan, Wisconsin, "**GRANTOR**," and the City of Sheboygan, a Municipal Corporation of the State of Wisconsin, "**GRANTEE**";

Return To:
City Attorney
828 Center Avenue
Sheboygan WI 53081

59281-613230
Tax Parcel No.

WITNESSETH:

KNOW ALL MEN BY THESE PRESENTS, that the said **GRANTOR**, in consideration of the sum of one (\$1.00) dollar and other valuable consideration in hand paid by said **GRANTEE**, receipt whereof is hereby confessed and acknowledged, and the covenants hereinafter contained, hereby grants a permanent easement to **GRANTEE** for municipal purposes, to construct and maintain a mini-storm sewer in, under, and along the east six feet (6') of the following described property:


GRACELAND SUBD NO 04, LOT 7 & S 10' OF LOT 6 BLK 9, CITY OF SHEBOYGAN, COUNTY OF SHEBOYGAN, STATE OF WISCONSIN

The **GRANTOR** further grants unto the **GRANTEE**, its successors and assigns, the right, privilege and easement to enter on said premises for the purposes of laying, patrolling, maintaining, cleaning, repairing and renewing said mini-storm sewer.

GRANTEE shall not specially assess **GRANTOR** for the mini-storm sewer construction. However, **GRANTOR** acknowledges and agrees that no site restoration is to be provided by **GRANTEE** in connection with construction of the mini-storm sewer.

The covenants herein contained shall be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the **GRANTOR**, has caused the execution of this document on this 14 day of June, 2013.



Timothy A. Goetsch (Sign in the presence of a Notary Public)

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this 14th day of June, 2013,
Timothy A. Goetsch, to me known to be the person(s) who executed the foregoing instrument
and acknowledged the same.

Donna Jewell

Notary Public-Sheboygan County
My commission expires 3/21/17

ACCEPTED BY: CITY OF SHEBOYGAN

BY:

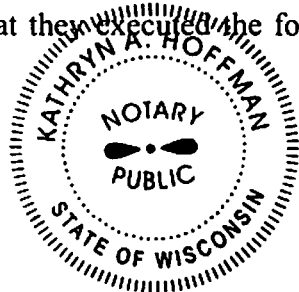
Michael Vandersteen
Michael Vandersteen
Mayor

ATTEST:

Susan Richards
Susan Richards
City Clerk

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this 9th day of August, 2013,
Michael Vandersteen, Mayor, and Susan Richards, City Clerk, of the above-named municipal
corporation, to me known to be such Mayor and City Clerk of said corporation, and
acknowledged that they executed the foregoing instrument as such officers of said corporation,
by its authority.



Kathryn A. Hoffman
Kathryn A. Hoffman
Notary Public-Sheboygan County
My commission expires 2-2-14

Acceptance is authorized by and in accordance with Res. No. 34-13-14.

This instrument drafted by:

Stephen G. McLean
Wisconsin State Bar No. 01011662

II

3.3

UPDATED COPY

R. O. No. - 13 - 14. By CITY CLERK. October 7, 2013.

Submitting various license applications.

Susan Richards
City Clerk

COMMERCIAL OPERATORS LICENSE (December 31, 2013)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3014	BBD	W2830 Cty. D, Cedar Grove
2787	CG Services LLC	N1403 Sauk Trail Rd., Oostburg

TEMPORARY CLASS "B" BEER LICENSE

<u>No.</u>	<u>Name</u>	<u>Address</u>
1030	Bethlehem Lutheran Church	1121 Georgia Ave. - one-day event to be held 10/19/2013 to include part of church.
2547	Friends of the Senior Center	428 Wisconsin Ave. - one-day event to be Held 11/14/2013 to include all of the Senior Center.
3012	Northstar Mens Softball	4002 N. 8 th St. - one-day event to be held 10/12/13 to include the south side parking lot and premise description.

SECONDHAND ARTICLE/JEWELRY (December 31, 2013)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3021	Finders Keepers	1030 Michigan Ave.

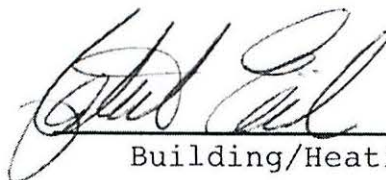
*Hammond / Carlson
All 4 File*

II

R. O. No. - 13 - 14. By BOARD OF CONTRACTORS EXAMINERS.
October 7, 2013

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

2457	Rick Liebman 1633 E Main St. Clintonville, WI 54929	Carpenter Contractor
2463	Craig S Werner 1016 N 28 th St Sheboygan, WI 53081	Carpenter Contractor
2169	Dennis Jung N8847 Little Elkhart Lake Rd Elkhart Lake, WI 53020	Carpenter Contractor
2466	John Vanden Langenberg 1101 N Webster Ave. Green Bay, WI 54302	Carpenter Contractor



Building/Heating Inspector

II

3.13

R. O. No. 133 - 13 - 14. By CITY CLERK. September 16, 2013.

Submitting a communication from Kevin Fetterer, 4th Street Tap, inquiring about purchasing the parking lot of the Armory, east side of the alley to 4th Street.

*City Plan
File*

Susan Richards

City Clerk

April 25, 2013

4th Street Tap
520 N. 4th St.
Sheboygan, WI. 53085

SEP 12 '13 AM 11:06

To whom it may concern,

I am writing in concern to being able to purchase the parking lot of the Armory, east side of the alley to 4th Street. If not available for purchase, we wanted to build a pavilion with a park like setting, planting grass etc. along with parking. The park would be open to all to enjoy, along with I'll have a place where I can run brat fry's, festivals, etc. If not available for purchase, we'd like to know if we were allowed to lease the parking for special functions.

Thank you for your consideration.

Sincerely,

Kevin Fetterer
4th Street Tap

R. C. No. - 13 - 14. By LAW AND LICENSING. October 7, 2013.

Your Committee to whom was referred, pursuant to R. O. No. 137-13-14 by the City Clerk, license applications for the period ending June 30, 2014 and June 30, 2015; recommends that the following licenses be granted:

FERMENTED MALT BEVERAGE LICENSE (June 30, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3010	El Valle LLC	1721 Calumet Dr.
3011	The Green Coffee House	924 N. 14 th St.

CLASS "C" WINE LICENSE (June 30, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3010	El Valle LLC	1721 Calumet Dr.
3011	The Green Coffee House	924 N. 14 th St.

BEVERAGE OPERATOR'S LICENSE (June 30, 2015)

<u>No.</u>	<u>Name</u>
7767	Albrecht, Chris S.
0128	Badtke, Thomas M.
7538	Beeck, Michael K.
0132	Bhatta, Lok Raj
0139	Brown, Joshua T.
0155	Buchholz, Christine A.
0131	Carriveau, Daniel A.
0138	Flaig, Somer M.
0136	Fredricks, Sydney A.
0143	Gottsacker, Robert D.
0145	Johnson, Gerald T.
0137	Krieski, Mindy K.
6911	Lee, Manasty Vang
9340	Malpica, Maritza
0135	Mondragon, Heather L.
9336	Pintor, Christine M.
0144	Rubin, Angela M.
0129	Van Rixel, Jacqueline A.
3028	Vick, Cathy A.
4239	Yurk, Richard C.

TAXICAB OPERATOR'S LICENSE (June 30, 2014)

No. Name

0130 Hameister, Julie M.
0147 Rosenberg, Melissa A.

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. - 13 - 14. By LAW AND LICENSING. October 7, 2013.

Your Committee to whom was referred, pursuant to R. O. 122-13-14 by the City Clerk, license applications for the period ending June 30, 2014 and June 30, 2015; recommends that the following licenses be granted with various caveats (indicated below):

BEVERAGE OPERATOR'S LICENSE (June 30, 2015)

<u>No.</u>	<u>Name</u>	<u>Address</u>
*0123	Cesario, Mark B.	411 Bluff Ave.
*0114	Stewart, Cody D.	1327 North Ave.
0112	Wells, Candice M.	3605 Sheridan Ave., #H9

***Grant contingent upon the application being corrected, and with a warning to include all violations on future applications.**

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VIII

R. C. No. _____ - 13 - 14. By SALARIES AND GRIEVANCES. October 7, 2013.

Your Committee to whom was referred Res. No. 61-13-14 from Alderperson Donohue establishing the monthly premium equivalent rates for the Medical Benefit Plan effective for January 2014 coverage; recommends that the Resolution be passed.

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Other Matters

7.2

Res. No. 61 - 13 - 14. By Alderperson Donohue. September 16, 2013.

A RESOLUTION establishing the monthly premium equivalent rates for the Medical Benefit Plan effective for January 2014 coverage.

RESOLVED: That the monthly premium equivalent rates for the Medical Benefit Plan that will be charged to departments, employees and retirees not on Medicare shall be \$737 for a Single Plan and \$1,731.40 for a Family Plan effective for January 2014 coverage.

BE IT FURTHER RESOLVED: That the monthly premium equivalent rates for the Medical Benefit Plan that will be charged to retirees on Medicare shall be \$620.11 for a Single Plan and \$1,240.24 for a Family Plan effective for January 2014 coverage.

BE IT FURTHER RESOLVED: That the monthly premium equivalent for retirees Family Plan with one on Medicare and one not on Medicare shall be \$1,291 effective for January 2014 coverage.

*Sal. & Shiel
approve*

My Lucretia / Donohue

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VII

R. C. No. - 13 - 14. By SALARIES AND GRIEVANCES. October 7, 2013.

Your Committee to whom was referred Res. No. 47-13-14 from Alderpersons Bohren, Heidemann, Thiel and Versey increasing the contribution for health insurance premiums for the City of Sheboygan elected officials and non-represented employees effective January 1, 2014 and January 1, 2015; recommends that the Resolution be filed.

_____	_____
_____	_____
_____	_____

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

6.9

Res. No. 47 - 13 - 14. By Alderpersons Bohren, Heidemann, Thiel and Versey. August 5, 2013.

A RESOLUTION increasing the contribution for health insurance premiums for City of Sheboygan elected officials and non-represented employees effective January 1, 2014 and January 1, 2015.

WHEREAS, as reported in the April 11, 2013 Milwaukee Journal Sentinel article, "400,000 Fewer Wisconsin Workers Get Health Care Through Employer," that for 2011, the average private sector premium for a single health insurance plan in Wisconsin was \$5,414. The City of Sheboygan single premium is \$8,844 for 2012 and 2013. This is a difference of \$3,430 for each of the 145 single plan employees, or \$497,350 (total). The article also reported that for 2011, the average family health insurance premium for the private sector in Wisconsin was \$15,024.00, which compares with \$20,776.80 for the City's 300 employees with the family plan for 2012 and 2013. The difference is \$5,752.80 per employee, or \$1,725,840 for the 300 employees with the family plan. Thus, City taxpayers are paying \$2,231,900 more for employee health insurance in 2013 than they would, had the premiums been the 2011 amounts reported in the Milwaukee Journal Sentinel article; and

WHEREAS, for 2012, the Kaiser Family Foundation and the Health Research Educational Trust reported that the average private sector employee paid 22% of their premium for a family health plan, and the average private sector employee paid 18% of their premium for a single health plan. This compares to the 12% paid by City of Sheboygan employees for their health insurance premiums for 2012 and 2013, or 15% if the employee is not in the City's Wellness Plan; and

WHEREAS, the contribution rates for elected officials and non-represented employees toward their health insurance premiums represent the expected contribution rates by represented employees as they negotiate new contracts in 2014 and 2015.

NOW, THEREFORE, BE IT RESOLVED: That the contribution for health insurance premiums for City of Sheboygan elected officials and non-represented employees be raised to 15% (18% if the elected official or non-represented employee does not participate in the City's Wellness Program) effective January 1, 2014.

BE IT FURTHER RESOLVED: That the contribution for health insurance premiums for City of Sheboygan elected officials and non-represented employees be raised to 18% (21% if the elected official or non-represented employee does not participate in the City's Wellness Program) effective January 1, 2015.

Sal Street
Eliminate whole
Hammors/Carlson
Ages: 13
Naq: Bohren - 2
Versey
fill

BE IT FURTHER RESOLVED: RESOLVED that, in fairness to City of Sheboygan elected officials and non-represented employees, the above proposed contribution rates for elected officials and non-represented employees health insurance premiums will be the expected contribution rates by represented employees as they negotiate new contracts in 2014 and 2015.

James A. Bohrer

J. M. C.

Bill [unclear]

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

V

R. C. No. _____ - 13 - 14. By PUBLIC PROTECTION AND SAFETY. October 7, 2013.

Your Committee to whom was referred Com. 17-13-14 from Jane Weber requesting a "No Dogs Allowed" sign at the end of Indiana Avenue; recommending to file and post "No dogs allowed" at the end of Indiana Avenue near the beach.

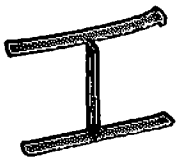
_____	_____
_____	_____
_____	_____

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



3.1

Com. No. 17 - 13 - 14. September 3, 2013.

Submitting a communication from Jane Weber requesting a "No Dogs Allowed" sign at the end of Indiana Ave.

Presented to the Common Council by Alderperson


Heidemann

pp. 5.

Richards, Sue

From: Joseph Heidemann <jheidemann@rcspkg.com>
Sent: Wednesday, August 21, 2013 11:58 AM
To: Richards, Sue
Subject: correspondence

Sue,

Jane Weber of 1125 South 12th phone 4526897. She would like a No Dogs Allowed sign at the end of Indiana Ave. She had an incident that was reported to the Sheboygan Police Department. Please forward a communication to PP & S to have them consider. Thanks.

Joe Heidemann

This e-mail and any files transmitted with it may contain information that is privileged, confidential, and protected from disclosure and it is intended solely for the use of the individual or entity to whom it is addressed. If you are not the named addressee, or responsible for delivery of the message to such person, you should not disseminate, distribute or copy this e-mail; please notify the sender immediately and delete this e-mail from your system.

V

R. C. No. _____ - 13 - 14. By PUBLIC PROTECTION AND SAFETY. October 7, 2013.

Your Committee to whom was referred Com. 18-13-14 from Patricia Hornes stating that she is concerned that Sheboygan no longer has a target range in the basement of Urban Middle School for her or others to have any shooting practice; recommends that the Communication be filed.

_____ 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


I

3.2

Com. No. 18 - 13 - 14. September 3, 2013.

Submitting a communication from Patricia Hornes stating that she is concerned that Sheboygan no longer has a target range in the basement of Urban Middle School for her or others to have any shooting practice.

Presented to the Common Council by Alderperson


Hermann

PP+S

Communication From Alderman
Herrman to Public
Protection and Safety Commission

I recently spoke to Patricia
Hornes 944 High Court, Ave.
Patricia is concerned that
Sheboygan no longer has a
target range in the basement
at Urban Middle School for
her or others to take ~~any~~
any shooting practice. or for
others to practice.

Mrs Hornes claims that ~~the~~
the closest range ~~is~~ is one
hour away in Fond Du Lac.

I agree that there needs to
be a target range within
the city limits

Patricia Hornes

VIII

R. C. No. _____ - 13 - 14. By PUBLIC PROTECTION AND SAFETY. October 7, 2013.

Your Committee to whom was referred Res. 56-13-14 by Alderperson Carlson authorizing the appropriate City Officials to submit an application for the Wisconsin Department of Justice Heroin Initiative 2013 and administer the grant if awarded; recommends that the Resolution be passed.

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

5.4

Res. No. 56 - 13 - 14. By Alderperson Carlson. September 3, 2013.

A RESOLUTION authorizing the appropriate City Officials to submit an application for the Wisconsin Department of Justice Heroin Initiative 2013 and administer the grant if awarded.

WHEREAS, funding up to \$25,000 is available from the Wisconsin Department of Justice (DOJ) for five local communities to implement multi-disciplinary approaches to mitigate heroin issues; and

WHEREAS, a local law enforcement agency must be the lead agency and must be the grant applicant; and

WHEREAS, all expenses must be new and cannot replace existing state or local government funding; and

WHEREAS, heroin trafficking and heroin use have dramatically risen throughout the State of Wisconsin, including the City of Sheboygan and data indicates that the trafficking and usage are increasing threats that must be addressed due to the negative effects that coincide with their use; and

WHEREAS, the Sheboygan Police Department is seeking funds to implement a multi-disciplinary approach to mitigate issues associated with an increase in heroin use in the City and County of Sheboygan. The goals of this approach include: 1) to provide service providers with the information needed to understand the issues associated with heroin abuse, identify service gaps and implement best practices between collaborating agencies to ensure successful treatment, 2) increase awareness by educating the greater community, 3) reduce reoffending through greater awareness of treatment alternatives within the community and 4) reduce heroin related deaths by greater awareness of the problem and availability of medical intervention during overdose events.

PPS -

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan Common Council authorizes the Chief of Police to submit an application to the Wisconsin Department of Justice Heroin Initiative 2013 grant announcement and administer the grant if awarded.

Susan J. Spoor

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. _____ - 13 - 14. By PUBLIC PROTECTION AND SAFETY. October 7, 2013.

Your Committee to whom was referred Res. 57-13-14 by Alderperson Carlson authorizing the Sheboygan Police Department to submit a grant application to the American Automobile Association for the purchase of an intoxiclock device; recommends that the Resolution be passed.

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

5.5

Res. No. 57 - 13 - 14. By Alderperson Carlson. September 3, 2013.

A RESOLUTION authorizing the Sheboygan Police Department to submit a grant application to the American Automobile Association for the purchase of an intoxiciclock device.

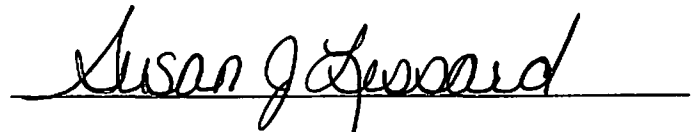
WHEREAS, the American Automobile Association (AAA) was founded over 100 years ago for the purpose of lobbying for driver and passenger rights, fair laws, safer vehicles and safety improvements and is committed to being a good corporate neighbor and has a grant program open to local law enforcement; and

WHEREAS, those who over-indulge on alcohol can suffer short and long-term medical issues, are more likely to commit crimes, be victims of crime and are more likely to drive under the influence of alcohol; and

WHEREAS, the Sheboygan Police Department has identified the need for an evidence-based alcohol education class in the City of Sheboygan and has been unable to locate other resources within the community willing to provide this class and the Sheboygan Police Department is gathering resources to offer such a class; and

WHEREAS, the intoxiciclock is a device that can be programmed to an individual's height, weight and sex and then show how different numbers and types of alcoholic beverages impact a person's blood alcohol concentration making it an important tool for demonstrating the effects of alcohol on the body.

NOW, THEREFORE, BE IT RESOLVED: that the City of Sheboygan Common Council authorizes the Chief of Police to submit an application to the American Automobile Association for the purchase of an intoxiciclock device and administer the grant if awarded.



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. _____ - 13 - 14. By PUBLIC PROTECTION AND SAFETY. October 7, 2013.

Your Committee to whom was referred the following:

1. R. O. 143-13-14 by the Purchasing Agent submitting bids for purchasing one 4WD Pickup for the Fire Department; and
2. Res. 59-13-14 by Alderperson Carlson for the purchase of one 4WD Pickup for the Fire Department;

recommends that the Report of Officer be accepted and filed and the Resolution be passed.

 _____ Committee

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

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

III

4.3

Res. No. 59 - 13 - 14. By Alderperson Carlson. September 10, 2013.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the purchase of one (1) 4WD Crew Cab Pickup Truck for the Sheboygan Fire Department for use as a command vehicle.

WHEREAS: The Sheboygan Fire Department in need of a suitable vehicle to replace a 1995 GM Suburban as well as needing the ability to tow the Survive Alive house and;

WHEREAS: The Fire Department has determined that a 4WD Pickup truck with a Crew Cab and shortened cargo box with cap will fulfill their requirements and;

WHEREAS: The Purchasing Agent solicited bids for all three vehicles and has determined that the low bid meets the City's requirements but it is advantageous to the City to consider the second low bid due to a number of distinct differences from one manufacturer to another;

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract for the purchase of one 2014 Chevrolet Silverado 4WD Pickup truck including the necessary options and license and title fees in the amount of \$ _____ from Sheboygan Chevrolet Cadillac Buick GMC;

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw the funds from in payment thereof.

pprb

Daryl D. Ah

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

Dated _____ 20____, City Clerk

Approved _____ 20____, Mayor

II

3.12

R. O. No. 143 - 13 - 14. By PURCHASING AGENT. September 16, 2013.

Submitting an evaluation of Request for Bids #1734-13-3 received on September 5, 2013 for the purchase of one 4WD Pickup for the Fire Department. Emergency lighting and accessories will be purchased separately and installed by the City following receipt of the vehicle.

Dealer	2014 4WD Crew Cab Pickup
Badger Truck Center	Ford F-250 XLT \$ 31,450.00
Ewalds Hartford Ford	Ford F-250 XLT \$31,406.50 Low Bid
Ewalds Chevrolet Buick	Chevrolet Silverado LT 2500 \$ 32,470.50
Sheboygan Chevrolet	Chevrolet Silverado LT 2500 \$ 31,727.51 Recommended

The truck proposed by Sheboygan Chevrolet Cadillac Buick GMC, while not the low bid, has been determined to be a better value for the Fire Department for the following reasons:

The Ford F-250 requires the front hubs to be manually locked into position from outside the vehicle before the four wheel drive can be activated.

The Chevrolet carries a 5 Year/100,000 Mile powertrain warranty versus 5 years/60,000 miles for the Ford.

The Chevrolet comes with free oil changes and tire rotations in the first two years of ownership.

The Chevrolet features an EPA combined rating of 21 MPG versus a rating of 16 MPG on the Ford.

PPB

In consideration of the above, the recommendation is to purchase the Chevrolet Silverado for this application and award the bid to Sheboygan Chevrolet Cadillac Buick GMC.

Respectfully submitted,

Bernard R. Rammer

~~IX~~

R. C. No. _____ - 13 - 14. By PUBLIC PROTECTION AND SAFETY. October 7, 2013.

Your Committee to whom was referred Gen. Ord. No. 24-13-14 by Alderpersons Carlson and Heidemann creating section 118-137 of the Municipal Code, entitled "Trailer Parking," so as to prohibit overnight parking of trailers in the city; recommends that the Ordinance be passed.

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



7.2

Gen. Ord No. 24 - 13 - 14. By Alderpersons Carlson and Heidemann.
September 3, 2013.

AN ORDINANCE creating section 118-137 of the Municipal Code, entitled "Trailer Parking," so as to prohibit overnight parking of trailers in the city.

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

Section 1. Section 118-137 of the Sheboygan Municipal Code is hereby created to read as follows:

"Sec. 118-136. Overnight parking of trailers prohibited

(a) Definition

"Trailer" means a vehicle without motive power designed for carrying property or passengers wholly on its own structure and for being drawn by a motor vehicle, but does not include a mobile home.

(b) Restrictions.

Except as provided in paragraph (c), no trailer or boat may be parked on a street within the city between the hours of 11:00 p.m. and 5:00 a.m.

(c) Exceptions.

The restrictions on parking in this section do not apply when:

- (1) The trailer, or a motor vehicle to which the trailer is attached, becomes disabled while on the highway in such a manner or to such an extent that it is impossible to avoid stopping or temporarily leaving the vehicle in the prohibited place; or,
- (2) The stopping of the trailer is necessary to avoid conflict with other traffic or to comply with traffic regulations or the directions of a traffic officer or traffic control sign or signal; or,
- (3) The trailer is actively being loaded or unloaded; or,
- (4) The trailer is legally attached to a registered and operable motor vehicle, provided that trailer and vehicle are in compliance with all other parking provisions, including the provisions of sec. 118-127; or,
- (5) The owner or operator of any trailer or boat has requested and obtained a waiver of the restrictions of this section from the police department. The police department shall give no more than a

PPS

total of six such waivers to people living at a given address in one calendar year.

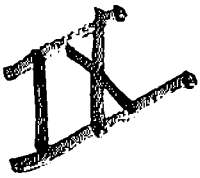
Section 2. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

Susan J. Gessard

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



R. C. No. - 13 - 14. By PUBLIC PROTECTION AND SAFETY. October 7, 2013.

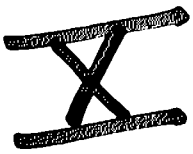
Your Committee to whom was referred Gen. Ord. No. 25-13-14 by Alderperson Carlson amending various portions of Chapter 26 of the Municipal Code relating to establishment of new fees for permits issued by the Building Inspection Division of the City of Sheboygan; recommends that the Ordinance be passed.

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



Gen. Ord. No. 25- 13 - 14. By Alderperson Carlson. September 3, 2013.

AN ORDINANCE amending various portions of Chapter 26 of the Municipal Code relating to establishment of new fees for permits issued by the Building Inspection Division of the City of Sheboygan.

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

Section 1. Subsections (1), (17) and (22) of Section 26-38 of the Sheboygan Municipal Code entitled "Plan examination and permit fees" are hereby amended as follows to require the indicated fee:

"Sec. 26-38. *Plan examination and permit fees.*

The following are plan examination and permit fees assessed by the city:

(1) Minimum fee\$50.00

Exceptions, all fences and stairways40.00

. . . .

(17) Occupancy permits:

Residential, per unit50.00

Office, commercial and industrial250.00

DOUBLE FEES: UPON FAILURE TO OBTAIN A PERMIT BEFORE WORK ON A BUILDING HAS STARTED, EXCEPT IN EMERGENCY CASES, THE TOTAL FEE SHALL BE DOUBLE THE FEE CHARGED.

. . . .

(22) Permit to start construction of footing and foundation:

1. UDC buildings250.00

2. Early start - All other buildings200.00"

PPS

Section 2. Subsection (b) of Section 26-966 of the Sheboygan Municipal Code entitled "Permit fees" is hereby amended to read as follows:

"Sec. 26-966. *Permit fees.*

. . . .

- (b) Application for a permit for the following plumbing work shall be accompanied by a fee computed as set forth below, but in no event less than Fifty dollars (\$50.00).
- (1) Ten dollars (\$10.00) for each fixture installed, roughed in, or opening provided for future installation of fixture or water connected appurtenance or appliance.
 - (2) Ten dollars (\$10.00) for each water heater.
 - (3) Fifty dollars (\$50.00) for sanitary or storm sewer connection at main, curb, or lot line.
 - (4) Fifty dollars (\$50.00) for sanitary or storm sewer relayed from main, curb, or lot line.
 - (5) Fifty dollars (\$50.00) for building drain or relayed building drain.
 - (6) Fifty dollars (\$50.00) for installing new water service from main, curb, or lot line.
 - (7) Fifty dollars (\$50.00) for water service relayed from main, curb, or lot line.
 - (8) Ten dollars (\$10.00) for each connection to building drain used to convey waste water or other materials aside from plumbing fixtures.
 - (9) Ten dollars (\$10.00) for each conductor or drain connected to the storm sewer.
 - (10) Fee for existing structures to be connected to the City sewerage system shall include Ten dollars (\$10.00) for each plumbing fixture or drain installed prior to such connection.
 - (11) Fifty dollars (\$50.00) for the disconnection of an abandoned sewer or water service.

- (12) Fifty dollars (\$50.00) for repairs to water, sanitary and storm sewer lateral.
- (13) Forty dollars (\$40.00) per one hundred (100) feet or fraction for private sanitary or storm sewer main.
- (14) Forty dollars (\$40.00) per manhole in private sanitary or storm sewer main.
- (15) Connection fee to private interceptor sanitary or storm main shall be Five Hundred dollars (\$500.00) for residential and One Thousand dollars (\$1,000.00) for a commercial connection.
- (16) Connection fee to private interceptor or storm sewer main shall be One Thousand Five Hundred dollars (\$1,500.00) for an industrial connection.
- (17) Fifty dollars (\$50.00) inspection fee for private sewer lateral.
- (18) Forty dollars (\$40.00) per one hundred (100) feet or fraction for private water main.
- (19) Fifty dollars (\$50.00) inspection fee for private water lateral."

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.

Susan J. Gussard

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



R. C. No. - 13 - 14. By PUBLIC PROTECTION AND SAFETY. October 7, 2013.

Your Committee to whom was referred Gen. Ord. No. 26-13-14 by Alderperson Carlson requiring east and westbound traffic on Arizona Ave. and Elm Ave. to stop at S. 21st St.; recommends that the Ordinance be passed.

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

X

6.1

Gen. Ord. No. 26 - 13 -14. By Alderperson Carlson. September 16, 2013.

AN ORDINANCE requiring east and westbound traffic on Arizona Ave. and Elm Ave. to stop at S. 21st St.

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

Section 1. Pursuant to Section 118-126 of the Municipal Code entitled, "Prohibitions and Restrictions Authorized," stop signs shall be added requiring east bound and west bound traffic on Arizona Ave. to stop at the intersection of S. 21st St. and Arizona Ave. and Elm Ave.

Section 2. The Department of Public Works and the Police Department are hereby authorized and directed to add the sign(s) to give notification of the aforementioned change.

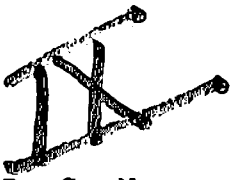
Section 3. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

ppd's

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor



R. C. No. _____ - 13 - 14. By PUBLIC PROTECTION AND SAFETY. October 7, 2013.

Your Committee to whom was referred Gen. Ord. No. 27-13-14 by Alderperson Carlson repealing Gen. Ord. 40-02-03 creating a no parking, stopping, standing zone on the south side of Cooper Ave. west of N. 20th St.; recommends that the Ordinance be passed.

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

~~II~~

6.2

Gen. Ord. No. 27 - 13 - 14. By Alderperson Carlson. September 17, 2013.

AN ORDINANCE repealing Gen. Ord. 40-02-03 creating to a no parking, stopping, standing zone on the south side of Cooper Ave. west of N. 20th St.

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

Section 1. Pursuant to Section 118-126 of the Municipal Code entitled, "Prohibitions and Restrictions Authorized," Gen. Ord. 40-02-03, which created a no parking, stopping, or standing zone on the south side of Cooper Avenue, is hereby repealed.

Section 2. The Department of Public Works and the Police Department are hereby authorized and directed to remove the signs giving notification of the repealed parking restriction.

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

PPS

Daryl D. Carlson

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

IX

R. C. No. - 13 - 14. By PUBLIC PROTECTION AND SAFETY. October 7, 2013.

Your Committee to whom was referred Gen. Ord. No. 28-13-14 by Alderperson Carlson creating a no parking zone from 7 a.m. until 4 p.m. on school days on the north side of Cooper Ave. west of N. 20th St.; recommends that the Ordinance be passed.

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor



R. C. No. - 13 - 14. By PUBLIC PROTECTION AND SAFETY. October 7, 2013.

Your Committee to whom was referred Gen. Ord. No. 29-13-14 by Alderperson Carlson creating a no parking zone effective December 1st through April 1st on the south side of Ontario Ave. west of N. 14th St.; recommends that the Ordinance be passed.

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

R. C. No. _____ - 13 - 14. By PUBLIC PROTECTION AND SAFETY. October 7, 2013.

Your Committee to whom was referred Gen. Ord. No. 30-13-14 by Alderperson Heidemann creating a no parking zone in the alley north of Jefferson Ave. and south of Pennsylvania Ave. between S. 9th St. and Water St.; recommends that the Ordinance be passed.

Committee

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

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor

~~A~~

6.5

Gen. Ord. No. 30 - 13 - 14. By Alderperson Heidemann. September 16, 2013.

AN ORDINANCE creating a no parking zone in the alley north of Jefferson Ave. and south of Pennsylvania Ave. between S. 9th St. and Water St.

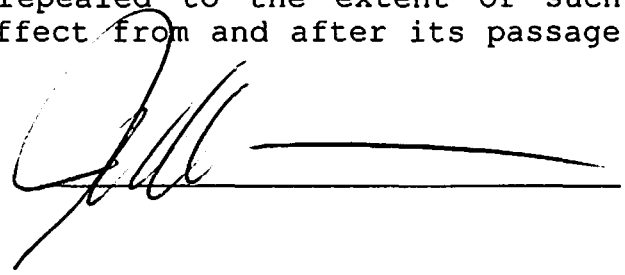
THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

Section 1. Pursuant to Section 118-126 of the Municipal Code entitled "Prohibitions and Restrictions Authorized", the entire alley located 165' south of the south curb line of Pennsylvania Ave. is hereby added to the list of locations where no parking is permitted.

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

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

PPS



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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor



R. C. No. - 13 - 14. By PUBLIC PROTECTION AND SAFETY. October 7, 2013.

Your Committee to whom was referred Gen. Ord. No. 31-13-14 by Alderperson Carlson creating a no parking zone on the west side of S. 24th St. south of Union Ave.; recommends that the Ordinance be passed.

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

IX

R. C. No. _____ - 13 - 14. By PUBLIC PROTECTION AND SAFETY. October 7, 2013.

Your Committee to whom was referred Gen. Ord. No. 32-13-14 by Alderperson Carlson creating a no parking zone on the north side of Union Ave. between S. 26th St. and S. 25th St.; recommends that the Ordinance be passed.

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

X

6.7

Gen. Ord. No. 32 - 13 - 14. By Alderperson Carlson. September 16, 2013.

AN ORDINANCE creating a no parking zone on the north side of Union Ave. between S. 26th St. and S. 25th St.

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

Section 1. Pursuant to Section 118-126 of the Municipal Code entitled "Prohibitions and Restrictions Authorized," the north side of Union Avenue from 80' east of the east curb line of S. 26th St. to 113' east of the east curb line of S. 26th St. is hereby added to the list of locations where no parking is permitted.

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

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

PPS

Ray J. Cole

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. _____ - 13 - 14. By PUBLIC WORKS. October 7, 2013.

Your Commission to whom was referred the following:

1. R. O. No. 144-13-14 by the Purchasing Agent, submitting an evaluation of Request for Bids #1734-13-3 received on September 5, 2013 for the purchase of 4WD Pickup for the Department of Public Works; and
2. Res. No. 60-13-14 by Alderperson Heidemann authorizing entering into contract for the purchase of one (1) 4WD Pickup Truck for the Department of Public Works;

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

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

4.2

Res. No. 60 - 13 - 14. By Alderperson Heidemann. September 16, 2013.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the purchase of one (1) 4WD Pickup Truck for the Department of Public Works.

WHEREAS: The Department of Public Works is in need of a suitable vehicle for use by the Superintendent of Parks & Forestry.

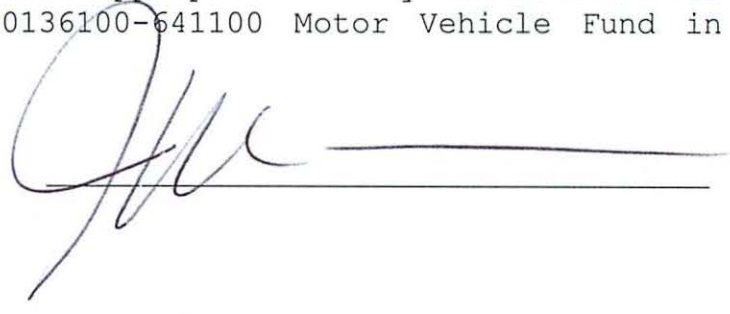
WHEREAS: Resolution No. 45-13-14 approved the solicitation of sealed bids for this vehicle.

WHEREAS: The Purchasing Agent solicited bids for all three vehicles and has determined that the low bid meets or exceeds the City's requirements:

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract for the purchase of one 2014 4WD Pickup truck including the necessary options and license and title fees in the amount of \$26,231.16 from Sheboygan Chevrolet Cadillac Buick GMC;

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw the funds from 70136100-641100 Motor Vehicle Fund in payment thereof.

*P.W.
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

3.10

R. O. No. 144- 13 -14. By PURCHASING AGENT. September 16, 2013

Submitting an evaluation of Request for Bids #1734-13-3 received on September 5, 2013 for the purchase of one 4WD Pickup for the Department of Public Works.

Dealer	2014 4WD Ext. Cab Pickup
Badger Truck Center Milwaukee	Ford F-150 XL \$26,510.00
Ewald's Hartford Ford Hartford	Ford F-150 XL \$ 26,300.50
Ewald's Chevrolet Buick Oconomowoc	Chevrolet Silverado WT 1500 \$27,087.50
Sheboygan Chevrolet Sheboygan	Chevrolet Silverado WT 1500 \$ 26,231.16

The truck proposed by Sheboygan Chevrolet Cadillac Buick GMC (Low bid) has been found to meet or exceed all of the specifications and therefore is recommended for award.

*P.W.
Ac & file*

Respectfully submitted,

Bernard R. Rammer

II

R. O. No. - 13 - 14. By DIRECTOR OF PLANNING & DEVELOPMENT.
October 7, 2013.

Submitting the 2014 Harbor Centre Business Improvement District BID
Statement of Purpose, Operating Plan and 2014 BID Operating Budget.

Director of Planning & Development

BID STATEMENT OF PURPOSE (10/01/2013)

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

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

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

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

The BID funds will not be used for infrastructure improvements but rather will be used to recruit new businesses, promote the area, increase tourism, and organize special events.

BID BENEFICIARIES

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

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

RETAILERS:

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

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

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

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

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

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

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

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

BID BOARD OF DIRECTORS

EXECUTIVE COMMITTEE

HARBOR CENTRE DEVELOPMENT COORDINATOR

**ORGANIZATION AND ECONOMIC
COMMITTEE**

**FINANCE
COMMITTEE**

**PROMOTION
COMMITTEE**

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

The board will conduct its affairs under the open meeting law and will keep minutes for public record.

BID BOARD OF DIRECTORS

The Board shall consist of 11 members in size for two year staggered terms and are composed of five business owners, representing owners of commercial businesses in the district; five property owners, representing owners of commercial property in the district; and one government member, representing the City of Sheboygan, all of whom are appointed by the Mayor and confirmed by the Common Council of the City of Sheboygan.

In addition, Board members should be representative of different areas within the district, as well as large and small businesses.

BID GOALS AND OBJECTIVES

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

1. Management – The Board of Directors will maintain a professional staff member who will be responsible for the following:
 - a. Recruit new business to the district
 - b. Coordinate activities with other development groups
 - c. Interact with city government
 - d. Lobby for redevelopment programs
 - e. Act as a clearing house for information
 - f. Manage activities day-to-day
 - g. Create and coordinate special events
2. Organization and Economic – The Board of Directors will coordinate its activities with the Sheboygan County Chamber of Commerce, the Sheboygan County Economic Development Corporation, and the City. The committee will work to improve the economic environment of the Harbor Centre by developing a business retention and recruitment program.
3. Promotion – The Board of Directors will direct a Promotion Committee to develop and maintain a consistent, positive and attractive image for the Harbor Centre. The Promotion Committee will develop an aggressive media and events campaign to actively promote the area as an attractive, desirable place to live, work, shop and be entertained.
4. Finance – The Board of Directors will direct a Finance Committee to monitor the financial aspects, budgeting, and funding goals of the Harbor Centre.

BID SPECIAL ASSESSMENT AND EXEMPTIONS

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

The proposed BID assessment is \$2.15 per \$1,000 of assessed valuation. The property owners on leased City land will be assessed on the basis of the assessed value of their improvements on the property.

In addition, the following minimums and maximums will apply:

- a.) BID fee would be a minimum of \$200.00
- b.) BID fee would be a maximum of \$7500.00

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

2014 BID OPERATING BUDGET**

Wages/Benefits	\$ 46,000.00
Supplies/Postage/Phone	3,000.00
Rent	7,500.00
Insurance/Taxes	4,000.00
Meetings/Travel	2,000.00
Professional Fees	5,500.00
Master Plan Implementation	20,000.00
Marketing/Events	45,000.00
Map & Events Guide	<u>2,000.00</u>
	\$135,000.00

****Note: Preliminary Budget Draft. Use of reserve contingency fund and final budget will be submitted upon execution of comprehensive master plan implementation and subsequent board approval.**

Dave Hoffman

R. O. No. - 13 - 14. By DIRECTOR OF PLANNING & DEVELOPMENT.
October 7, 2013.

Submitting the 2014 City of Sheboygan Tourism budget request from the Sheboygan County Chamber of Commerce for Room Tax Profit and Loss, and related documents.

Director of Planning and Development

2014 Sheboygan Tourism Profit & Loss

Income	Budget	Actual	Var +/-	Notes
City of Sheboygan Deferred Balance	136,000	0	-136,000	0
4400 City of Sheboygan	353,000	0	-353,000	Income only; does not include recognized funds for expenses
4405 Town of Sheboygan	30,300	0	-30,300	0
4420 Twilight Series Sponsors	11,600	0	-11,600	
4421 4th of July Sponsors	86,500	0	-86,500	
4424 Discover Wisconsin	0	0	0	0
4425 Miscellaneous Income	0	0	0	0
Total Income	617,400	0	-617,400	0
Gross Profit	617,400	0	-617,400	0
Expenses				
6480 Salary & Benefits	164,502	0	164,502	0
6475 City Overhead/Staff	30,000	0	30,000	Tourism staff only.
6469 Tourism Increases/Bonus	10,000	0	10,000	
6400 Travel & Meetings	8,000	0	8,000	Tourism staff only.
6405 General Event Promo	8,000	0	8,000	Mileage/Lodging/General Mtg. Expenses
6409 Tourism Board	1,000	0	1,000	Misc. event promo & novelty giveaways
6410 Joint Marketing Projects	2,000	0	2,000	0
6411 Membership Fees	3,400	0	3,400	Joint projects with affiliates (i.e. WIHTA & TASC)
6412 Licenses & Fees	500	0	500	0
6415 Billboard	80,000	0	80,000	ASCAP for 2013 pd 2/20/13
6425 Familiarization Tours	4,000	0	4,000	0
6530 Web Design & Maintenance	1,000	0	1,000	0
6431 Video/Photos	2,000	0	2,000	0
6435 Events/Conferences/Trade Shows	14,000	0	14,000	0
6440 Print/Online Ads	19,000	0	19,000	0
6444 TV ads	38,000	0	38,000	Does not include visitors guide distribution.
6445 Radio	20,000	0	20,000	DW & Bowling Ad
6455 Twilight Concerts	11,495	0	11,495	
6456 4th of July	77,300	0	77,300	
6464 Internet	1,200	0	1,200	0

6465 Shipping/Postage/Distribution	25,000	0	25,000	Includes direct mail print and mail exps.
6470 Miscellaneous	7,000	0	7,000	0
Total Expenses	<u>527,397</u>	0	<u>527,397</u>	0
Ending Balance	<u>90,003</u>	0	<u>-1,144,797</u>	0

100% Room Tax Collected by the City of Sheboygan						Primer	1.428571	70% Room Tax Contributed to Tourism					
Year	Q1 Room Tax	Q2 Room Tax	Q3 Room Tax	Q4 Room Tax	Total Room Tax			Year	Q1 Room Tax	Q2 Room Tax	Q3 Room Tax	Q4 Room Tax	Total Room Tax
2005	57,478	102,151	147,394	71,413	378,436		2005	40,235	71,506	103,176	49,989	264,905	
2006	61,335	101,853	167,946	82,379	413,513		2006	42,934	71,297	117,562	57,665	289,459	9.27%
2007	65,219	104,948	170,909	79,887	420,963		2007	45,653	73,464	119,636	55,921	294,674	1.80%
2008	71,682	124,476	168,167	83,867	448,193		2008	50,177	87,134	117,717	58,707	313,735	6.47%
2009	58,251	93,778	178,698	59,613	390,340		2009	40,776	65,645	125,089	41,729	273,238	-12.91%
2010	47,084	107,706	158,802	70,671	384,263		2010	32,959	75,394	111,161	49,470	268,984	-1.56%
2011	53,496	118,500	193,482	96,771	462,250		2011	37,448	82,950	135,438	67,740	323,575	20.30%
2012	81,098	144,916	236,797	88,166	550,978		2012	56,769	101,441	165,758	61,716	385,684	19.19%
2013	79,804	148,038	200,000	97,143	524,986		2013	55,863	103,627	140,000	68,000	367,490	
2014	71,429	137,143	210,000	85,714	504,286	Projected	2014	50,000	96,000	147,000	60,000	353,000	Projected
2014	0	0	0	0	0	Actual	2014	0	0	0	0	0	Actual
2014	-81,098	-144,916	-236,797	-88,166	-550,978	Var +/- LY	2014	-55,863	-103,627	-140,000	-68,000	-367,490	Var +/- LY
2014	0.00%	0.00%	0.00%	0.00%	0.00%	Var % LY	2014	0.00%	0.00%	0.00%	0.00%	0.00%	Var % of LY
2014	44,865	87,805	213,426	90,217	436,314	3 yr avg	2014	31,405	61,464	149,399	63,152	305,420	3 yr avg

Q1 11	Q2 11	Q3 11	Q4 11
13.62%	10.02%	21.84%	36.93%
Q1 12	Q2 12	Q3 12	Q4 12
51.60%	22.29%	22.39%	-8.89%
Q1 13	Q2 13	Q3 13	Q4 13
-1.60%	2.15%	-15.54%	10.18%

	City Gov. Income	
2005	378,436	113,531
2006	413,513	124,054
2007	420,963	126,289
2008	448,193	134,458
2009	390,340	117,102
2010	384,263	115,279
2011	462,250	138,675
2012	550,978	165,293
2013	524,986	157,496 (projected)
2014	504,286	151,286 (projected)

*NOTE: Blue Harbor room tax collected is not included. Room tax collected by Blue Harbor is designated to make bond payments on the conference center. The bonds mature in 2017.

R. O. No. - 13 - 14. By CITY CLERK. October 7, 2013.

Submitting a claim from Phyllio Toniolo for alleged damages at 1128 Geele Ave. due to a tree owned by the City falling on her property and damaging the rain gutter.

City Clerk

DATE RECEIVED 9-21-13

RECEIVED BY L. Schaefer

CLAIM NO. 7-13

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

TO CITY OF SHEBOYGAN

- 1. Name of Claimant: PHYLLIO P. TONIOLO 53083
- 2. Home address of Claimant: 2216 KROOS CT SHEBOYGAN
- 3. Home phone number: (920) 893-0412
- 4. Business address and phone number of Claimant: 1128 GEELE AVE SHEBOYGAN, WI 53081
- 5. When did ~~damage~~ or injury occur? (date, time of day) 2 YEARS
- 6. Where did damage or injury occur? (give full description) ON THE RAIN GUTTER AT THE BACK OF 1128 GEELE AVE. (ALLEY)
- 7. How did damage or injury occur? (give full description) FALLING TREE FROM PROPERTY OWNED BY CITY OF SHEBOYGAN ON LOGAN AVE. DIRECTLY BEHIND MY PROPERTY
- 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: I try to contact the OWNER BY WAS UNSUCCESSFUL
- 9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
 - (a) Public property alleged to be dangerous: N/A
 - (b) Claimant's statement of basis for such liability: IT CAME TO MY ATTENTION RECENTLY THAT IS OWNED BY THE CITY

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

THE RAIN GUTTER IS DENTED CAUSING WATER TO DRIP DOWN THE WALL

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: \$ 1,093.00

Personal injury: \$ 0

Other: (Specify below) \$ 0

TOTAL

Damaged vehicle (if applicable) N/A

Make: Model: Year: Mileage:

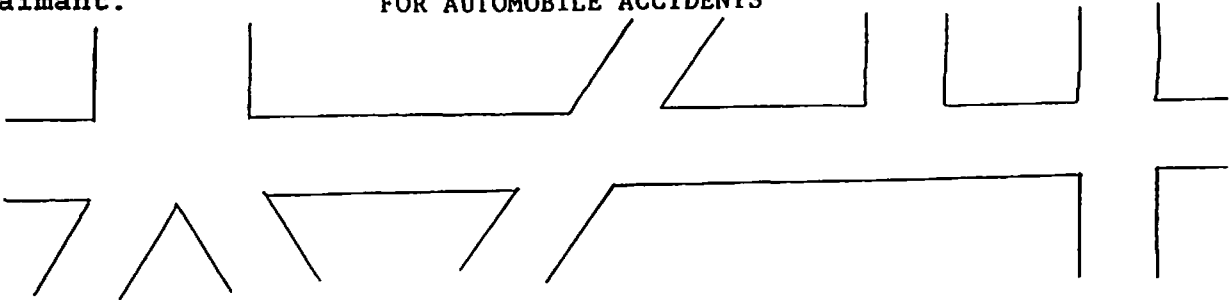
Names and addresses of witnesses, doctors and hospitals:

N/A

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

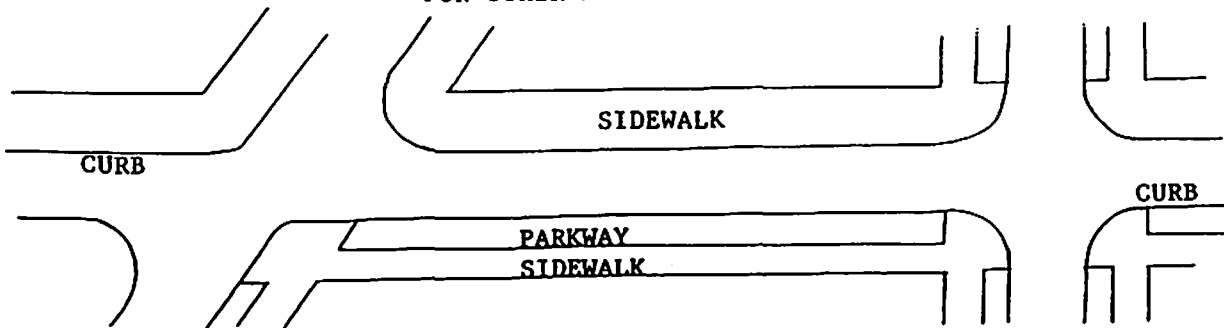
NOTE: If diagrams below do not fit the situation, attach hereto a proper diagram signed by the Claimant.

FOR AUTOMOBILE ACCIDENTS



N/A

FOR OTHER ACCIDENTS



SIGNATURE OF CLAIMANT:

Phyllis P. Prieto

Date:

9/19/13

DATE RECEIVED

9-21-13

RECEIVED BY

L Schroder

CLAIM NO.

7-13

CLAIM

Claimant's Name:

PHYLLIO P. TONELLO

Auto

\$ 0

Claimant's Address:

2216 KROOS CT

Property

\$ 1,093⁰⁰

SHEBOYGAN WI 53083

Personal Injury

\$ 0

Claimant's Phone No.

(920) 893-0412

Other (Specify below)

\$ 0

TOTAL

1,093⁰⁰

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 1,093⁰⁰.

SIGNED:

Phyllio P. Tonello

DATE:

9/19/13

ADDRESS:

2216 KROOS CT

SHEBOYGAN, WI 53083

Oostburg Seamless Gutters

Jon Weavers - Owner

P.O. Box 700106

Oostburg, WI 53070

Phone (920) 564-6996

FAX (920) 564-4027

Job Estimate

HOME	WORK	DATE
		5-20-13

JOB NAME / LOCATION

1128 Geale
Shels

TO Phyllis
2216 Kroos
Sheboygan

JOB DESCRIPTION

Install 5" .032 Seamless Aluminum Gutter

918

Install (6") .032 Seamless Aluminum Gutter

3" (4") 5" Aluminum Downspouts

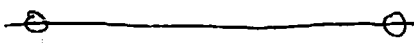
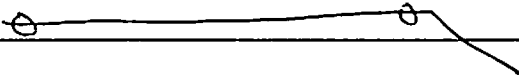
175

Color: Gutter (Cream) Downspouts (Cream)

Gutter Cap

Aluminum soffit + fascia

Includes Tearoff



2 - Gutters Backside Building

(FRONT OF HOUSE)

ESTIMATED BY:

ESTIMATED JOB COST

\$ 1093.00

At this time, approximate lead time is 2 weeks.

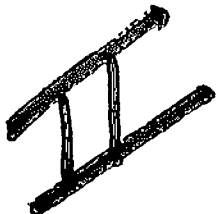
ACCEPTANCE OF PROPOSAL

The above prices and specifications listed above are correct. Price includes all materials, tax and labor; but does not include unforeseen conditions which may be found after the work has begun. Scheduling of the job may or may not be affected by adverse weather conditions. You are authorized to do the work as specified. TERMS: PAYMENT UPON COMPLETION: 1.5% Per month (18% per annum) Finance Charge on unpaid balance over 10 days. PRICES VALID FOR 30 DAYS. AFTER 30 DAYS SUBJECT TO CHANGE WITHOUT NOTICE.

Signature _____

Date: _____

Please sign white copy and return



R. O. No. - 13 - 14 . By CITY CLERK. October 7, 2013.

Submitting a communication from Midlake Softball Organization in regards to the contract for the Wildwood Softball Complex.

City Clerk

September 12th, 2013

To: Common Council, City of Sheboygan

Fr: Midlake Softball Organization

Re: Wildwood Softball Complex

Dear Council.

First of all we would like to thank you and DPW Committee for allowing us to hold our Summer's End Tournament at Wildwood Softball Complex this upcoming weekend.

The second reason for this letter is we understand that the contract between the City of Sheboygan and the Sheboygan Softball Association is up for renewal. Our Organization would also like the opportunity to negotiate with the City to run the softball program there next year.

We are in the process of finalizing our Constitution and By-Laws. We have already applied to the State of Wisconsin for the Non-stock organization and are waiting for the reply. We have our Federal ID Number and are working on getting the 501(c)3 status.

Our By-Laws, which should be finalized soon, include provisions that the Board of Directors include members from DPW, the Recreation Department, and someone from the Parks Department.

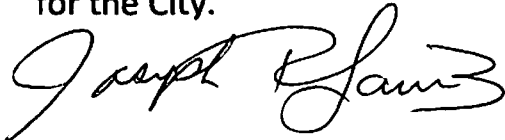
We would also submit monthly financial statements to the City along with our annual report that had to be filed with the IRS.

Further items we are going to include would be a 5 year plan for the Park for improvements. We understand that anything that we would do down there would need approval from the City. We would be willing to be responsible for the up keep of the park while using it during the summer that includes cutting grass,

cleaning of the facilities including the bathrooms and other general up keeping requirements. We already have some ideas on how to make the Park look better.

We are requesting that we be given a chance to talk to you before anything is decided for summer 2014 softball.

We appreciate your time for listening, and thank you. We are trying to improve the softball image for Sheboygan, and hopefully that would bring in more revenue for the City.

A handwritten signature in black ink that reads "Joseph Lamb". The signature is written in a cursive style with a large, stylized "J" and "L".

Joseph Lamb
4010 North 30th Street
Sheboygan, WI 53083-2009
920-459-8722

III

R. O. No. - 13 - 14. By CITY CLERK. October 7, 2013.

Submitting a communication from Edwin L. Fritz requesting a waiver to the Sex Offender Residency restrictions in order to live at 2610D Cross Creek Dr.



City Clerk

Date SEPT 28, 2013

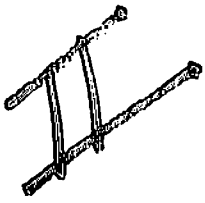
001 113 410084

My name is Edwin L. Fritz

I am requesting a waiver to the Sexual Residency Requirements so I may live at 2610 D CROSS CREEK DRIVE
SHEBOYGAN, WI 53081.

Signature 

Phone No (973) 513-3372.



R. O. No. _____ - 13 - 14. By CITY CLERK. October 7, 2013.

Submitting a communication from the Principal of Jefferson Elementary School asking the "No Parking" signs on 15th and 16th Street be removed for safety of the students, parents and staff members.



City Clerk

Part of the Sheboygan Area School District



JEFFERSON ELEMENTARY SCHOOL

1538 North 15th Street
Sheboygan, WI 53081
(920) 459-3620

Reading Leads to Success

To Whom It May Concern:

The Jefferson Elementary School would like the **No Parking** signs removed on 15th and 16th street. It would help with the parking situation at Jefferson. I also believe it would be safer for the students, parents and staff members. If you have any questions please contact me at 459-3621.

Sincerely,

A handwritten signature in cursive script that reads "B Klein".

B Klein, Phd
Principal

II

R. O. No. _____ - 13 - 14. By CITY CLERK. October 7, 2013.

Submitting a communication from James Gerke requesting a waiver to the Sex Offender Residency restrictions in order to live at 1416 S. 9th St.



City Clerk

Date Tues Oct 1st

OCT 1 10 48:37

My name is James Gierke Leaker

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

1416 S 9th


Signature James Gierke

Phone No 414 795-2922

Brother & dad
got to be out by
Nov 1st so no
residence as of then

R. O. No. _____ - 13 - 14. By CITY CLERK. October 7, 2013.

Submitting a communication from the State of Wisconsin, Department of Workforce Development in regards to the case of Scott Lewandoske vs. the City of Sheboygan.



City Clerk

Department of Workforce Development
Equal Rights Division
119 N. 6th Street, Rm. 723
Milwaukee, WI 53203-1697
Telephone: (414) 227-4384
Fax: (414) 227-4084
TTY: (414) 227-4081

STATE OF WISCONSIN



Department of Workforce Development

Scott Walker, Governor
Reginald J. Newson, Secretary
Joe Handrick, Division Administrator

September 17, 2013
SCOTT W LEWANDOSKE
2201 ERIE AV APT C216
SHEBOYGAN WI 53081
Complainant

vs

CITY CLERK
CITY OF SHEBOYGAN
828 CENTER AV STE 301
SHEBOYGAN WI 53081
Respondent

SEP 18 '13 9:11:41

Re: ERD Case No. CR201302537
EEOC Case No. 26G201301384C

The Equal Rights Division (ERD) received the enclosed complaint alleging that the Respondent violated the Wisconsin Fair Employment Law. Both the Complainant and the Respondent will be notified by letter when an Equal Rights Officer is assigned to investigate the complaint. No further information is needed from the Complainant at this time.

To the Respondent:

Please provide a written response to this complaint within 45 days of the date of this letter. Respond to each allegation in the complaint and, if appropriate, raise any jurisdictional or timely filing issues (300-day statute of limitations period). Explain areas where you disagree with the Complainant. Provide any information that supports your position including relevant documentation and comparative data. We ask that you redact any personal information such as social security numbers and home addresses for any others referenced in your response. Include the ERD Case Number, and if applicable, the EEOC Case Number shown above, on all correspondence. Send a copy of your position statement to the Complainant or Complainant's attorney, if represented.

Early Referral Mediation Program

The Equal Rights Division has an Early Referral Mediation Program which provides the opportunity for mediation at all stages of the civil rights complaint process. This program offers the parties the opportunity for earlier, quicker and less costly resolution of a case. When both parties are interested in mediation, the case is assigned to an Administrative Law Judge/Mediator rather than being assigned for investigation to an Equal Rights Officer. If the Respondent is interested in exploring early resolution of this dispute, please notify the Division in writing and this case will be assigned to an Administrative Law Judge.

Both parties will be notified in writing when this case is assigned to an investigator.

Please direct all correspondence and inquiries regarding this matter to me at the address above.

Amy Russell, Equal Rights Supervisor
Civil Rights Bureau
Amy.Russell@dwd.wisconsin.gov

cc: Complainant and Respondent
EEOC

Discrimination Complaint Wisconsin Fair Employment Law

ERD Case #
 CR
 201302537

For office use only
RECEIVED

SEP 12 2013

DWD - EQUAL RIGHTS

Authorization for this form is provided under Section 111.39(1), Wisconsin Statutes. Personal information you provide may be used for secondary purposes [Privacy Law, s. 15.04(1)(m), Wisconsin Statutes].

READ instructions on page two FIRST then type or print in black ink.

1. Complainant Information

First Name SCOTT		
Middle Initial W.		
Last Name LEWANDOSKE		
Street Address/PO Box 2201 ERIE AVE. APT C216		
City SHEBOYGAN	State WI	Zip Code 53081
Telephone Number (920) 452-5709		
E-Mail Address		
May we call the Complainant at work? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Work Telephone Number (-) - - N/A Ext.		

2. Respondent Information

The company, agency, or union you believe discriminated against you. Name only ONE Respondent per form. Do not name an individual person as Respondent		
Name CITY OF SHEBOYGAN		
Street Address/PO Box 828 CENTER AVENUE		
City SHEBOYGAN	State WI	Zip Code 53081
Telephone Number (920) 459-3373 Ext.		
In what Wisconsin county did the violation take place? SHEBOYGAN		

3. CHECK ONLY THE BOXES THAT WERE THE REASON FOR DISCRIMINATION

If you checked a box with an *, the statement in that box must be completed.

I believe the Respondent(s) discriminated or took action against me because

<input type="checkbox"/> of my race * which is _____	<input type="checkbox"/> of my conviction record	<input type="checkbox"/> of polygraph testing
<input type="checkbox"/> of my creed (religion) * which is _____	<input type="checkbox"/> of my age (40 or older) * _____ my date of birth is _____	<input type="checkbox"/> of my military service
<input type="checkbox"/> of my sex * which is _____	<input type="checkbox"/> of my marital status * which is _____	<input type="checkbox"/> of my use or nonuse of lawful products
<input type="checkbox"/> of my pregnancy or maternity	<input type="checkbox"/> of my sexual orientation * which is _____	<input type="checkbox"/> of genetic testing
<input type="checkbox"/> of my national origin/ancestry * which is _____	<input type="checkbox"/> of my color * which is _____	<input type="checkbox"/> of my arrest record
<input checked="" type="checkbox"/> of my disability * which is LEFT FOOT AMPUTATED	<input type="checkbox"/> I filed a previous discrimination complaint with Equal Rights. Enter Case #CR	<input type="checkbox"/> I opposed discrimination in the workplace (refer to direction (c))
<input type="checkbox"/> I declined to attend a meeting or to participate in a communication about religious matters or political matters.		
<input type="checkbox"/> I previously filed a family/medical leave complaint with the Equal Rights Division Enter Case Number: CR	<input type="checkbox"/> I testified or assisted with a discrimination complaint filed with the Equal Rights Division Enter Case Number: CR	
<input type="checkbox"/> I previously filed a wage and hour complaint with the Equal Rights Division Enter Case Number: LS	<input type="checkbox"/> The employer believed that I was going to file a wage and hour complaint with the Equal Rights Division	

4. Dates of discrimination (Required; estimate if unsure)

Date the discrimination began? mm/dd/yyyy 01/30/2013	Date of the most recent discrimination? mm/dd/yyyy 09/09/2013
--	---

5. Statement of discrimination:

Write a brief, concise statement explaining how you were discriminated against. Give the date each action occurred and the name of the person who took the action. Explain how each action(s) was related to the box(es) you checked in section #3 on page one. Include more 8 1/2 x 11 pages if needed.

In April of 2012, I was elected 5th District alderman for the City of Sheboygan. On September 13, 2012, I had my left foot amputated and spent one week in the hospital before going to a nursing home for 10 weeks until the end of November 2012. On December 3, I started using a handicapped parking spot in the back of Sheboygan's city hall (north side) that had been there since 2008 because I now needed a walker or wheelchair. By this door, there was also a small wheelchair lift to avoid stairs that went to the first floor. On January 28, this wheelchair lift broke down. The next day an email was sent out saying that the wheelchair lift would be taken out and not replaced. The handicapped parking spots were also eliminated, but I was told that I could park there (and one other handicapped alderman) and those two spots would be marked as reserved parking for us. I was still able to get in and out of the building from this close parking spot (about 10 feet from the door). I was also discriminated because this was the only door that aldermen had keys for, to get into the building after hours. But, I could not get to any of the floors. On August 19, the common council voted not to replace the wheelchair lift. During the discussion, I said that the building did not meet ADA standards because the ADA required at least three of the six entrances to be wheelchair accessible. TWO DAYS later, an email was sent out saying that four of the public entrances would be closed and no longer able to be used starting on September 3. The two reserved parking spots were also eliminated. This forced me to use a much longer route (from parking on the city street) in order to get into the building. In numerous conversations, I asked city administrator Jim Amodeo to allow me to continue to park in the back. He said no numerous times. On September 9, I struggled up the ramp while talking to Amodeo and said it was difficult for me to get up the ramp and would be worse in winter. HE TOLD ME THAT IF I COULDN'T DO MY JOB, I SHOULD QUIT and that I went about this wrong by contacting the Department of Justice. This was after I asked for reasonable accommodations under the ADA rules. For these reasons, I feel I am being discriminated against.

6. Certification and Signature

By my signature below, I certify that I have read the above complaint, and, under penalties of law, I declare that this complaint is true and correct to the best of my knowledge and belief.

Signature of Complainant or authorized representative <i>Scott Lewandale</i>	Date signed <i>Sept. 9, 2013</i>
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U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
Milwaukee Area Office

310 West Wisconsin Avenue, Suite 800
Milwaukee, WI 53203-2292
Intake Information Group: (800) 669-4000
Intake Information Group TTY: (800) 669-6820
Milwaukee Status Line: (866) 408-8075
Milwaukee Direct Dial: (414) 297-1112
TTY (414) 297-1115
FAX (414) 297-4133 & 3146
Website: www.eeoc.gov

NOTICE TO RESPONDENT

YOUR CHARGE OF EMPLOYMENT DISCRIMINATION HAS BEEN DUAL-FILED WITH THE EQUAL EMPLOYMENT OPPORTUNITY COMMISSION (EEOC).

While EEOC has jurisdiction to investigate this charge (upon expiration of any deferral requirement if this is a charge filed pursuant to Title VII of the Civil Rights Act of 1964, as amended (Title VII), the Americans with Disabilities Act (ADA), as amended or the Genetic Information Non-discrimination Act (GINA), EEOC may suspend its investigation and await the issuance of the Wisconsin Equal Rights Division's (ERD's) final findings and orders. These findings and orders will be given weight by EEOC in making its own determination as to whether reasonable cause exists to believe that discrimination has occurred.

You are therefore encouraged to cooperate fully with the ERD. All facts and evidence provided by you to the Agency will be considered by EEOC when it reviews the Agency's final findings and orders. In many cases EEOC will take no further action, thereby avoiding the necessity of an investigation by both the Agency and EEOC. This likelihood is increased by your active cooperation with the Agency.

As a party to the charge, you may request that EEOC review the final findings and orders of the ERD. For such a request to be honored, you must notify EEOC in writing within 15 days of your receipt of the Agency's final decision and order. If the Agency terminates its proceedings without issuing a final finding and order, you will be contacted further by EEOC.

Regardless of whether the ERD or EEOC processes the charge, the Recordkeeping and Non-Retaliation provisions of the statutes apply. EEOC's recordkeeping and reporting requirements are found at Title 29, Code of Federal Regulations (29 CFR): 29 CFR Part 1602 (see particularly Sec. 1602.14 below) for Title VII and the ADA; 29 CFR Part 1620 for the Equal Pay Act (EPA); and 29 CFR Part 1627, for the Age Discrimination in Employment Act (ADEA). These regulations generally require respondents to preserve payroll and personnel records relevant to a charge of discrimination until disposition of the charge or litigation relating to the charge. (For ADEA charges, this notice is the written requirement described in Part 1627, Sec. 1627.3(b)(3), .4(a)(2) or .5(c), for respondents to preserve records relevant to the charge – the records to be retained, and for how long, are as described in Sec. 1602.14. Parts 1602, 1620 and 1627 also prescribe record retention periods – generally, three years for basic payroll records and one year for personnel records. Questions about retention periods and the types of records to be retained should be resolved by referring to the regulations.

Federal laws enforced by EEOC provide that it is an unlawful employment practice for an employer to discriminate against present or former employees or job applicants, for an employment agency to discriminate against any individual, or for a union to discriminate against its members or applicants for membership, because they have opposed any practice made an unlawful employment practice by the statutes, or because they have made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under the statutes.

II

R. O. No. _____ - 13 - 14. By CITY CLERK. October 7, 2013.

Submitting a communication from Dorothy Lynds concerning the lack of benches on North Point Drive.



City Clerk

To Whom It May Concern, October 2, 2013
Several years ago I wrote to you OCT 3 '13 AM 10:42
concerning the lack of benches on North
Point Drive.

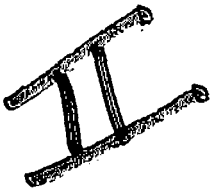
I received a reply saying that
the placing of a few benches where
the view of the lake is so scenic
had been approved, but I've
waited year after year and - still
no benches!

It seems that this is one of only
a very few (if not the only) spots in
Shelbygan with such a beautiful
lake view which doesn't have
benches on which to sit and enjoy
it.

I live on Lake Court which turns
into North Point Drive a few houses
beyond where I live.

I know there are lots of walkers
daily in my area who no doubt would
appreciate being able to sit for a few
minutes to enjoy the view, and I
know I would appreciate them & use them.

Thank you for your consideration
of this matter. Sincerely,
Mrs. Dorothy Lynda



R. O. No. - 13 - 14 . By CITY CLERK. October 7, 2013.

Submitting a claim from Dawn Moore for alleged damages to her vehicle.

City Clerk

DATE RECEIVED 9-21-13

RECEIVED BY LS Schneider

CLAIM NO. 8-13

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY (9-21-13)

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.

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

- 1. Name of Claimant: DAWN MOORE
- 2. Home address of Claimant: W5276 Campbell DR Hilbert, WI. 54129
- 3. Phone number: 920 810 1220
E-Mail Address dawn.moore@kohler.com
- 4. Business address and phone number of Claimant: 444 Highland Dr
Kohler, WI. 53044
- 5. When did damage or injury occur? (date, time of day) 7/25/2013 11:30 a.m.
- 6. Where did damage or injury occur? (give full description) my back bumper was hit by a blue van
- 7. How did damage or injury occur? (give full description) I looked out my back window and it was clear - I started to slowly back out and a blue van slammed into my back bumper
- 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: Sharon Thieszen
 - (b) Claimant's statement of the basis of such liability:
- 9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
 - (a) Public property alleged to be dangerous:
 - (b) Claimant's statement of basis for such liability:

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

No Injuries

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

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

Auto: \$ 1,142.59

Property: \$ N/A

Personal injury: \$ N/A

Other: (Specify below) \$ N/A

TOTAL \$ 1,142.59

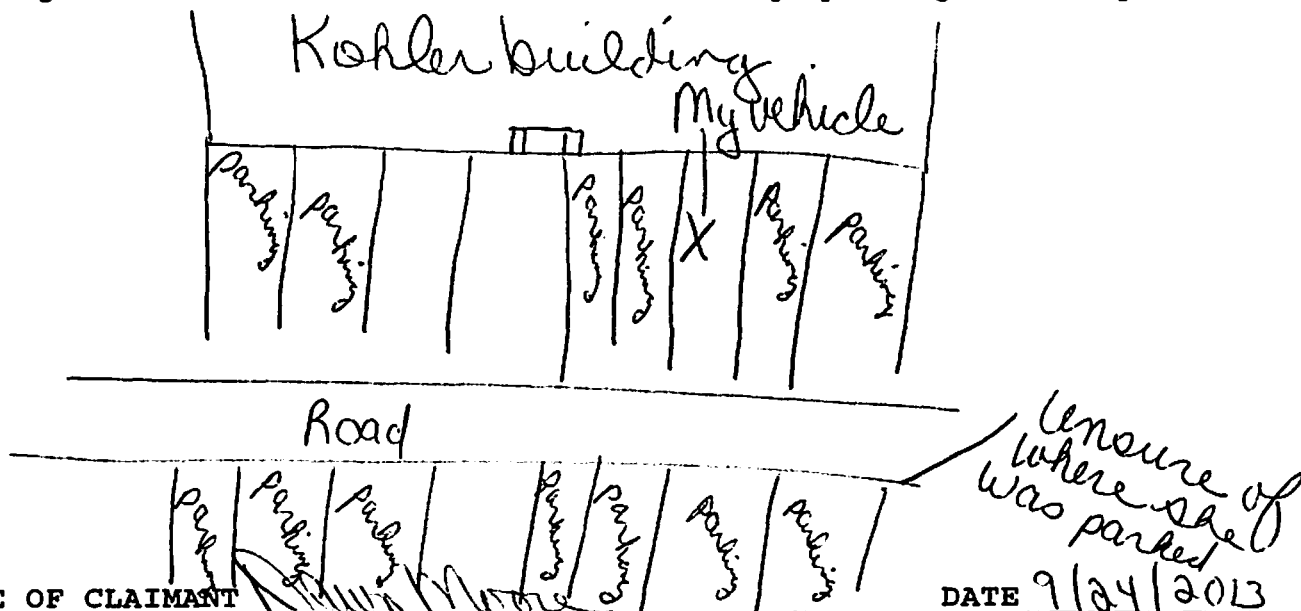
Damaged vehicle (if applicable)

Make: Chev Model: Impala Year: 2009 Mileage: 7

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 VEHICLE, LOCATION OF INDIVIDUALS, ETC.

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



SIGNATURE OF CLAIMANT

DATE 9/24/2013

BY SIGNING THIS I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE INSTRUCTIONS

DATE RECEIVED 10-3-13

RECEIVED BY LS Schemmel

CLAIM NO. 8-13

CLAIM

Claimant's Name:	<u>DAWN MOORE</u>	Auto	\$ <u>1,142.59</u>
Claimant's Address:	<u>W 5276 Campbell Dr</u>	Property	\$ <u>N/A</u>
	<u>Hilbert, WI 54129</u>	Personal Injury	\$ <u>N/A</u>
Claimant's Phone No.	<u>920 810 1220</u>	Other (Specify below)	\$ <u>N/A</u>
		TOTAL	\$ <u>1,142.59</u>

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 1,142.59.

SIGNED Dawn Moore DATE: 9/27/2013

ADDRESS: W 5276 Campbell Drive
Hilbert, WI 54129

BY SIGNING THIS I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE INSTRUCTIONS.
MAIL TO: CLERKS OFFICE
828 CENTER AVE #100
SHEBOYGAN WI 53081

08/21/2013 AT 05:17 PM

Req: BENTLEY ,S
010940079188001

ERIE INSURANCE GROUP
WAUKESHA
JOHN.ERNEST@ERIEINSURNACE.COM
P.O. BOX 867
20300 WATERTOWER BLVD, STE 175
WAUKESHA, WI 53187-0867
(877)475-1311 FAX: (877)741-3743

ESTIMATE OF RECORD

WRITTEN BY: JOHN ERNEST 08/21/2013 05:17 PM
ADJUSTER: JOHN ERNEST (877)475-1311

INSURED: KIRK MOORE & CLAIM #010940079188001
OWNER: KIRK MOORE & POLICY #Q120609282
ADDRESS: DAWN SHIMEK-MOORE DATE OF LOSS: 07/25/2013 AT 11:30 AM
W5276 CAMPBELL DR
HILBERT, WI 54129 TYPE OF LOSS: COLLISION
BUSINESS: (920)457-4441X7029 POINT OF IMPACT: 6. REAR

INSPECT KOHLER COMPANY DAY: (920)457-4441
LOCATION: 444 HIGHLAND DRIVE OTHER
KOHLER, WI 53044

REPAIR KRAJNIK CHEVROLET COLL/CENTER BUSINESS: (920)323-0149
FACILITY: 3303 LINCOLN AVE. 2 DAYS TO REPAIR
TWO RIVERS, WI 54241 LICENSE #

2009 CHEV IMPALA LT 6-3.5L-FI 4D SED WHITE INT:GREY
VIN: 2G1WT57N191168630 LIC: WFF 936 WI PROD DATE: 10/2008 ODOMETER: 0
CONDITION: GOOD

AIR CONDITIONING	INTERMITTENT WIPERS	TILT WHEEL
CRUISE CONTROL	REAR DEFOGGER	KEYLESS ENTRY
MESSAGE CENTER	CLIMATE CONTROL	REMOTE STARTER
DUAL MIRRORS	BODY SIDE MOLDINGS	TINTED GLASS
CONSOLE/STORAGE	WOOD INTERIOR TRIM	TRACTION CONTROL
POWER TRUNK/GATE RELEASE	CLEAR COAT PAINT	POWER STEERING
POWER BRAKES	POWER WINDOWS	POWER LOCKS
POWER MIRRORS	POWER DRIVER SEAT	AM RADIO
FM RADIO	STEREO	SEARCH/SEEK
CD PLAYER	AUXILIARY AUDIO CONNECTIO	SATELLITE RADIO
DRIVERS SIDE AIR BAG	PASSENGER AIR BAG	ANTI-LOCK BRAKES (4)
4 WHEEL DISC BRAKES	FRONT SIDE IMPACT AIR BAG	HEAD/CURTAIN AIR BAGS
COMMUNICATIONS SYSTEM	HANDS FREE DEVICE	CLOTH SEATS
BUCKET SEATS	AUTOMATIC TRANSMISSION	OVERDRIVE
ALUMINUM/ALLOY WHEELS		

NO.	OP.	DESCRIPTION	QTY	EXT.	PRICE	LABOR	PAINT
1		REAR BUMPER					
2		O/H REAR BUMPER				1.9	
3**	REPL	RECOND BUMPER COVER W/O DUAL EXH	1	422.00		INCL.	3.0

08/21/2013 AT 05:17 PM

Req: BENTLEY ,S
010940079188001ESTIMATE OF RECORD
2009 CHEV IMPALA LT 6-3.5L-FI 4D SED WHITE INT:GREY

NO.	OP.	DESCRIPTION	QTY	EXT.	PRICE	LABOR	PAINT
4		ADD FOR CLEAR COAT					1.2
5		REPL ENERGY ABSORBER	1		176.98	INCL.	
6#		REPL FLEX AGENT PER PANEL	1		12.00	T	
7#		REPL HAZARDOUS WASTE REMOVAL FEE	1		5.00		
SUBTOTALS ==>					615.98	1.9	4.2

ESTIMATE NOTES:

ESTIMATE BASED ON A VISUAL INSPECTION OF THE VEHICLE DAMAGE AT THE OWNER'S WORK PLACE PARKING LOT ON 8/20/13. NO ONE WAS PRESENT & THE VEHICLE WAS LOCKED, NO MILEAGE OR P/D OBTAINED. AGREE REPAIR COST AND REPAIR DAYS 2, WITH BOB AT KRAJNIK COLL/CENTER, 920-323-0149.

PARTS				603.98
BODY LABOR	1.9 HRS	@ \$ 54.00/HR		102.60
PAINT LABOR	4.2 HRS	@ \$ 54.00/HR		226.80
PAINT SUPPLIES	4.2 HRS	@ \$ 34.00/HR		142.80
SUBLET/MISC.				12.00
SUBTOTAL				\$ 1088.18
SALES TAX				\$ 1088.18 @ 5.0000% 54.41
TOTAL COST OF REPAIRS				\$ 1142.59
ADJUSTMENTS:				
DEDUCTIBLE				500.00
TOTAL ADJUSTMENTS				\$ 500.00
NET COST OF REPAIRS				\$ 642.59

\$ 1142.59

THIS IS NOT AN AUTHORIZATION TO REPAIR. THE VEHICLE OWNER MUST AUTHORIZE ALL REPAIRS. ERIE INSURANCE RESERVES THE RIGHT TO RE-INSPECT ALL SUPPLEMENTS BEFORE PAYMENT IS MADE. COSTS ABOVE THE APPRAISED AMOUNT MAY BE THE RESPONSIBILITY OF THE VEHICLE OWNER. THERE IS NO REQUIREMENT TO USE ANY SPECIFIED REPAIR SHOP. INFORMATION REGARDING REPAIR FACILITIES WHICH WILL BE ABLE TO REPAIR THE VEHICLE FOR THE APPRAISED AMOUNT MAY BE AVAILABLE FROM ERIE INSURANCE ON REQUEST.

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

08/21/2013 AT 05:17 PM

Req: BENTLEY ,S
010940079188001

ESTIMATE OF RECORD
2009 CHEV IMPALA LT 6-3.5L-FI 4D SED WHITE INT:GREY

IF THIS ESTIMATE INDICATES "USED" PARTS WERE SPECIFIED, THEY ARE TO BE OF LIKE KIND AND QUALITY, OR BETTER. IF THIS ESTIMATE INDICATES "A/M", AFTERMARKET CRASH PARTS WERE SPECIFIED, THESE REPLACEMENT PARTS ARE FROM NONORIGINAL EQUIPMENT MANUFACTURERS. USUALLY, AFTERMARKET PARTS ARE USED ON THE EXTERIOR OF THE MOTOR VEHICLE, INCLUDING INNER AND OUTER PANELS.

IF THIS APPRAISAL INDICATES IT INCLUDES AFTERMARKET CRASH PARTS, AND IF THE USE OF THE AFTERMARKET CRASH PART OR PARTS VOIDS THE EXISTING WARRANTY ON THE PART BEING REPLACED, OR ANY OTHER PART, THE AFTERMARKET CRASH PART SHALL HAVE A WARRANTY EQUAL TO OR BETTER THAN THE PART MANUFACTURER AND ERIE INSURANCE.

08/21/2013 AT 05:17 PM

Req: BENTLEY ,S
010940079188001ESTIMATE OF RECORD
2009 CHEV IMPALA LT 6-3.5L-FI 4D SED WHITE INT:GREY

ESTIMATE BASED ON MOTOR CRASH ESTIMATING GUIDE. UNLESS OTHERWISE NOTED ALL ITEMS ARE DERIVED FROM THE GUIDE DR1CB06, CCC DATA DATE 08/09/2013, AND THE PARTS SELECTED ARE OEM-PARTS MANUFACTURED BY THE VEHICLES ORIGINAL EQUIPMENT MANUFACTURER. OEM PARTS ARE AVAILABLE AT OE/VEHICLE DEALERSHIPS. OPT OEM (OPTIONAL OEM) OR ALT OEM (ALTERNATIVE OEM) PARTS ARE OEM PARTS THAT MAY BE PROVIDED BY OR THROUGH ALTERNATE SOURCES OTHER THAN THE OEM VEHICLE DEALERSHIPS. OPT OEM OR ALT OEM PARTS MAY REFLECT SOME SPECIFIC, SPECIAL, OR UNIQUE PRICING OR DISCOUNT. OPT OEM OR ALT OEM PARTS MAY INCLUDE "BLEMISHED" PARTS PROVIDED BY OEM'S THROUGH OEM VEHICLE DEALERSHIPS. ASTERISK (*) OR DOUBLE ASTERISK (**) INDICATES THAT THE PARTS AND/OR LABOR INFORMATION PROVIDED BY MOTOR MAY HAVE BEEN MODIFIED OR MAY HAVE COME FROM AN ALTERNATE DATA SOURCE. TILDE SIGN (~) ITEMS INDICATE MOTOR NOT-INCLUDED LABOR OPERATIONS. THE SYMBOL (<>) INDICATES THE REFINISH OPERATION WILL NOT BE PERFORMED AS A SEPARATE PROCEDURE FROM THE OTHER PANELS IN THE ESTIMATE. NON-ORIGINAL EQUIPMENT MANUFACTURER AFTERMARKET PARTS ARE DESCRIBED AS NON OEM, A/M, QUAL REPL PARTS OR COMP REPL PARTS WHICH STANDS FOR COMPETITIVE REPLACEMENT PARTS. USED PARTS ARE DESCRIBED AS LKQ, QUAL RECY PARTS, RCY, OR USED. RECONDITIONED PARTS ARE DESCRIBED AS RECOND. RECORDED PARTS ARE DESCRIBED AS RECOR. NAGS PART NUMBERS AND BENCHMARK PRICES ARE PROVIDED BY NATIONAL AUTO GLASS SPECIFICATIONS. LABOR OPERATION TIMES LISTED ON THE LINE WITH THE NAGS INFORMATION ARE MOTOR SUGGESTED LABOR OPERATION TIMES. NAGS LABOR OPERATION TIMES ARE NOT INCLUDED. POUND SIGN (#) ITEMS INDICATE MANUAL ENTRIES. SOME 2014 VEHICLES CONTAIN MINOR CHANGES FROM THE PREVIOUS YEAR.

FOR THOSE VEHICLES, PRIOR TO RECEIVING UPDATED DATA FROM THE VEHICLE MANUFACTURER, LABOR AND PARTS DATA FROM THE PREVIOUS YEAR MAY BE USED. THE PATHWAYS ESTIMATOR HAS A COMPLETE LIST OF APPLICABLE VEHICLES. PART NUMBERS AND PRICES SHOULD BE CONFIRMED WITH THE LOCAL DEALERSHIP. THE FOLLOWING IS A LIST OF ADDITIONAL ABBREVIATIONS OR SYMBOLS THAT MAY BE USED TO DESCRIBE WORK TO BE DONE OR PARTS TO BE REPAIRED OR REPLACED. SYMBOLS FOLLOWING PART PRICE: M=MOTOR MECHANICAL COMPONENT. S=MOTOR STRUCTURAL COMPONENT. T=MISCELLANEOUS TAXED CHARGE CATEGORY. X=MISCELLANEOUS NON-TAXED CHARGE CATEGORY. SYMBOLS FOLLOWING LABOR: D=DIAGNOSTIC LABOR CATEGORY. E=ELECTRICAL LABOR CATEGORY. F=FRAME LABOR CATEGORY. G=GLASS LABOR CATEGORY. M=MECHANICAL LABOR CATEGORY. S=STRUCTURAL LABOR CATEGORY. (NUMBERS) 1 THROUGH 4=USER DEFINED LABOR CATEGORIES. OTHER SYMBOLS AND ABBREVIATIONS: ADJ.=ADJACENT. ALGN.=ALIGN. ALU=ALUMINUM. A/M=AFTERMARKET PART. BLND=BLEND. BOR=BORON STEEL. CAPA=CERTIFIED AUTOMOTIVE PARTS ASSOCIATION. COMP REPL=COMPETITIVE REPLACEMENT (PART). D&R=DISCONNECT AND RECONNECT. HSS=HIGH STRENGTH STEEL. HYD=HYDROFORMED STEEL. INCL.=INCLUDED. LKQ=LIKE KIND AND QUALITY. LT=LEFT. MAG=MAGNESIUM. NON-ADJ.=NON ADJACENT. NSF=NSF INTERNATIONAL CERTIFIED PART. O/H=OVERHAUL. QTY=QUANTITY. QUAL RECY=QUALITY RECYCLED (PART). QUAL REPL=QUALITY REPLACEMENT(PART). REFN=REFINISH. REPL=REPLACE. R&I=REMOVE AND INSTALL. R&R=REMOVE AND REPLACE. RPR=REPAIR. RT=RIGHT. SAS=SANDWICHED STEEL. SECT=SECTION. SUBL=SUBLET. UHS=ULTRA HIGH STRENGTH STEEL. N=NOTE(S) ASSOCIATED WITH THE ESTIMATE LINE.

08/21/2013 AT 05:17 PM

Req: BENTLEY ,S
010940079188001ESTIMATE OF RECORD
2009 CHEV IMPALA LT 6-3.5L-FI 4D SED WHITE INT:GREY

CCC PATHWAYS - A PRODUCT OF CCC INFORMATION SERVICES INC. THE FOLLOWING IS A LIST OF ABBREVIATIONS THAT MAY BE USED IN CCC PATHWAYS THAT ARE NOT PART OF THE MOTOR CRASH ESTIMATING GUIDE: BAR=BUREAU OF AUTOMOTIVE REPAIR. EPA=ENVIRONMENTAL PROTECTION AGENCY. NHTSA=NATIONAL HIGHWAY TRANSPORTATION AND SAFETY ADMINISTRATION. PDR=PAINTLESS DENT REPAIR. VIN=VEHICLE IDENTIFICATION NUMBER.

08/21/2013 AT 05:17 PM

Req: BENTLEY ,S
010940079188001ESTIMATE OF RECORD
2009 CHEV IMPALA LT 6-3.5L-FI 4D SED WHITE INT:GREY

ALTERNATE PARTS SUPPLIERS

3 RECOND BUMPER COVER W/O DUA	PART NO.	GM1100735R	PRICE 422.00
KEYSTONE - COMPLETE 2400 KERPER BLVD DUBUQUE, IA 52001		(800)747-2500 (563)556-5030	
KEYSTONE - COMPLETE 3017 A HOOVER AVENUE STEVENS POINT, WI 54481		(800)218-4848 (715)342-0772	
KEYSTONE - COMPLETE 2700 29TH AVENUE N ESCANABA, MI 49829		(800)833-2030 (906)789-2200	
KEYSTONE - COMPLETE 9532 W.CARMEN AVENUE MILWAUKEE, WI 53225		(800)924-8230 (414)463-1019	
KEYSTONE - COMPLETE 3615 MARSHALL STREET NE MINNEAPOLIS, MN 55418		(800)328-1845 (612)789-1919	
KEYSTONE - COMPLETE 5969 HAASE ROAD DEFOREST, WI 53532		(800)356-7252 (608)249-4775	
KEYSTONE - COMPLETE 5085 WREN DRIVE APPLETON, WI 54913		(800)422-1995 (920)731-3030	

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ESTIMATE OF RECORD
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ALTERNATE PARTS USAGE

AFTERMARKET PARTS

AFTERMARKET SELECTION METHOD: MANUALLY LIST

NO. OF TIMES USER WAS NOTIFIED THAT AN AFTERMARKET PART WAS AVAILABLE: 1

NO. OF AFTERMARKET PARTS THAT APPEAR IN THE FINAL ESTIMATE: 0

OPTIONAL OEM PARTS

OPTIONAL OEM SELECTION METHOD: MANUALLY LIST

NO. OF TIMES USER WAS NOTIFIED THAT AN OPTIONAL OEM PART WAS AVAILABLE: 0

NO. OF OPTIONAL OEM PARTS THAT APPEAR IN THE FINAL ESTIMATE: 0

RECONDITIONED PARTS

RECONDITIONED SELECTION METHOD: MANUALLY LIST

NO. OF TIMES USER WAS NOTIFIED THAT A RECONDITIONED PART WAS AVAILABLE: 1

NO. OF RECONDITIONED PARTS THAT APPEAR IN THE FINAL ESTIMATE: 1

RECYCLED PARTS

NO. OF TIMES USER WAS NOTIFIED THAT A RECYCLED PART WAS AVAILABLE: 0

NO. OF RECYCLED PARTS THAT APPEAR IN THE FINAL ESTIMATE: 0



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III

Res. No. - 13 - 14. By Alderperson Hammond. October 7, 2013.

A RESOLUTION authorizing the Mayor to execute the Settlement Agreement with Walgreens regarding the property assessments for the three Sheboygan Walgreens stores for tax years 2010-2013.

RESOLVED: That the Mayor is hereby authorized to execute the Settlement Agreement with Walgreens, a copy of which is attached hereto.

BE IT FURTHER RESOLVED: That the Finance Director/Treasurer is hereby authorized to refund Walgreens the total sum of \$8,702 for tax years 2010-2012 and is directed to draw on Account No. 10115100-590250 (Taxroll Adjustments) in payment of the refund.

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

SETTLEMENT AGREEMENT

This Agreement is between Walgreen Co. ("Walgreens"), a corporation organized and existing under the laws of the State of Illinois and registered and authorized to conduct business in the State of Wisconsin, and the City of Sheboygan, Wisconsin (the "City"), a municipal corporation organized and existing under the laws of the State of Wisconsin.

1. Definitions. In this Agreement:

(a) The "Properties" mean the land and improvements located at 1029 N. 14th Street, 2702 Calumet Drive and 3320 South Business Drive, within the City of Sheboygan, Wisconsin.

(b) "Case" means the action pending in the circuit court for Sheboygan County, Wisconsin titled *Walgreen Co. v. City of Sheboygan*, Case No. 11-CV-817.

(c) "Court" means the Circuit Court for Sheboygan County.

(d) A "tax year" means a year in which an assessment is made as of January 1, with taxes based on the assessment payable in the year following the tax year.

2. Refund of Taxes. The City shall issue a refund payable to Reinhart Boerner Van Deuren S.C. Trust Account, or to another account designated by Walgreens in writing, pursuant to Wis. Stat. § 74.37, in the amount of \$ 3,669 for 2010 \$ 2,795 for 2011 and \$ 2,238 for 2012 for a total refund of \$8,702 as a refund of property taxes previously paid by Walgreens based on the property tax assessment of the Property for the tax years 2010, 2011 and 2012. The parties agree that no portion of this amount constitutes interest.

3. 2013 Assessments. The parties agree that the 2013 assessments of the Properties will reflect assessed values as follows:

1029 N. 14th Street (#59281205930)	\$2,500,000
2702 Calumet Drive (#59281629780)	\$2,455,000
3320 South Business Drive (#59281431734)	\$2,350,000.

In the event the 2013 assessments exceed these assessments, then Walgreens shall have the right to file a claim for refund for any taxes paid with respect to the assessment in excess of these numbers, and the City shall grant any such claim for refund.

4. Waiver of Costs. Each party waives all claims for costs.

5. Time of Payments. The City shall pay the refund of taxes provided in section 2 of this Agreement in full within 30 days of the date this Agreement is signed by both parties.

6. Stipulation for Dismissal. No later than ten days after Walgreens receives payment in full of the refund of taxes provided in section 2 of this Agreement, the parties shall (a) enter into a stipulation, signed by their respective attorneys, for the dismissal of the Case (including, but not limited to, all claims asserted in the Complaint in the Case) on the merits,

with prejudice, and without costs to either party; and (b) file the stipulation with the Court.

7. **Responsibility for Fees and Expenses of Attorneys and Experts.** Each party shall be solely responsible for the fees of its attorneys and experts.

8. **No Representations.** Each party acknowledges and agrees that no representation or promise not expressly contained in this Agreement has been made by the opposing party or any of its employees, attorneys, agents, or representatives. Each party acknowledges that it is not entering into this Agreement on the basis of any such representation or promise, express or implied.

9. **Binding on Successors.** This Agreement shall be binding upon and inure to the benefit of each of the parties and their respective heirs, successors, and assigns.

10. **Governing Law.** This Agreement shall be governed and interpreted by the laws of the State of Wisconsin.

11. **Interpretation of Agreement.** The parties acknowledge that this Agreement is the product of joint negotiations. If any dispute arises concerning the interpretation of this Agreement: (a) neither party shall be deemed the drafter of this Agreement for purposes of its interpretation; and (b) the parties shall attempt in good faith to resolve the dispute.

12. **Representation By Counsel; Reliance.** Each party acknowledges that it has been represented throughout all negotiations leading up to this Agreement by attorneys of its choice and that its attorneys have approved this Agreement. Each party represents that in entering into this Agreement, the party has relied on its own judgment and on the advice of its attorneys, and that no statements or representations made by the other party or any of its agents, except statements or representations expressly made in this Agreement, have influenced or induced the party to sign this Agreement.

13. **No Assignment or Transfer.** Walgreens represents and warrants that it has not assigned or transferred to anyone and will not assign or transfer to anyone any of the claims in the Case.

14. **Entire Agreement.** This Agreement states and constitutes the entire agreement of the parties concerning its subject matter and supersedes all prior or contemporaneous agreements (written or oral), representations, negotiations, and discussions concerning its subject matter, including but not limited to, all agreements (written or oral), representations, negotiations, and discussions made in the course of mediation of the Case.

15. **Use of this Agreement.** This Agreement shall not be filed with the Court in this Case or in any other case or proceeding, except for the purpose of enforcing this Agreement. This Agreement and any part of this Agreement shall not be admissible in the lawsuit or in any future judicial or administrative proceeding and shall not be offered as evidence or presented by any Party in the Lawsuit or any future judicial or administrative proceeding, except for the purpose of enforcing this Agreement.

16. **No Admissions of Liability or Concerning Assessments or Fair Market Value.**

This Agreement is the settlement of disputed claims. By entering into this Agreement, the City does not admit any liability to Walgreens for any of the claims asserted in the Case or Walgreens' objections to the assessments, and the payments made under this Agreement shall not be construed as an admission of any such liability. Neither Party makes an admission about the assessments or the fair market value of the Property as of January 1, 2010, January 1, 2011, January 1, 2012 or any other date nor any other admission concerning the assessment of Walgreens' property. In addition, none of the agreed upon values or assessments as of January 1, 2010, January 1, 2011, and January 1, 2012 shall be admissible in any proceeding or assessment challenge in any subsequent year.

17. Waiver. No waiver of any breach of this Agreement shall be deemed a continuing waiver of that breach or a waiver of any other breach of this Agreement.

18. Amendments or Modifications. This Agreement may not be amended, modified or altered in any manner whatsoever, except by a further written agreement duly authorized and signed by the parties.

19. Authorization to Sign Agreement. Each person signing this Agreement on behalf of either party represents and warrants that the person holds the position indicated beneath the person's signature and that the person has the requisite corporate or other authority to sign this Agreement on behalf of the party. Each party represents that entry into this Agreement is not in contravention of any agreement or undertaking to which the party is bound.

20. Reading of Agreement. Each person signing this Agreement on behalf of either party acknowledges that the person has read this Agreement, that the person understands the terms and conditions of this Agreement, that the person (if other than an attorney for the party) has been advised by legal counsel concerning this Agreement, and that the person freely and voluntarily signs this Agreement.

Dated: Sept. 26, 2013.

WALGREEN CO.

BY: Reinhart Boerner Van Deuren s.c.
22 East Mifflin Street, Suite 600
Madison, WI 53703

Don M. Millis
State Bar No. 1015755
Jessica Hutson Polakowski
State Bar ID 1061368
Joshua D. Taggatz
State Bar ID 10814778

Dated: _____, 2013.

CITY OF SHEBOYGAN

By: _____
Its: _____

Dated: _____, 2013.

APPROVED AS TO FORM:

BY: Stafford Rosenbaum, LLP
222 West Washington Avenue
Madison, WI 53703

Amie B. Trupke
State Bar ID No. 1041768
Attorney for the City of Sheboygan

DMILLIS/10083994

III

Res. No. _____ - 13 - 14. By Alderperson VanderWeele. October 7, 2013.

A RESOLUTION authorizing the City Attorney to engage the services of special outside legal counsel to represent the Law & Licensing Committee and Common Council with regard to a quasi-judicial hearing regarding the suspension/revocation of Taxicab Operator License No. 4943 (Christine A. Stangel), and authorizing payment for said services.

RESOLVED: That the Common Council hereby authorizes the City Attorney to engage the services of special outside legal counsel to represent the Law & Licensing Committee and Common Council with regard to a quasi-judicial hearing regarding the suspension/revocation of Taxicab Operator License No. 4943 (Christine A. Stangel), and authorizes payment for said services.

BE IT FURTHER RESOLVED: That the Finance Department is hereby authorized and directed to draw on the City Attorney's Judgments & Settlement Expense Account No. 10119100-590400 in payment for said services.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

Res. No. _____ - 13 - 14. By Alderperson Hammond. October 7, 2013.

A RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF UP TO \$8,974,081 SEWERAGE SYSTEM REVENUE BONDS, SERIES 2013A, AND PROVIDING FOR OTHER DETAILS AND COVENANTS WITH RESPECT THERETO.

WHEREAS, the City of Sheboygan, Sheboygan County, Wisconsin (the "Municipality") owns and operates a sewerage system (the "System") which is operated for a public purpose as a public utility by the Municipality; and

WHEREAS, pursuant to a resolution adopted on November 28, 1995 (the "1995 Resolution"), the Municipality has heretofore issued its Sewerage System Revenue Bonds, Series 1995A, dated November 30, 1995 (the "1995 Bonds"), which 1995 Bonds are payable from the income and revenues of the System; and

WHEREAS, pursuant to a resolution adopted on November 18, 1996 (the "1996 Resolution"), the Municipality has heretofore issued its Sewerage System Revenue Bonds, Series 1996B, dated November 26, 1996 (the "1996 Bonds"), which 1996 Bonds are payable from the income and revenues of the System; and

WHEREAS, pursuant to a resolution adopted on May 17, 2010 (the "2010 Resolution"), the Municipality has heretofore issued its Sewerage System Revenue Bonds, Series 2010A, dated May 26, 2010 (the "2010 Bonds"), which 2010 Bonds are payable from the income and revenues of the System; and

WHEREAS, the 1995 Bonds, the 1996 Bonds and the 2010 Bonds shall collectively be referred to as the "Prior Bonds"; and

WHEREAS, the 1995 Resolution, the 1996 Resolution and the 2010 Resolution shall collectively be referred to as the "Prior Resolutions"; and

WHEREAS, certain improvements to the System are necessary to meet the needs of the Municipality and the residents thereof, consisting of the construction of a project (the "Project") assigned Clean Water Fund Program Project No. 4019-18 by the Department of Natural Resources, and as described in the Department of Natural Resources approval letter for the plans and specifications of the Project, or portions thereof, issued under Section 281.41, Wisconsin Statutes, assigned No. S-2012-0463 and dated January 10, 2013 by the DNR; and

WHEREAS, under the provisions of Chapter 66, Wisconsin Statutes any municipality may, by action of its governing body, provide for purchasing,

acquiring, constructing, extending, adding to, improving, operating and managing a public utility from the proceeds of bonds, which bonds are to be payable only from the revenues received from any source by such utility, including all rentals and fees; and

WHEREAS, the Municipality deems it to be necessary, desirable and in its best interest to authorize and sell sewerage system revenue bonds of the Municipality payable solely from the revenues of the System, pursuant to the provisions of Section 66.0621, Wisconsin Statutes, to pay the cost of the Project; and

WHEREAS, the Prior Resolutions permit the issuance of additional bonds on a parity with the Prior Bonds upon certain conditions, and those conditions have been met; and

WHEREAS, other than the Prior Bonds, no bonds or obligations payable from the revenues of the System are now outstanding.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Municipality that:

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by implication requires otherwise:

(a) "Act" means Section 66.0621, Wisconsin Statutes;

(b) "Bond Registrar" means the Municipal Treasurer which shall act as Paying Agent for the Bonds;

(c) "Bonds" means the \$8,974,081 Sewerage System Revenue Bonds, Series 2013A, of the Municipality dated their date of issuance, authorized to be issued by this Resolution;

(d) "Bond Year" means the twelve-month period ending on each May 1;

(e) "Current Expenses" means the reasonable and necessary costs of operating, maintaining, administering and repairing the System, including salaries, wages, costs of materials and supplies, insurance and audits, but shall exclude depreciation, debt service, tax equivalents and capital expenditures;

(f) "Debt Service Fund" means the Sewerage System Special Redemption Fund of the Municipality, which shall be the "special redemption fund" as such term is defined in the Act;

(g) "Financial Assistance Agreement" means the Financial Assistance Agreement by and between the State of Wisconsin by the Department of Natural Resources and the Department of Administration and the Municipality pursuant to which the Bonds are to be issued and sold to the State, substantially in the form attached hereto and incorporated herein by this reference;

(h) "Fiscal Year" means the twelve-month period ending on each December 31;

(i) "Governing Body" means the Common Council, or such other body as may hereafter be the chief legislative body of the Municipality;

(j) "Gross Earnings" means the gross earnings of the System, including earnings of the System derived from sewerage charges imposed by the Municipality, all payments to the Municipality under any wastewater treatment service agreements between the Municipality and any contract users of the System, and any other monies received from any source including all rentals and fees and any special assessments levied and collected in connection with the Project;

(k) "Municipal Treasurer" means the Treasurer of the Municipality who shall act as Bond Registrar and Paying Agent;

(l) "Municipality" means the City of Sheboygan, Sheboygan County, Wisconsin;

(m) "Net Revenues" means the Gross Earnings of the System after deduction of Current Expenses;

(n) "1995 Bonds" means the Municipality's Sewerage System Revenue Bonds, Series 1995A, dated November 30, 1995;

(o) "1995 Resolution" means a resolution adopted by the Common Council on November 28, 1995 authorizing the issuance of the 1995 Bonds;

(p) "1996 Bonds" means the Municipality's Sewerage System Revenue Bonds, Series 1996B, dated November 26, 1996;

(q) "1996 Resolution" means a resolution adopted by the Common Council on November 18, 1996 authorizing the issuance of the 1996B Bonds, as amended by the 2010 Resolution;

(r) "Parity Bonds" means bonds payable from the revenues of the System other than the Bonds but issued on a parity and equality with the Bonds pursuant to the restrictive provisions of Section 11 of this Resolution;

(s) "Prior Bonds" means the 1995 Bonds, the 1996 Bonds and the 2010 Bonds collectively;

(t) "Prior Resolutions" means the 1995 Resolution, the 1996 Resolution and the 2010 Resolution collectively;

(u) "Project" means the Project described in the preamble to this Resolution. All elements of the Project are to be owned and operated by the Municipality as part of the System as described in the preamble hereto;

(v) "Record Date" means the close of business on the fifteenth day of the calendar month next preceding any principal or interest payment date;

(w) "System" means the entire sewerage system of the Municipality specifically including that portion of the Project owned by the Municipality and including all property of every nature now or hereafter owned by the Municipality for the collection, transmission, treatment and disposal of domestic and industrial sewerage and waste, including all improvements and extensions thereto made by the Municipality while any of the Bonds and Parity Bonds remain outstanding, including all real and personal property of every nature comprising part of or used or useful in

connection with such sewerage system and including all appurtenances, contracts, leases, franchises, and other intangibles;

(x) "2010 Bonds" means the Municipality's Sewerage System Revenue Bonds, Series 2010A, dated May 26, 2010; and

(y) "2010 Resolution" means a resolution adopted by the Common Council on May 17, 2010 authorizing the issuance of the 2010 Bonds.

Section 2. Authorization of the Bonds and the Financial Assistance Agreement. For the purpose of paying the cost of the Project (including legal, fiscal, engineering and other expenses), there shall be borrowed on the credit of the income and revenue of the System up to the sum of \$8,974,081; and fully registered revenue bonds of the Municipality are authorized to be issued in evidence thereof and sold to the State of Wisconsin Clean Water Fund Program in accordance with the terms and conditions of the Financial Assistance Agreement, which is incorporated herein by this reference and the Mayor and City Clerk of the Municipality are hereby authorized, by and on behalf of the Municipality, to execute the Financial Assistance Agreement.

Section 3. Terms of the Bonds. The Bonds shall be designated "Sewerage System Revenue Bonds, Series 2013A" (the "Bonds"); shall be dated their date of issuance; shall be numbered one and upward; shall bear interest at the rate of 2.625% per annum; shall be issued in denominations of \$0.01 or any integral multiple thereof; and shall mature on the dates and in the amounts as set forth in Exhibit B of the Financial Assistance Agreement and in the Bond form attached hereto as Exhibit A as it is from time to time adjusted by the State of Wisconsin based upon the actual draws made by the Municipality. Interest on the Bonds shall be payable commencing on May 1, 2014 and semiannually thereafter on May 1 and November 1 of each year. The Bonds shall not be subject to redemption prior to maturity except as provided in the Financial Assistance Agreement.

The schedule of maturities of the Bonds is found to be such that the amount of annual debt service payments is reasonable in accordance with prudent municipal utility practices.

Section 4. Form, Execution, Registration and Payment of the Bonds. The Bonds shall be issued as registered obligations in substantially the form attached hereto as Exhibit A and incorporated herein by this reference.

The Bonds shall be executed in the name of the Municipality by the manual signatures of the Mayor and City Clerk, and shall be sealed with its official or corporate seal, if any.

The principal of, premium, if any, and interest on the Bonds shall be paid by the Municipal Treasurer, who is hereby appointed as the Municipality's Bond Registrar.

Both the principal of and interest on the Bonds shall be payable in lawful money of the United States of America by the Bond Registrar. Payment of principal of the final maturity on the Bond will be payable upon presentation and surrender of the Bond to the Bond Registrar. Payment of principal on the Bond (except the final maturity) and each installment of interest shall be made to the registered owner of each Bond who shall appear on the registration books of the Municipality, maintained by the Bond Registrar, on the Record Date and shall be paid by check or draft of the Municipality and mailed to such registered owner at his or its address as it appears on such registration books or at such other address may be furnished in writing by such registered owner to the Bond Registrar.

Section 5. Security for the Bonds. The Bonds, together with interest thereon, shall not constitute an indebtedness of the Municipality nor a charge against its general credit or taxing power. The Bonds, together with interest thereon, shall be payable only out of the Debt Service Fund hereinafter created and established, and shall be a valid claim of the registered owner or owners thereof only against such Debt Service Fund and the revenues of the System pledged to such fund, on a parity with the pledge granted to the holders of the Prior Bonds. Sufficient revenues are hereby pledged to said Debt Service Fund, and shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Prior Bonds, the Bonds and any Parity Bonds as the same becomes due.

Section 6. Funds and Accounts. In accordance with the Act, for the purpose of the application and proper allocation of the revenues of the System, and to secure the payment of the principal of and interest on the Prior Bonds, the Bonds and Parity Bonds, certain funds of the System which were created and established by a resolution adopted on October 18, 1993, as amended (the "1993 Resolution") are hereby continued and shall be used solely for the following respective purposes:

- (a) Revenue Fund, into which shall be deposited as received the Gross Earnings of the System, which money shall then be divided among the Operation and Maintenance Fund, the Debt Service Fund, the Depreciation Fund and the Surplus Fund in the amounts and in the manner set forth in Section 7 hereof and used for the purposes described below.
- (b) Operation and Maintenance Fund, which shall be used for the payment of Current Expenses.

- (c) Sewerage System Special Redemption Fund (the "Debt Service Fund"), which shall be used for the payment of the principal of, premium, if any, and interest on the Prior Bonds, the Bonds and Parity Bonds as the same becomes due.
- (d) Depreciation Fund, which shall be used to provide a proper and adequate depreciation account for the System.
- (d) Surplus Fund, which shall first be used whenever necessary to pay principal of, premium, if any, or interest on the Prior Bonds, the Bonds and Parity Bonds when the Debt Service Fund shall be insufficient for such purpose, and thereafter shall be disbursed as follows: (i) at any time, to remedy any deficiency in any of the Funds provided in this Section 6 hereof; and (ii) money thereafter remaining in the Surplus Fund at the end of any Fiscal Year may be transferred to any of the funds or accounts created herein or to reimburse the general fund of the Municipality for advances made by the Municipality to the System.

Section 7. Application of Revenues. After the delivery of the Bonds, the Gross Earnings of the System shall be deposited as collected in the Revenue Fund and shall be transferred monthly to the funds listed below in the following order of priority and in the manner set forth below:

- (a) to the Operation and Maintenance Fund, in an amount equal to the estimated Current Expenses for such month and for the following month (after giving effect to available amounts in said Fund from prior deposits);
- (b) to the Debt Service Fund, an amount equal to one-sixth (1/6) of the next installment of interest coming due on the Prior Bonds, the Bonds and any Parity Bonds then outstanding and an amount equal to one-twelfth (1/12) of the installment of principal of the Prior Bonds, the Bonds and any Parity Bonds coming due during such Bond Year (after giving effect to available amounts in said Fund from accrued interest, any premium or any other source); and
- (c) to the Depreciation Fund, an amount determined by the Governing Body to be sufficient to provide a proper and adequate depreciation account for the System; and
- (d) to the Surplus Fund, any amount remaining in the Revenue Fund after the monthly transfers required above have been completed.

Transfers from the Revenue Fund to the Operation and Maintenance Fund, the Debt Service Fund, the Depreciation Fund and the Surplus Fund shall be made monthly not later than the tenth day of each month, and such transfer shall be applicable to monies on deposit in the Revenue Fund as of the last day of the month preceding. Any other transfers and deposits to any fund required or permitted by subsection (a) through (d) of this

Section, except transfers or deposits which are required to be made immediately or annually, shall be made on or before the tenth day of the month. Any transfer or deposit required to be made at the end of any Fiscal Year shall be made within sixty (60) days after the close of such Fiscal Year. If the tenth day of any month shall fall on a day other than a business day, such transfer or deposit shall be made on the next succeeding business day.

It is the express intent and determination of the Governing Body that the amounts transferred from the Revenue Fund and deposited in the Debt Service Fund shall be sufficient in any event to pay the interest on the Prior Bonds, the Bonds and any Parity Bonds as the same accrues and the principal thereof as the same matures.

Section 8. Deposits and Investments. The Debt Service Fund shall be kept apart from monies in the other funds and accounts of the Municipality and the same shall be used for no purpose other than the prompt payment of principal of and interest on the Prior Bonds, the Bonds and any Parity Bonds as the same becomes due and payable. All monies therein shall be deposited in special and segregated accounts in a public depository selected under Chapter 34, Wisconsin Statutes and may be temporarily invested until needed in legal investments subject to the provisions of Section 66.0603(1m), Wisconsin Statutes. The other funds herein created (except the Sewerage System CWFPP Project Fund) may be combined in a single account in a public depository selected in the manner set forth above and may be temporarily invested until needed in legal investments subject to the provisions of Section 66.0603(1m), Wisconsin Statutes.

Section 9. Service to the Municipality. The reasonable cost and value of services rendered to the Municipality by the System by furnishing sewerage services for public purposes shall be charged against the Municipality and shall be paid in monthly installments as the service accrues, out of the current revenues of the Municipality collected or in the process of collection, exclusive of the revenues derived from the System; that is to say, out of the tax levy of the Municipality made by it to raise money to meet its necessary current expenses. The reasonable cost and value of such service to the Municipality in each year shall be equal to an amount which, together with other revenues of the System, will produce in each Bond Year Net Revenues equivalent to not less than the annual principal and interest requirements on the Prior Bonds, the Bonds, any Parity Bonds and any other obligations payable from the revenues of the System then outstanding, times the greater of (i) 110% or (ii) the highest debt service coverage ratio required with respect to any obligations payable from revenues of the System then outstanding. However, such payment out of the tax levy shall be subject to (a) approval of the Public Service Commission, or successors to its function, if applicable, (b) yearly appropriations therefor, and (c) applicable levy

limitations, if any; and neither this Resolution nor such payment shall be construed as constituting an obligation of the Municipality to make any such appropriation over and above the reasonable cost and value of the services rendered to the Municipality and its inhabitants or to make any subsequent payment over and above such reasonable cost and value.

Section 10. Operation of System; Municipality Covenants. It is covenanted and agreed by the Municipality with the owner or owners of the Bonds, and each of them, that the Municipality will perform all of the obligations of the Municipality as set forth in the Financial Assistance Agreement.

Section 11. Additional Bonds. The Bonds are issued on a parity with the Prior Bonds as to the pledge of revenues of the System. No bonds or obligations payable out of the revenues of the System may be issued in such manner as to enjoy priority over the Bonds. Additional obligations may be issued if the lien and pledge is junior and subordinate to that of the Bonds. Parity Bonds may be issued only under the following circumstances:

(a) Additional Parity Bonds may be issued for the purpose of completing the Project and for the purpose of financing costs of the Project which are ineligible for payment under the State of Wisconsin Clean Water Fund Program. However, such additional Parity Bonds shall be in an aggregate amount not to exceed 20% of the face amount of the Bonds; or

(b) Additional Parity Bonds may also be issued if all of the following conditions are met:

(1) The Net Revenues of the System for the Fiscal Year immediately preceding the issuance of such additional bonds must have been in an amount at least equal to the maximum annual interest and principal requirements on all bonds outstanding payable from the revenues of the System, and on the bonds then to be issued, times the greater of (i) 1.10 or (ii) the highest debt service coverage ratio to be required with respect to the Additional Parity Bonds to be issued or any other obligations payable from the revenues of the System then outstanding. Should an increase in permanent rates and charges, including those made to the Municipality, be properly ordered and made effective during the Fiscal Year immediately prior to the issuance of such additional bonds or during that part of the Fiscal Year of issuance prior to such issuance, then Net Revenues for purposes of such computation shall include such additional revenues as an independent certified public accountant, consulting professional engineer or the Wisconsin Public Service Commission may certify would have accrued during the prior Fiscal Year had the new rates been in effect during that entire immediately prior Fiscal Year.

(2) The payments required to be made into the funds enumerated in Section 6 of this Resolution must have been made in full.

(3) The additional bonds must have principal maturing on May 1 of each year and interest falling due on May 1 and November 1 of each year.

(4) The proceeds of the additional bonds must be used only for the purpose of providing extensions or improvements to the System, or to refund obligations issued for such purpose.

Section 12. Sale of Bonds. The sale of the Bonds to the State of Wisconsin Clean Water Fund Program for the purchase price of up to \$8,974,081 and at par, is ratified and confirmed; and the officers of the Municipality are authorized and directed to do any and all acts, including executing the Financial Assistance Agreement and the Bonds as hereinabove provided, necessary to conclude delivery of the Bonds to said purchaser, as soon after adoption of this Resolution as is convenient. The purchase price for the Bonds shall be paid upon requisition therefor as provided in the Financial Assistance Agreement, and the officers of the Municipality are authorized to prepare and submit to the State requisitions and disbursement requests in anticipation of the execution of the Financial Assistance Agreement and the issuance of the Bonds.

Section 13. Application of Bond Proceeds. The proceeds of the sale of the Bonds shall be deposited by the Municipality into a special fund designated as "Sewerage System CWF Project Fund." The Sewerage System CWF Project Fund shall be used solely for the purpose of paying the costs of the Project as more fully described in the preamble hereof and in the Financial Assistance Agreement. Moneys in the Sewerage System CWF Project Fund shall be disbursed within three (3) business days of their receipt from the State of Wisconsin and shall not be invested in any interest-bearing account.

Section 14. Amendment to Resolution. After the issuance of any of the Bonds, no change or alteration of any kind in the provisions of this Resolution may be made until all of the Bonds have been paid in full as to both principal and interest, or discharged as herein provided, except: (a) the Municipality may, from time to time, amend this Resolution without the consent of any of the owners of the Bonds, but only to cure any ambiguity, administrative conflict, formal defect, or omission or procedural inconsistency of this Resolution; and (b) this Resolution may be amended, in any respect, with a written consent of the owners of not less than two-thirds (2/3) of the principal amount of the Bonds then outstanding, exclusive of Bonds held by the Municipality; provided, however, that no amendment shall permit any change in the pledge of revenues derived from the System or the maturity of any Bond issued hereunder, or a reduction in the rate of interest on any Bond, or in the amount of the principal

obligation thereof, or in the amount of the redemption premium payable in the case of redemption thereof, or change the terms upon which the Bonds may be redeemed or make any other modification in the terms of the payment of such principal or interest without the written consent of the owner of each such Bond to which the change is applicable.

Section 15. Defeasance. When all Bonds have been discharged, all pledges, covenants and other rights granted to the owners thereof by this Resolution shall cease. The Municipality may discharge all Bonds due on any date by irrevocably depositing in escrow with a suitable bank or trust company a sum of cash and/or bonds or securities issued or guaranteed as to principal and interest of the U.S. Government, or of a commission, board or other instrumentality of the U.S. Government, maturing on the dates and bearing interest at the rates required to provide funds sufficient to pay when due the interest to accrue on each of said Bonds to its maturity or, at the Municipality's option, if said Bond is prepayable to any prior date upon which it may be called for redemption, and to pay and redeem the principal amount of each such Bond at maturity, or at the Municipality's option, if said Bond is prepayable, at its earliest redemption date, with the premium required for such redemption, if any, provided that notice of the redemption of all prepayable Bonds on such date has been duly given or provided for.

Section 16. Rebate Fund. Unless the Bonds are exempt from the rebate requirements of the Internal Revenue Code of 1986, as amended (the "Code"), the Municipality shall establish and maintain, so long as the Bonds and any Parity Bonds are outstanding, a separate account to be known as the "Rebate Fund." The sole purpose of the Rebate Fund is to provide for the payment of any rebate liability with respect to the Bonds under the relevant provisions of the Code and the Treasury Regulations promulgated thereunder (the "Regulations"). The Rebate Fund shall be maintained by the Municipality until all required rebate payments with respect to the Bonds have been made in accordance with the relevant provisions of the Code and the Regulations.

The Municipality hereby covenants and agrees that it shall pay to the United States from the Rebate Fund, at the times and in the amounts and manner required by the Code and the Regulations, the portion of the "rebate amount" (as defined in Section 1.148-3(b) of the Regulations) that is due as of each "computation date" (within the meaning of Section 1.148-3(e) of the Regulations). As of the date of this Resolution, the provisions of the Regulations specifying the required amounts of rebate installment payments and the time and manner of such payments are contained in Sections 1.148-3(f) and (g) of the Regulations, respectively. Amounts held in the Rebate Fund and the investment income therefrom are not pledged as security for the Bonds or any Parity Bonds and may only be used for the payment of any rebate liability with respect to the Bonds.

The Municipality may engage the services of accountants, attorneys or other consultants necessary to assist it in determining the rebate payments, if any, owed to the United States with respect to the Bonds. The Municipality shall maintain or cause to be maintained records of determinations of rebate liability with respect to the Bonds for each computation date until six (6) years after the retirement of the last of the Bonds. The Municipality shall make such records available to the State of Wisconsin upon reasonable request therefor.

Section 17. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the Municipality and the owner or owners of the Bonds, and after issuance of any of the Bonds no change or alteration of any kind in the provisions of this Resolution may be made, except as provided in Section 14, until all of the Bonds have been paid in full as to both principal and interest. The owner or owners of any of the Bonds shall have the right in addition to all other rights, by mandamus or other suit or action in any court of competent jurisdiction, to enforce such owner's or owners' rights against the Municipality, the Governing Body thereof, and any and all officers and agents thereof including, but without limitation, the right to require the Municipality, its Governing Body and any other authorized body, to fix and collect rates and charges fully adequate to carry out all of the provisions and agreements contained in this Resolution.

Section 18. Continuing Disclosure. The officers of the Municipality are hereby authorized and directed, if requested by the State of Wisconsin, to provide to the State of Wisconsin Clean Water Fund Program and to such other persons or entities as directed by the State of Wisconsin such ongoing disclosure regarding the Municipality's financial condition and other matters, at such times and in such manner as the Clean Water Fund Program may require, in order that securities issued by the Municipality and the State of Wisconsin satisfy rules and regulations promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended and as it may be amended from time to time, imposed on brokers and dealers of municipal securities before the brokers and dealers may buy, sell, or recommend the purchase of such securities.

Section 19. Conflicting Resolutions. All ordinances, resolutions (other than the Prior Resolutions), or orders, or parts thereof heretofore enacted, adopted or entered, in conflict with the provisions of this Resolution, are hereby repealed and this Resolution shall be in effect from and after its passage. In case of any conflict between this Resolution and the Prior Resolutions, the Prior Resolutions shall control as long as any of the respective Prior Bonds are outstanding.

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

State of Wisconsin
Department of Natural Resources
Bureau of Community Financial Assistance
101 South Webster Street, 2nd Floor
PO Box 7921
Madison, Wisconsin 53707-7921
(608) 266-7555

Financial Assistance Agreement
Clean Water Fund Program
Form 8700-214 rev 05/11

STATE OF WISCONSIN CLEAN WATER FUND PROGRAM

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES
DEPARTMENT OF ADMINISTRATION

and

CITY OF SHEBOYGAN

\$8,974,081

FINANCIAL ASSISTANCE AGREEMENT

Dated as of October 23, 2013

This constitutes a **Financial Assistance Agreement** under the State of Wisconsin's Clean Water Fund Program. This agreement is awarded pursuant to ss. 281.58 and 281.59, Wis. Stats. The purpose of this agreement is to award financial assistance from the Clean Water Fund Program. This agreement also discloses the terms and conditions of this award.

This agreement is only effective when signed by authorized officers of the municipality and an authorized officer of the State of Wisconsin Department of Natural Resources and the State of Wisconsin Department of Administration.

The Department of Natural Resources and the Department of Administration may rescind or terminate this agreement if the municipality fails to comply with the terms and conditions contained within. Any determination or certification made in this agreement by the Department of Natural Resources or the Department of Administration is made solely for the purpose of providing financial assistance under the Clean Water Fund Program.

Municipal Identification No. 59281
Clean Water Fund Program Project No. 4019-18

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WITNESSETH:

WHEREAS, this is a FINANCIAL ASSISTANCE AGREEMENT (the "FAA"), dated October 23, 2013, between the STATE OF WISCONSIN Clean Water Fund Program (the "CWFP"), by the Department of Natural Resources (the "DNR") and the Department of Administration (the "DOA"), acting under authority of ss. 281.58 and 281.59, Wis. Stats., as amended (the "Act"), and the City of Sheboygan, a municipality within the meaning of the Act, duly organized and existing under the laws of the State of Wisconsin (the "Municipality"); and

WHEREAS, the United States, pursuant to the Federal Water Quality Act of 1987 (the "Water Quality Act"), requires each state to establish a water pollution control revolving fund to be administered by an instrumentality of the state before the state may receive capitalization grants for eligible projects from the United States Environmental Protection Agency (the "EPA"), or any successor which may succeed to the administration of the program established by Title VI of the Water Quality Act; and

WHEREAS, the State of Wisconsin has, pursuant to ss. 281.58 and 281.59, Wis. Stats., established the CWFP to be used in part for purposes of the Water Quality Act; and

WHEREAS, the State of Wisconsin has, pursuant to s. 25.43, Wis. Stats., established a State of Wisconsin Environmental Improvement Fund which includes the CWFP; and

WHEREAS, DNR and DOA have the joint responsibility to provide CWFP financial assistance to municipalities for the construction of eligible wastewater pollution abatement projects, all as set forth in the Act; and

WHEREAS, the Municipality has submitted to DNR an application for financial assistance (the "Application") for a project (the "Project"), DNR has approved the Application and determined the Application meets the criteria for Project eligibility based on water quality and public health requirements established in applicable state statutes and regulations; and

WHEREAS, DNR has determined that the Municipality and the Project are eligible for financial assistance pursuant to s. 281.58(7)(b), Wis. Stats.; and

WHEREAS, DOA has determined the CWFP will provide financial assistance to the Municipality by making a loan (the "Loan") under s. 281.59(9), Wis. Stats., for the purposes of that subsection; and

WHEREAS, the Municipality has pledged the security, if any, required by DOA, and the Municipality has demonstrated to the satisfaction of DOA the financial capacity to ensure sufficient revenues to operate and maintain the Project for its useful life and to pay debt service on the obligations it issues for the Project; and

WHEREAS, the Municipality certifies to the CWFP that it has created a dedicated source of revenue, which may constitute taxes levied by the Municipality for repayment of the Loan; and

WHEREAS, approval of facility plans or engineering reports, and Plans and Specifications for the Project has been obtained by the Municipality from DNR subject to the provisions of applicable State environmental standards set forth in law, rules and regulations;

NOW, THEREFORE, in consideration of the promises and of the mutual representations, covenants and agreements herein set forth, the CWFP and the Municipality, each binding itself, its successors and assigns, do mutually promise, covenant and agree as follows:

ARTICLE I
DEFINITIONS; RULES OF INTERPRETATION

Section 1.01. Definitions The following capitalized terms as used in this FAA shall have the following meanings:

"Act" means ss. 281.58 and 281.59, Wis. Stats., as amended.

"Application" means the written application of the Municipality dated September 28, 2012, for financial assistance under the Act.

"Bonds" means bonds or notes issued by the State pursuant to the General Resolution, all or a portion of the proceeds of which shall be applied to make the Loan.

"Business Day" means any day on which State offices are open to conduct business.

"Clean Water Act" means the federal Clean Water Act, 33 U.S.C. §§1250 et seq., as amended.

"CWFP" means State of Wisconsin Clean Water Fund Program, established pursuant to ss. 281.58 and 281.59, Wis. Stats., and managed and administered by DNR and DOA.

"Code" means the Internal Revenue Code of 1986, as amended, and any successor provisions.

"DNR" means the State of Wisconsin Department of Natural Resources and any successor entity.

"DOA" means the State of Wisconsin Department of Administration and any successor entity.

"EPA" means the United States Environmental Protection Agency or any successor entity that may succeed to the administration of the program established by Title VI of the Water Quality Act.

"FAA" means this Financial Assistance Agreement.

"Fees and Charges" means the costs and expenses of DNR and DOA in administering the CWFP.

"Final Completion" means the Project construction is complete, DNR or agents thereof have certified that the Project was constructed according to DNR approved Plans and Specifications and that the facilities are operating according to design, and DNR has completed all necessary Project closeout procedures.

"Financial Assistance Agreement" means this Financial Assistance Agreement between the CWFP by DNR, DOA and the Municipality as the same may be amended from time to time in accordance with Section 6.04 hereof.

"General Resolution" means the Clean Water Revenue Bond General Resolution adopted by the State of Wisconsin Building Commission, as such may from time to time be amended or supplemented by Series Resolutions or Supplemental Resolutions in accordance with the terms and provisions of the General Resolution.

"Loan" means the loan or loans made by the CWFP to the Municipality pursuant to this FAA.

"Loan Disbursement Table" means the table, the form of which is included as Exhibit C hereto, with columns for inserting the following information:

- (a) amount of each disbursement,
- (b) date of each disbursement,
- (c) the series of Bonds from which each disbursement is made,
- (d) principal amounts repaid,

(e) outstanding principal balance.

"Municipal Obligation Counsel Opinion" means the opinion of counsel satisfactory to DOA, issued in conjunction with the Municipal Obligations, stating that:

(a) the FAA and the performance by the Municipality of its obligations thereunder have been duly authorized by all necessary action by the governing body of the Municipality, and the FAA has been duly executed and delivered by the Municipality;

(b) the Municipal Obligations have been duly authorized, executed and delivered by the Municipality and sold to the CWFP;

(c) each of the FAA and the Municipal Obligations constitutes a legal, valid and binding obligation of the Municipality, enforceable against the Municipality in accordance with its respective terms (provided that enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable and that its enforcement may also be subject to the exercise of judicial discretion in appropriate cases);

(d) the Municipal Obligations constitute special obligations of the Municipality secured as to payment of principal, interest and redemption price by the pledged revenues as set forth therein;

(e) interest on the Municipal Obligations is not included in gross income of the owners thereof for federal income taxation purposes under existing laws, regulations, rulings and judicial decisions;

(f) the Municipal Obligations are not "arbitrage bonds" within the meaning of Section 148 of the Code and the arbitrage regulations; and

(g) the Municipal Obligations are not "private activity bonds" as defined in Section 141(a) of the Code.

"Municipal Obligation Resolution" means that action taken by the governing body of the Municipality authorizing the issuance of the Municipal Obligations.

"Municipal Obligations" means the bonds or notes issued and delivered by the Municipality to the CWFP, a specimen copy of which is included in the Municipal Obligations transcript.

"Municipality" means City of Sheboygan, a "municipality" within the meaning of the Act, duly organized and existing under the laws of the State, and any successor entity.

"Parallel Cost Percentage" means the proportion of Project Costs eligible for below-market-rate financing relative to the total Project Cost eligible for CWFP financing.

"Parity Obligations" means the Municipality's \$4,375,561 Sewerage System Revenue Bonds, Series 1995A, dated November 30, 1995, the \$3,250,000 Sewerage System Revenue Bonds, Series 1996B, dated November 26, 1996, the \$2,947,632 Sewerage System Revenue Bonds, Series 2010A, dated May 26, 2010, and any other obligations issued on a parity with the Municipal Obligations pursuant to the restrictive provisions of Section 11 of the Municipal Obligation Resolution.

"Plans and Specifications" means the Project design plans and specifications assigned No. S-2012-0463, approved by DNR on January 10, 2013, as the same may be amended or modified from time to time in accordance with this FAA.

"Progress payments" means payments for work in place and materials or equipment that have been delivered or are stockpiled in the vicinity of the construction site. This includes payments for undelivered,

specifically manufactured equipment if: (1) designated in the specifications, (2) could not be readily utilized or diverted to another job and (3) a fabrication period of more than 6 months is anticipated.

"Project" means the project assigned CFWP Project No. 4019-18 by DNR, described in the Project Manager Summary Page (Exhibit F), and further described in the DNR approval letter for the Plans and Specifications, or portions thereof, issued under s. 281.41, Wis. Stats.

"Project Costs" means the costs of the Project that are eligible for financial assistance from the CFWP under the Act, which are allowable costs under the Regulations, which have been incurred by the Municipality, an estimate of which is set forth in Exhibit A hereto and made a part hereof.

"Regulations" means chs. NR 150 and NR 162, Wis. Adm. Code, the regulations of DNR, and ch. Adm. 35, Wis. Adm. Code, the regulations of DOA, adopted pursuant to and in furtherance of the Act, as such may be adopted or amended from time to time.

"Series Resolution" or "Supplemental Resolution" shall have the meaning set forth in the General Resolution.

"Servicing Fee" means any servicing fee that may be imposed by DNR and DOA pursuant to s. 281.58(9)(d), Wis. Stats., which shall cover the estimated costs of reviewing and acting upon the Application and servicing this FAA, and which the Municipality is obligated to pay as set forth in Section 3.04 hereof.

"Sewer Use Ordinance" means the ordinance, or other legislative enactments meeting the requirements of the Regulations, that is enacted and enforced in each jurisdiction served by the Project.

"Sewerage System" means the entire sewerage system of the Municipality, specifically including that portion of the Project owned by the Municipality and including all property of every nature now or hereafter owned by the Municipality for the collection, transmission, treatment and disposal of domestic and industrial sewerage and waste.

"State" means the State of Wisconsin.

"Substantial Completion" means the point in time when Project construction has been completed and the treatment process operation has been initiated or is capable of being put into operation, or for collection system or storm water projects or portions of projects that provided little or no treatment, it means the point in time when wastewater or storm water conveyance has been initiated or is capable of being initiated.

"Trustee" means the trustee appointed by the State pursuant to the General Resolution and any successor trustee.

"User Charge System" means a system of charges meeting the requirements of s. NR 162.08, Wis. Adm. Code.

"User Fees" means fees charged or to be charged to users of the Project or the Sewerage System of which the Project is a part pursuant to a User Charge System or otherwise.

"Water Quality Act" means the federal Water Quality Act of 1987, as amended.

"WPDES Permit" means a Wisconsin Pollutant Discharge Elimination System permit issued under ch. 283, Wis. Stats.

Section 1.02. Rules of Interpretation Unless the context clearly indicates to the contrary, the following rules shall apply to the context of this FAA:

- (a) Words importing the singular number shall include the plural number and vice versa, and one gender shall include all genders.

(b) All references herein to particular articles or sections are references to articles or sections of this FAA.

(c) The captions and headings herein are solely for convenience of reference and shall not constitute a part of this FAA nor shall they affect its meaning, construction or effect.

(d) The terms "hereby", "hereof", "hereto", "herein", "hereunder" and any similar terms, as used in this FAA refer to the FAA in its entirety and not the particular article or section of this FAA in which they appear, and the term "hereafter" means after, and the term "heretofore" means before, the date of delivery of this FAA.

(e) All accounting terms not otherwise defined in this FAA have the meanings assigned to them in accordance with generally accepted accounting principles, and all computations provided for herein shall be made in accordance with generally accepted accounting principles.

ARTICLE II
REPRESENTATIONS

Section 2.01. Representations of the CWFP The CWFP represents and warrants as follows:

- (a) The State is authorized to issue the Bonds in accordance with the Act and the General Resolution and to use the proceeds thereof to provide funds for the making of the Loan to the Municipality to undertake and complete the Project.
- (b) The CWFP has complied with the provisions of the Act and has full power and authority to execute and deliver this FAA and to consummate the transactions contemplated hereby and perform its obligations hereunder.
- (c) The CWFP is not in violation of any of the provisions of the Constitution or laws of the State which would affect its powers referred to in the preceding paragraph (b).
- (d) Pursuant to ss. 281.58 and 281.59, Wis. Stats., the CWFP is authorized to execute and deliver the FAA and to take actions and make determinations that are required of the CWFP under the terms and conditions of the FAA.
- (e) The execution and delivery by the CWFP of this FAA and the consummation of the transactions contemplated by this FAA shall not violate any indenture, mortgage, deed of trust, note, agreement or other contract or instrument to which the State is a party or by which it is bound, or to the best of the CWFP's knowledge, any judgment, decree, order, statute, rule or regulation applicable to the CWFP, and all consents, approvals, authorizations and orders of governmental or regulatory authorities that are required for the consummation of the transactions contemplated thereby have been obtained.
- (f) There is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or, to the knowledge of the CWFP, threatened against or affecting the CWFP, or to the knowledge of the CWFP, any basis therefor, wherein an unfavorable decision, ruling, or finding would adversely affect the transactions contemplated hereby or which, in any way, could adversely affect the validity of this FAA or any agreement or instrument to which the State is a party and which is used or contemplated for use in consummation of the transactions contemplated by each of the foregoing.

Section 2.02. Representations of the Municipality The Municipality represents, covenants and warrants as follows:

- (a) The Municipality possesses the legal municipal form of a city under ch. 62, Wis. Stats. The Municipality is located within the State and is a "municipality" within the meaning of the Act, duly organized and existing under the laws of the State, and has full legal right, power and authority to:
 - (1) conduct its business and own its properties,
 - (2) enter into this FAA,
 - (3) adopt the Municipal Obligation Resolution,
 - (4) issue and deliver the Municipal Obligations to the CWFP as provided herein, and
 - (5) carry out and consummate all transactions contemplated by each of the aforesaid documents.
- (b) The Municipality's Project is a project that is necessary to prevent the applicant from significantly exceeding an effluent limitation contained in its WPDES Permit (compliance maintenance).
- (c) With respect to the issuance of the Municipal Obligations, the Municipality has complied with the Municipal Obligation Resolution and with all applicable laws of the State.

(d) The governing body of the Municipality has duly approved the execution and delivery of this FAA and the issuance and delivery of the Municipal Obligations in the aggregate principal amount of \$8,974,081, and has authorized the taking of any and all action as may be required on the part of the Municipality and its authorized officers to carry out, give effect to and consummate the transactions contemplated by each of the foregoing.

(e) This FAA and the Municipal Obligations have each been duly authorized, executed and delivered and constitute legal, valid and binding obligations of the Municipality, enforceable in accordance with their respective terms.

(f) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the Municipality, threatened against or affecting the Municipality, or to the knowledge of the Municipality any basis therefor:

(1) affecting the creation, organization or existence of the Municipality or the title of its officers to their respective offices;

(2) seeking to prohibit, restrain or enjoin the execution of this FAA or the issuance or delivery of the Municipal Obligations;

(3) in any way contesting or affecting the validity or enforceability of the Municipal Obligation Resolution, the Municipal Obligations, this FAA, or any agreement or instrument relating to any of the foregoing or used or contemplated for use in the consummation of the transactions contemplated by this FAA; or

(4) wherein an unfavorable decision, ruling or finding could adversely affect the transactions contemplated hereby or by the Municipal Obligation Resolution or the Municipal Obligations.

(g) The Municipality is not in any material respect in breach of or in default under any applicable law or administrative regulation of the State or the United States or any applicable judgment or decree or any agreement or other instrument to which the Municipality is a party or by which it or any of its properties is bound, and no event has occurred that, with the passage of time, the giving of notice, or both, could constitute such a breach or default. The execution and delivery of this FAA, the issuance and delivery of the Municipal Obligations, the adoption of the Municipal Obligation Resolution and compliance with the respective provisions thereof shall not conflict with, or constitute a breach of, or default under any applicable law or administrative regulation of the State or of the United States or any applicable judgment or decree or any agreement or other instrument to which the Municipality is a party, or by which it or any of its property is bound.

(h) The Municipal Obligations constitute validly issued, legally binding special obligations of the Municipality secured as set forth therein.

(i) The resolutions of the Municipality accepting the Loan and the Municipal Obligation Resolution have been duly adopted by the Municipality and remain in full force and effect as of the date hereof.

(j) The Municipality has full legal right and authority and all necessary permits, licenses and approvals (other than such permits, licenses, easements or approvals which are not, by their nature, obtainable prior to Substantial Completion of the Project) required as of the date hereof to own the Project, to carry on its activities relating thereto, to undertake and complete the Project and to carry out and consummate all transactions contemplated by this FAA.

(k) The Municipality represents that it has not made any commitment or taken any action that shall result in a valid claim for any finders' or similar fees or commitments in respect to the issuance and sale of the Municipal Obligations and the making of the Loan under this FAA.

(l) Each of the facilities constituting a part of the Project is eligible for financing from the CWFP and the estimated cost of the Project is equal to or in excess of the principal amount of the Municipal Obligations. The Project is an eligible project under s. 281.58(7), Wis. Stats. Portions of the Project that are ineligible for financing from the CWFP are listed within the Project Manager Summary Page attached hereto as Exhibit F. The Municipality intends the Project to be and continue to be an eligible Project under the Act during the term of this FAA.

(m) All amounts shown in Exhibit A of this FAA are costs of a Project eligible for financial assistance from the CWFP under the Act. All proceeds of any borrowing of the Municipality that have been spent and are being refinanced with the proceeds of the Loan made hereunder have been spent on eligible Project Costs. All Project Costs are reasonable, necessary and allocable by the Municipality to the Project under generally accepted accounting principles. None of the proceeds of the Bonds shall be used directly or indirectly by the Municipality as working capital or to finance inventory, as opposed to capital improvements.

(n) The Project is in compliance with all applicable federal, state and local laws and ordinances (including rules and regulations) relating to zoning, building, safety and environmental quality. The Municipality intends to proceed with due diligence to complete the Project pursuant to Section 4.04 hereof. The Municipality has complied with and completed all requirements of DNR necessary to commence construction of the Project prior to the date hereof.

(o) The Municipality does not intend to lease the Project or enter into a long-term contract for operation of the Project except as set forth in Exhibit D.

(p) The Municipality shall not take or omit to take any action which action or omission shall in any way cause the proceeds of the Bonds to be applied in a manner contrary to that provided in the General Resolution, as the same is in force from time to time.

(q) The Municipality has not taken and shall not take any action, and presently knows of no action, that any other person, firm or corporation has taken or intends to take, that would cause interest on the Municipal Obligations to be includable in the gross income of the owners of the Municipal Obligations for federal income tax purposes. The representations, certifications and statements of reasonable expectation made by the Municipality as referenced in the Municipal Obligation Counsel Opinion and No Arbitrage Certificate are hereby incorporated by this reference as though fully set forth herein.

(r) Other than (1) "preliminary expenditures" as defined in the Treas. Regs. 26 CFR 1.150-2 in an amount not exceeding 20% of the principal amount of the Municipal Obligations, or (2) a "de minimis" amount as defined in the Treas. Regs. 26 CFR 1.150-2 in an amount not exceeding the lesser of \$100,000 or 5% of the principal amount of the Municipal Obligations, all of the proceeds of the Bonds loaned to the Municipality (other than refunding proceeds, if any) shall be used for Project Costs paid by the Municipality subsequent to a date which is 60 days prior to the date on which the Municipality adopted a reimbursement resolution pursuant to Treas. Regs. 26 CFR 1.150-2 stating its intent to reimburse other funds of the Municipality used to finance the Project, or subsequent to the issuance date of the Municipal Obligations.

(s) The Municipality represents that it has satisfied all the applicable requirements in s. 281.58, Wis. Stats., and ch. NR 162, Wis. Adm. Code.

(t) The Municipality has adopted a rate, charge or assessment schedule that will generate annually sufficient revenue to pay the principal of and interest on the Municipal Obligations.

(u) The Municipality is in substantial compliance with all conditions, requirements and terms of financial assistance previously awarded through the federal construction grants program and the Wisconsin Fund construction grants program, and the CWFP.

(v) The Municipality has met all terms and conditions contained within, and has received DNR approval for the Municipality's Plans and Specifications for the Project described in the definitions hereof.

(w) The Municipality represents that it has submitted to DNR a bid tabulation for the Project, with a recommendation to DNR for review and concurrence. The expected or actual Substantial Completion date of the Project is September 30, 2014.

(x) The Municipality acknowledges that s. 281.59(11)(b), Wis. Stats., and the General Resolution provide that if the Municipality fails to repay the Loan when due, the State shall recover amounts due the CWFP by deducting those amounts from any State payments due the Municipality.

This means that the following State payments would have been subject to this deduction:

	Transportation	State-shared	Total
2011	\$1,897,742.51	\$11,598,524.12	\$13,496,266.63
2012	\$1,729,598.70	\$10,950,694.69	\$12,680,293.39

The amount of State payments anticipated for this year, among others, and as changed or modified from time to time, that are subject to this deduction are:

2013	\$1,748,457.24	\$10,956,964.13	\$12,705,421.37
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These are not the entire amounts of State aid distributed to the Municipality. Other State aid is subject to intercept on failure of the Municipality to make full Loan payments due the CWFP.

The Municipality acknowledges that s. 70.60, Wis. Stats., and the General Resolution, provide that if the Municipality fails to repay the Loan when due, the State shall recover amounts due the CWFP by adding a special charge to the amount of taxes apportioned to and levied upon the county in which the Municipality is located.

(y) The Municipality acknowledges that the State reserves the right upon default by the Municipality hereunder to have a receiver appointed to collect User Fees from the operation of the Municipality's Sewerage System or, in the case of a joint utility system, to bill the users of the Municipality's Sewerage System directly.

(z) The representations of the Municipality in the Application are true and correct as of the date of this FAA and are incorporated herein by reference as if fully set forth in this place.

(aa) There has been no material adverse change in the financial condition or operation of the Municipality or the Project since the submission date of the Application.

ARTICLE III
LOAN PROVISIONS

Section 3.01. Loan Clauses

(a) Subject to the conditions and in accordance with the terms of this FAA, the CWFP hereby agrees to make the Loan, and the Municipality agrees to accept the Loan. As evidence of the Loan made to the Municipality, the Municipality hereby agrees to sell to the CWFP Municipal Obligations in the aggregate principal amount of \$8,974,081. The CWFP shall pay for the Municipal Obligations in lawful money of the United States, which shall be disbursed as provided in this FAA.

(b) Prior to disbursement, Loan proceeds shall be held by the CWFP or by the Trustee for the account of the CWFP. Earnings on undisbursed Loan proceeds shall be for the account of the CWFP. Loan proceeds shall be disbursed only upon submission by the Municipality of disbursement requests and approval thereof as set forth in Section 3.06 hereof.

(c) The Loan shall bear interest at the rate of two and 625/1000ths percent (2.625%) per annum, and interest shall accrue and be payable only on Loan proceeds actually disbursed, from the date of disbursement until the date such amounts are repaid. A description of how the interest rate was determined is included in the Project Manager Summary Page (Exhibit F).

(d) The Municipal Obligation shall include the Loan Disbursement Table (Exhibit C). The actual dates of disbursements shall be reflected as part of the Municipal Obligations. DOA shall make entries as each disbursement is made and as each principal amount is repaid; the CWFP and the Municipality agree that such entries shall be mutually binding.

(e) Upon Final Completion of the Project, DOA may request that the Municipality issue substitute Municipal Obligations in the aggregate principal amount equal to the outstanding principal balance of the Loan.

(f) The Municipality shall deliver, or cause to be delivered, a Municipal Obligation Counsel Opinion to the CWFP concurrently with the delivery of the Municipal Obligations.

Section 3.02. Loan Amortization Principal and interest payments on the Loan (and on the Municipal Obligations evidencing the Loan) shall be due on the dates set forth in Exhibit B of this FAA. The payment amounts shown on Exhibit B are for informational purposes only and assume the full amount of the Loan is disbursed to the Municipality on October 23, 2013. It is understood that the actual amount of the Municipality's Loan payments shall be based on the actual date and amount of Loan disbursements for the Project. Notwithstanding the foregoing or anything in the Municipal Obligations, the Loan shall be for no longer than twenty (20) years from the date of this FAA, and shall mature and be fully amortized not later than twenty (20) years after the original issue date of the Municipal Obligations. Repayment of principal on the Loan shall begin not later than twelve (12) months after the expected or actual Substantial Completion date of the Project.

Section 3.03. Type of Municipal Obligation and Security The Municipality's obligation to meet annual debt service requirements shall be a revenue obligation evidenced by issuance of revenue bonds pursuant to s. 66.0621, Wis. Stats. The security for the Municipality's obligation shall be a pledge of revenues to be derived from the Municipality's Sewerage System, and the Municipality shall agree that if revenues from the Sewerage System are insufficient to meet annual debt service requirements, the Municipality shall purchase sewerage services in amounts sufficient to meet annual debt service requirements as provided in and set forth in Section 9 of the Municipal Obligation Resolution. The annual revenues net of all current expenses shall be equal to not less than the annual principal and interest requirements on the Municipal Obligations, any Parity Obligations and any other debt obligations payable from the revenues of the Sewerage System then outstanding, times the greater of (i) 110 percent or (ii) the highest debt service coverage ratio required with respect to any Parity Obligations or any other debt obligations payable from the revenues of the Sewerage System then outstanding. As of the date of this FAA, the required debt service coverage ratio is

110 percent; however, this percentage is subject to change as outlined in the prior sentence. The Loan is also secured as provided in Section 3.08 hereof.

Section 3.04. Other Amounts Payable The Municipality hereby expressly agrees to pay to the CWFP:

(a) such Servicing Fee as the CWFP may impose pursuant to s. 281.58(9)(d), Wis. Stats., which shall be payable in semiannual installments on each interest payment date; such a Servicing Fee shall be imposed upon the Municipality after approval of a future Biennial Finance Plan by the State of Wisconsin Building Commission which contains a Servicing Fee requirement, schedule and amount; and

(b) the Municipality's allocable share of the Fees and Charges as such costs are incurred. Allocable share shall mean the proportionate share of the Fees and Charges based on the outstanding principal of the Loan.

Amounts paid by the Municipality pursuant to this Section 3.04 shall be deposited in the Expense Fund established pursuant to the General Resolution.

Section 3.05. Sale and Redemption of Municipal Obligations

(a) Municipal Obligations may not be prepaid without the prior written consent of the CWFP. The CWFP has sole discretion to withhold such consent.

(b) The Municipality shall pay all costs and expenses of the CWFP in effecting the redemption of the Bonds to be redeemed with the proceeds of the prepayment of the Municipal Obligations. Such costs and expenses may include any prepayment premium applicable to the CWFP and any investment losses incurred or sustained by the CWFP resulting directly or indirectly from any such prepayment.

(c) Subject to subsection (a), the Municipality may prepay the Loan with any settlements received from any third party relating to the design or construction of the Project.

(d) Prepayments of the Municipal Obligations shall be applied pro rata to all maturities of the Municipal Obligations.

Section 3.06. Disbursement of Loan Proceeds

(a) Each disbursement request shall be delivered to DNR. Each request must contain invoices or other evidence acceptable to DNR and DOA that Project Costs for which disbursement is requested have been incurred by the Municipality.

(b) The CWFP, through its agents or Trustee, plans to make disbursements of Loan proceeds on a semimonthly basis, upon approval of each disbursement request by DNR and DOA. Such approval by DNR and DOA may require adjustment and corrections to the disbursement request submitted by the Municipality. The Municipality shall be notified whenever such an adjustment or correction is made by DNR or DOA.

(c) Disbursements made to the Municipality are subject to pre- and post-payment adjustments by DNR or DOA.

(1) If the Loan proceeds are not yet fully disbursed, and CWFP funds were previously disbursed for non-CWFP funded Project Costs, the CWFP shall make necessary adjustments to future disbursements.

(2) If the Loan proceeds are fully disbursed, including disbursements for non-CWFP funded Project Costs, the Municipality agrees to repay to the CWFP an amount equal to the non-CWFP funded Project Costs within 60 days of notification by DNR or DOA. The CWFP shall then apply the amount it receives as a Loan prepayment.

(d) The CWFP or its agent shall disburse Loan proceeds only to the Municipality's account by electronic transfer of funds. The Municipality hereby covenants that it shall take actions and provide information necessary to facilitate these transfers.

(e) Disbursement beyond ninety-five percent (95%) of the principal amount of the Loan, unless otherwise agreed to by DNR and DOA pursuant to a written request from the Municipality, may be withheld until:

(1) DNR is satisfied that the Project has been completed in accordance with the Plans and Specifications, DNR has approved all change orders relating to the Project, and DNR has determined that the Project is in compliance with the Municipality's WPDES Permit;

(2) the Municipality certifies to DNR its acceptance of the Project from its contractors;

(3) DNR certifies in writing to DOA the Municipality's compliance with all applicable requirements of this FAA; and

(4) the Municipality certifies in writing to DNR its compliance with the wage rate requirements. Certification must be as prescribed on Exhibit G.

(f) The following IRS Regulation applies to project expenditures. IRS Regulation 1.148-6(d)(1)(iii), which states, in part, "An issuer must account for the allocation of proceeds to expenditures not later than 18 months after the later of the date the expenditure is paid or the date the project, if any, that is financed by the issue is placed in service".

Section 3.07. Remedies

(a) If the Municipality:

(1) or any authorized representative is not complying with federal or state laws, regulations, or requirements relating to the Project, and following due notice by DNR the Project is not brought into compliance within a reasonable period of time; or

(2) is not complying with or is in violation of any provision set forth in this FAA; or

(3) is not in compliance with the Act or the Regulations;

then DNR may, until the Project is brought into compliance or the FAA non-compliance is cured to the satisfaction of DNR or DOA, impose one (1) or more of the following sanctions:

(i) Progress payments or disbursements otherwise due the Municipality of up to 20% may be withheld.

(ii) Project work may be suspended.

(iii) DNR may request a court of appropriate jurisdiction to enter an injunction or afford other equitable or judicial relief as the court finds appropriate.

(iv) Other administrative remedies may be pursued.

(b) If the Municipality fails to make any payment when due on the Municipal Obligations or fails to observe or perform any other covenant, condition, or agreement on its part under this FAA for a period of thirty (30) days after written notice is given to the Municipality by DNR, specifying the default and requesting that it be remedied, the CWFP is provided remedies by law and this FAA. These remedies include, but are not limited to, the following rights:

(1) Pursuant to s. 281.59(11)(b), Wis. Stats., DOA shall place on file a certified statement of all amounts due the CWFP under this FAA. DOA may collect all amounts due the CWFP by deducting those amounts from any State payments due the Municipality, or add a special charge to the amount of taxes apportioned to and levied upon the county in which the Municipality is located under s. 70.60, Wis. Stats.

(2) Pursuant to s. NR 162.18(1), Wis. Adm. Code, DNR may: declare the unpaid Loan balance due and immediately payable; increase the interest rate on the unpaid balance of the Loan to the market interest rate in effect on the date the FAA was executed; or immediately terminate the FAA and disburse no additional funds, if the Loan has not been fully disbursed.

(3) The CWFP may, without giving bond to the Municipality or anyone claiming under it, have a receiver appointed for the CWFP's benefit of the Project and the Municipality's Sewerage System and of the earnings, income, rents, issues and profits thereof, with such powers as the court making such appointment shall confer. The Municipality hereby irrevocably consents to such appointment.

(4) In the case of a joint utility system, the CWFP may bill the users of the Municipality's system directly.

(5) The CWFP may enforce any right or obligation under this FAA, including the right to seek specific performance or mandamus, whether such action is at law or in equity.

Section 3.08. Security for the Loan In accordance with the terms of the Municipal Obligation Resolution:

(a) as security for the Loan hereunder, the Municipality hereby pledges the revenue to be derived from the Municipality's Sewerage System (which is a dedicated source of revenue); and

(b) other than as already pledged to the outstanding Parity Obligations, the Municipality shall not pledge the revenues, except as provided in Section 11 of the Municipal Obligation Resolution, to be derived from the Municipality's User Charge System or other revenues pledged under Section 3.08(a), above, to any person other than the CWFP, unless the revenues pledged to such other person meet the highest debt coverage ratio then applicable to the Municipality.

Section 3.09. Effective Date and Term This FAA shall become effective upon its execution and delivery by the parties hereto, shall remain in full force and effect from such date and shall expire on such date as the Municipal Obligations shall be discharged and satisfied in accordance with the provisions thereof.

ARTICLE IV
CONSTRUCTION OF THE PROJECT

Section 4.01. Insurance The Municipality agrees to maintain property and liability insurance for the Sewerage System and Project that is reasonable in amount and coverage and that is consistent with prudent municipal insurance practices for the term of the Loan. The Municipality agrees to provide written evidence of insurance coverage to the CWFP upon request at any time during the term of the Loan.

In the event that the Sewerage System or Project is damaged or destroyed, the Municipality agrees to use the proceeds from its insurance coverage either to repay the Loan or to repair or replace the Sewerage System.

Section 4.02. Construction of the Project The Municipality shall construct the Project, or cause it to be constructed, to Final Completion in accordance with the Application and the Plans and Specifications. The Municipality shall proceed with the acquisition and construction of the Project in conformity with law and with all applicable requirements of governmental authorities having jurisdiction with respect thereto, subject to such modifications of Plans and Specifications that alter the cost of the Project, use of space, scope or functional layout as may be previously approved by DNR.

Section 4.03. Performance Bonds The Municipality shall provide, or cause to be provided, performance bonds assuring the performance of the work to be performed under all construction contracts entered into with respect to the Project. All performance bonds required hereunder shall be issued by independent surety companies authorized to transact business in the State.

Section 4.04. Completion of the Project

(a) The Municipality agrees that it shall undertake and complete the Project for the purposes and in the manner set forth in this FAA and in accordance with all federal, state and local laws, ordinances and regulations applicable thereto. The Municipality shall, with all practical dispatch and in a sound and economical manner, complete or cause to be completed, the acquisition and construction of the Project, and do all other acts necessary and possible to entitle it to receive User Fees with respect to the Project at the earliest practicable time. The Municipality shall obtain all necessary approvals from any and all governmental agencies prior to construction which are requisite to the Final Completion of the Project.

(b) The Municipality shall notify DNR of the Substantial Completion of the Project. The Municipality shall cause to be prepared as-built plans for the Project at or prior to completion thereof.

(c) The Municipality shall take and institute such proceedings as shall be necessary to cause and require all contractors and material suppliers to complete their contracts diligently and in accordance with the terms of the contracts including, without limitation, the correcting of defective work.

(d) Upon Final Completion of the Project in accordance with the Plans and Specifications, the Municipality shall:

- (1) certify to DNR its acceptance of the Project from its contractors, subject to claims against contractors and third parties;
- (2) complete and deliver to DNR the completed Contract Utilization of Disadvantaged Business Enterprises (DBE) form attached hereto as Exhibit E of this FAA;
- (3) obtain all required permits and authorizations from appropriate authorities, if required, for operation and use of the Project; and
- (4) submit to DNR an Operation and Maintenance Manual Certification Checklist.

Section 4.05. Payment of Additional Project Costs

(a) In the event of revised eligibility determinations, cost overruns and amendments exceeding the Loan amount, the CWFP may allocate additional financial assistance to a Project. The allocation of additional financial assistance may be in the form of a loan at less than the market interest rate, which is established pursuant to the Act and Regulations. The allocation of additional financial assistance shall depend upon availability of funds and present value subsidy, pursuant to the Act and the Regulations.

(b) In the event that Loan proceeds are not sufficient to pay the costs of the Project in full, the Municipality shall nonetheless complete the Project and pay that portion of the Project Costs as may be in excess of available Loan proceeds, and shall not be entitled to any reimbursement therefor from the CWFP, or the owners of any bonds, except from the proceeds of additional financing which may be provided by the CWFP pursuant to an amendment of this FAA or through a separate FAA.

Section 4.06. No Warranty Regarding Condition, Suitability or Cost of Project Neither the CWFP, DOA, DNR nor the Trustee makes any warranty, either express or implied, as to the Project or its condition or that it shall be suitable for the Municipality's purposes or needs, or that the proceeds of the Loan shall be sufficient to pay the costs of the Project. Review or approval of engineering reports, facilities plans, Plans and Specifications, or other documents, or the inspection of Project construction by DNR does not relieve the Municipality of its responsibility to properly plan, design, build and effectively operate and maintain the Project as required by laws, regulations, permits and good management practices. DNR or its representatives are not responsible for increased costs resulting from defects in the Plans and Specifications or other Project documents. Nothing in this section prohibits a Municipality from requiring more assurances, guarantees, or indemnity or other contractual requirements from any party performing Project work.

**ARTICLE V
COVENANTS**

Section 5.01. Application of Loan Proceeds The Municipality shall apply the proceeds of the Loan solely for Project Costs.

Section 5.02. Operation and Maintenance; Equipment Replacement Fund

(a) After completion of the Project, the Municipality shall:

(1) at all times operate the Project or otherwise cause the Project to be operated properly and in a sound and economical manner, including proper training of personnel;

(2) maintain, preserve and keep the Project or cause the Project to be maintained, preserved and kept, in good repair, working order and condition; and

(3) periodically make, or cause to be made, all necessary and proper repairs, replacements and renewals so that at all times the operation of the Project may be properly conducted in a manner that is consistent with the requirements of the WPDES Permit. The Municipality shall not, without the approval of DNR, discontinue operation of or sell or otherwise dispose of the Sewerage System, except for portions of the Sewerage System sold or otherwise disposed of in the course of ordinary repair and replacement of parts so long as the Loan is outstanding.

(b) The Municipality shall establish an equipment replacement fund according to s. NR 162.08, Wis. Adm. Code, and maintain the equipment replacement fund as a separate fund of the Municipality. All User Fees or other revenues specifically collected for the equipment replacement fund shall be deposited into the equipment replacement fund and used for replacement and major repair of equipment necessary for the operation of the Sewerage System. Annual deposits shall be made to the equipment replacement fund in amounts sufficient to meet the equipment replacement itemized schedule developed by the Municipality or the percentage schedule option. The Project Manager Summary Page (Exhibit F) shall specify the required annual deposit or required minimum balance/percentage.

Section 5.03. Compliance with Law At all times during construction of the Project and operation of the Sewerage System, the Municipality shall comply with all applicable federal, state and local laws, ordinances, rules, regulations, permits, approvals and this FAA, including without limitation, the Act, the Regulations and the WPDES Permit.

Section 5.04. Public Ownership The Municipality shall at all times retain ownership of the Project and the Sewerage System of which it is a part.

Section 5.05. Establishment of Project Accounts; Audits

(a) The Municipality shall maintain Project accounts in accordance with generally accepted accounting principles (GAAP) and directions issued by the CWFP. Without any request, the Municipality shall furnish to DOA, as soon as available and in any event within one hundred twenty (120) days after the close of each fiscal year, a copy of the audit report for such year and accompanying GAAP-based financial statements for such period, as examined and reported by such independent certified public accountants of recognized standing selected by the Municipality and reasonably satisfactory to DOA, whose reports shall indicate that the accompanying financial statements have been prepared in conformity with GAAP.

(b) The Municipality shall maintain a separate account that reflects the receipt and expenditure of all CWFP funds for the Project. All Loan proceeds shall be credited promptly upon receipt thereof and shall be reimbursement for or expended only for Project Costs. The Municipality shall permit any

authorized representative of DNR or DOA, or agents thereof, the right to review or audit all records relating to the Project or the Loan, and shall produce, or cause to be produced, all records relating to any work performed under the terms of this FAA for examination at such times as may be designated by any of them or their authorized representatives, and shall permit extracts and copies of the Project records to be made by them or their authorized representatives, and shall fulfill information requests by them or their authorized representatives.

Section 5.06. Records The Municipality shall retain all files, books, documents and records relating to construction of the Project for at least three years following the date of Final Completion of the Project, or for longer periods if necessary due to any appeal, dispute, or litigation. All other files and records relating to the Project shall be retained so long as this FAA remains in effect. As-built plans for the Project shall be retained for the useful life of the Project.

Section 5.07. Project Areas The Municipality shall permit representatives of DNR access to the Project and related records at all reasonable times, include provisions in all contracts permitting such access during construction and operation of the Sewerage System, and allow extracts and copies of Project records to be made by DNR representatives.

Section 5.08. Engineering Inspection The Municipality shall provide competent and adequate inspection of all Project construction, under the direction of a professional engineer licensed by the State. The Municipality shall direct such engineer to inspect work necessary for the construction of the Project and to determine whether such work has been performed in accordance with the Plans and Specifications. Any such work not in accordance with the Plans and Specifications shall be remedied, unless such noncompliance is waived by DNR.

Section 5.09. Tax Covenants

(a) The Municipality covenants and agrees that it shall not take any action or omit to take any action, which action or omission would result in the loss of the exclusion of the interest on any Municipal Obligations now or hereafter issued from gross income for purposes of federal income taxation as that status is governed by Section 103(a) of the Code or any successor provision.

(b) The Municipality shall not take any action or omit to take any action, which action or omission would cause its Municipal Obligations to be "private activity bonds" within the meaning of Section 141(a) of the Code or any successor provision.

(c) The Municipality shall not directly or indirectly use or permit the use of any proceeds of the Bonds (or amounts replaced with such proceeds) or any other funds or take any action or omit to take any action, which use or action or omission would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code or any successor provision. The Municipality hereby further covenants to ensure that all amounts actually received by such Municipality from the CWFP are advanced to the entity submitting the invoice (or to reimburse the Municipality) to which each amount relates within three business days and that all amounts actually received by such Municipality from the CWFP shall not be invested in any interest-bearing account.

(d) The Municipality shall not use (directly or indirectly) the proceeds of the Bonds in any manner that would constitute an "advance refunding" within the meaning of Section 149(d)(5) of the Code or any successor provision.

Section 5.10. User Fee Covenant

(a) The Municipality hereby certifies that it has adopted and shall charge User Fees with respect to the Project in accordance with applicable laws and the Act and in amounts such that revenues of the Municipality with respect to the Project shall be sufficient, together with other funds available to the Municipality for such purposes, to pay all costs of operating and maintaining the Project in accordance with this FAA, and to pay all amounts due under this FAA and the Municipal Obligations.

(b) The Municipality covenants that it shall adopt and shall adequately maintain for the design life of the Project a system of User Fees with respect to the Project in accordance with s. NR 162.08, Wis. Adm. Code. The Municipality covenants that it shall review the User Charge System at least every two years and shall revise and charge User Fees with respect to the Project such that the revenues and funds described in paragraph (a) shall be sufficient to pay the costs described in paragraph (a).

Section 5.11. Notice of Impaired System The Municipality shall promptly notify DNR and DOA in the case of any material damage to or destruction of the Project or any part thereof, or actual or threatened proceedings for the purpose of taking or otherwise affecting by condemnation, eminent domain or otherwise, all or a part of the Sewerage System, any action, suit or proceeding at law or in equity or by or before any governmental instrumentality or agency, or any other event which may impair the ability of the Municipality to construct the Project or operate the Sewerage System or set and collect User Fees as set forth in Section 5.10.

Section 5.12. Hold Harmless The Municipality shall save, keep harmless and defend DNR, DOA and all their officers, employees, and agents, against any and all liability claims, costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the construction, occupancy, use, service, operation, or performance of work in connection with the Project, acts, or omissions of the Municipality's employees, agents, or representatives.

Section 5.13. Nondiscrimination Covenant

(a) In connection with the Project, the Municipality agrees to comply with fair employment practices pursuant to subchapter II of ch. 111, Wis. Stats. This provision shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Municipality agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provision of the nondiscrimination clause.

(b) The Municipality shall incorporate into all Project contracts which have yet to be executed the following provision: "In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant because of age, race, religion, color, handicap, sex, physical condition, developmental disability, or national origin. The contractor further agrees to comply with fair employment practices pursuant to subchapter II of ch. 111, Wis. Stats. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor further agrees to take affirmative action to ensure equal employment opportunities for persons with disabilities. The contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause."

Section 5.14. Employees The Municipality or its employees or agents are not employees or agents of the DNR or DOA for any purpose, including worker's compensation.

Section 5.15. Adequate Funds The Municipality shall have sufficient funds available to repay the Loan. The Municipality shall have sufficient funds available when construction of the Project is completed to ensure effective operation and maintenance of the Project for purposes constructed.

Section 5.16. Management The Municipality shall provide and maintain competent and adequate management, supervision, and inspection at the construction site to ensure that the completed work conforms with the Plans and Specifications. The Municipality shall furnish progress reports and such other information as DNR may require.

Section 5.17. Reimbursement Any payment made under the Loan to the Municipality in excess of the amount determined by final audit to be due the Municipality shall be reimbursed to DOA within 60 days after DNR or DOA provides a notice of overpayment.

Section 5.18. Unpaid User Fees The Municipality shall, to the fullest extent permitted by law, take all actions necessary to certify any unpaid User Fees to the county treasurer in order that such unpaid User Fees will be added as a special charge to the property tax bill of the user.

Section 5.19. Sewer Use Ordinance The Municipality shall comply with the provisions of the Sewer Use Ordinance, as certified in the Application. The Municipality covenants that it shall comply with and enforce all provisions of the Sewer Use Ordinance, as established pursuant to the Act and Regulations.

Section 5.20. Rebates The Municipality agrees to pay to the CWFP any refunds, rebates, credits, or other amounts received for Project Costs that have already been funded by the CWFP. The CWFP shall then apply the amount it receives as a Loan prepayment.

Section 5.21. Maintenance of Legal Existence

(a) Except as provided in par. (b), the Municipality shall maintain its legal existence and shall not dissolve or otherwise dispose of all or substantially all of its assets and shall not consolidate with or merge into another legal entity.

(b) A Municipality may consolidate with or merge into any other legal entity, dissolve or otherwise dispose of all of its assets or substantially all of its assets, transfer all or substantially all of its assets to another legal entity (and thereafter be released of all further obligation under this FAA and the Municipal Obligations) if:

(1) the resulting, surviving or transferee legal entity is a legal entity established and duly existing under the laws of Wisconsin;

(2) such resulting, surviving or transferee legal entity is eligible to receive financial assistance under the Act;

(3) such resulting, surviving or transferee legal entity expressly assumes in writing all of the obligations of the Municipality contained in this FAA and the Municipal Obligations and any other documents the CWFP deems reasonably necessary to protect its environmental and credit interests; and

(4) the CWFP shall have consented in writing to such transaction, which consent may be withheld in the absolute discretion of the CWFP.

Section 5.22. Wage Rate Requirements The Municipality represents that it shall comply with Section 513 of the Federal Water Pollution Control Act (33 USC 1372), which requires that all laborers and mechanics employed by contractors and subcontractors funded directly by or assisted in whole or in part with funding under this Loan shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor (DOL) in accordance with subchapter IV of chapter 31 of title 40, United States Code.

ARTICLE VI
MISCELLANEOUS

Section 6.01. Notices All notices, certificates or other communications hereunder shall be sufficiently given, and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, return receipt requested to the addresses set forth below:

- (a) Department of Administration
Office of Capital Finance
Clean Water Fund Program
101 East Wilson Street, 10th Floor
Madison, WI 53702-0004
Or
PO Box 7864
Madison, WI 53707-7864
- (b) Department of Natural Resources
Bureau of Community Financial Assistance
101 South Webster Street, 2nd Floor
Madison, WI 53702-0005
Or
PO Box 7921
Madison, WI 53707-7921
- (c) U.S. Bank Corp Trust
Jina Terry EP-MN-WS3T
60 Livingston Avenue
St. Paul, MN 55101-2292
- (d) City of Sheboygan
2026 New Jersey Ave
Sheboygan, WI 53081

Any of the foregoing parties may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent, by notice in writing given to the others. Any notice herein shall be delivered simultaneously to DNR and DOA.

Section 6.02. Binding Effect This FAA shall be for the benefit of, and shall be binding upon, the CWFP and the Municipality and their respective successors and assigns.

Section 6.03. Severability In the event any provision of this FAA shall be held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof.

Section 6.04. Amendments, Supplements and Modifications This FAA may be amended, supplemented or modified to provide for additional Loans for the Project by the CWFP to the Municipality or for other purposes. All amendments, supplements and modifications shall be in writing between the CWFP, by DNR and DOA acting under authority of the Act, and the Municipality.

Section 6.05. Execution in Counterparts This FAA may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 6.06. Applicable Law This FAA shall be governed by and construed in accordance with the laws of the State, including the Act.

Section 6.07. Benefit of Financial Assistance Agreement This FAA is executed, among other reasons, to induce the purchase of the Municipal Obligations. Accordingly, all duties, covenants, obligations and agreements of the Municipality herein contained are hereby declared to be for the benefit of and are enforceable by the CWFP, its Trustee or its authorized agent.

Section 6.08. Further Assurances The Municipality shall, at the request of DNR and DOA, authorize, execute, acknowledge and deliver such further resolutions, conveyances, transfers, assurances, financing statements and other instruments as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this FAA and the Municipal Obligations.

Section 6.09. Assignment of Municipal Obligations The Municipality hereby agrees that the Municipal Obligations may be sold, transferred, pledged or hypothecated to any third party without the consent of the Municipality.

Section 6.10. Covenant by Municipality as to Compliance with General Resolution The Municipality covenants and agrees that it shall comply with the provisions of the General Resolution with respect to the Municipality and that the Trustee and the owners of the Bonds shall have the power and authority provided in the General Resolution. The Municipality further agrees to aid in the furnishing to DNR, DOA or the Trustee of opinions that may be required under the General Resolution.

Section 6.11. Termination This FAA may be terminated in whole or in part pursuant to one or more of the following:

(a) The CWFP and the Municipality may enter into an agreement to terminate this FAA at any time. The termination agreement shall establish the effective date of termination of this FAA, the basis for settlement of termination costs, and the amount and date of payment of any sums due either party.

(b) If the Municipality wishes to terminate all or any part of the Project work unilaterally for which financial assistance has been awarded, the Municipality shall promptly give written notice to DNR. If the CWFP determines that there is a reasonable basis for the requested termination, the CWFP may enter into a termination agreement, including provisions for FAA termination costs, effective with the date of cessation of the Project work by the Municipality. If the CWFP determines that the Municipality has ceased work on the Project without reasonable basis, the CWFP may unilaterally terminate financial assistance or rescind this FAA.

Section 6.12. Rescission The CWFP may rescind this FAA prior to the first disbursement of any funds hereunder if it determines that:

- (a) there has been substantial non-performance of the Project work by the recipient without justification under the circumstances;
- (b) there is substantial evidence this FAA was obtained by fraud;
- (c) there is substantial evidence of gross abuse or corrupt practices in the administration of the Project;
- (d) the Municipality has failed to comply with the covenants contained in this FAA; or
- (e) any of the representations of the Municipality contained in this FAA were false in any material respect.

IN WITNESS WHEREOF, the CWFP and the Municipality have caused this FAA to be executed and delivered, as of the date and year first above written.

CITY OF SHEBOYGAN

By: 

Michael J. Vandersteen
Mayor

Attest: _____

Susan Richards
City Clerk

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION

By: _____

Authorized Officer

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES

By: _____

Authorized Officer

EXHIBIT A

PROJECT BUDGET SHEET SUMMARY

CITY OF SHEBOYGAN
CWFP Project No. 4019-18

Force Account Work	\$ 0
Interim Financing Costs	0
Facility Plan Preparation	0
Plans/Specifications Preparation	504,590
Land or Easement Acquisition	0
Engineering/Construction Mgmt.	336,400
Construction/Equipment	7,743,417
Contingency	373,174
Miscellaneous Costs	0
CWFP Closing Costs	16,500
TOTAL	\$8,974,081

City of Sheboygan, Wisconsin
Project 4019-18 Clean Water Fund Program

Loan Closing Date:

October 23, 2013

Exhibit B-1

<u>Payment Date</u>	<u>Principal Payment</u>	<u>Interest Rate</u>	<u>Interest Payment</u>	<u>Principal & Interest</u>	<u>Bond Year Debt Service</u>	<u>Calendar Year Debt Service</u>
1-May-14		2.625%	123,019.69	123,019.69	123,019.69	
1-Nov-14		2.625%	117,784.81	117,784.81		240,804.50
1-May-15	370,333.41	2.625%	117,784.81	488,118.22	605,903.03	
1-Nov-15		2.625%	112,924.19	112,924.19		601,042.41
1-May-16	380,054.67	2.625%	112,924.19	492,978.86	605,903.05	
1-Nov-16		2.625%	107,935.97	107,935.97		600,914.83
1-May-17	390,031.10	2.625%	107,935.97	497,967.07	605,903.04	
1-Nov-17		2.625%	102,816.81	102,816.81		600,783.88
1-May-18	400,269.42	2.625%	102,816.81	503,086.23	605,903.04	
1-Nov-18		2.625%	97,563.28	97,563.28		600,649.51
1-May-19	410,776.49	2.625%	97,563.28	508,339.77	605,903.05	
1-Nov-19		2.625%	92,171.83	92,171.83		600,511.60
1-May-20	421,559.37	2.625%	92,171.83	513,731.20	605,903.03	
1-Nov-20		2.625%	86,638.87	86,638.87		600,370.07
1-May-21	432,625.31	2.625%	86,638.87	519,264.18	605,903.05	
1-Nov-21		2.625%	80,960.66	80,960.66		600,224.84
1-May-22	443,981.72	2.625%	80,960.66	524,942.38	605,903.04	
1-Nov-22		2.625%	75,133.40	75,133.40		600,075.78
1-May-23	455,636.24	2.625%	75,133.40	530,769.64	605,903.04	
1-Nov-23		2.625%	69,153.17	69,153.17		599,922.81
1-May-24	467,596.69	2.625%	69,153.17	536,749.86	605,903.03	
1-Nov-24		2.625%	63,015.97	63,015.97		599,765.83
1-May-25	479,871.11	2.625%	63,015.97	542,887.08	605,903.05	
1-Nov-25		2.625%	56,717.66	56,717.66		599,604.74
1-May-26	492,467.72	2.625%	56,717.66	549,185.38	605,903.04	
1-Nov-26		2.625%	50,254.02	50,254.02		599,439.40
1-May-27	505,395.00	2.625%	50,254.02	555,649.02	605,903.04	
1-Nov-27		2.625%	43,620.71	43,620.71		599,269.73
1-May-28	518,661.62	2.625%	43,620.71	562,282.33	605,903.04	
1-Nov-28		2.625%	36,813.28	36,813.28		599,095.61
1-May-29	532,276.49	2.625%	36,813.28	569,089.77	605,903.05	
1-Nov-29		2.625%	29,827.15	29,827.15		598,916.92
1-May-30	546,248.75	2.625%	29,827.15	576,075.90	605,903.05	
1-Nov-30		2.625%	22,657.63	22,657.63		598,733.53
1-May-31	560,587.77	2.625%	22,657.63	583,245.40	605,903.03	
1-Nov-31		2.625%	15,299.92	15,299.92		598,545.32
1-May-32	575,303.21	2.625%	15,299.92	590,603.13	605,903.05	
1-Nov-32		2.625%	7,749.06	7,749.06		598,352.19
1-May-33	590,404.91	2.625%	7,749.06	598,153.97	605,903.03	598,153.97

Totals 8,974,081.00 2,661,096.47 11,635,177.47 11,635,177.47 11,635,177.47

Net Interest Rate 2.6250%
 Bond Years 101,375.1020
 Average Life 11.2964

The above schedule assumes full disbursement of the loan on the loan closing date.

06-Sep-13 Wisconsin Department of Administration

EXHIBIT C

FORM OF LOAN DISBURSEMENT TABLE

<u>Amount of Disbursement</u>	<u>Date of Disbursement</u>	<u>Series of Bonds</u>	<u>Principal Repaid</u>	<u>Principal Balance</u>
\$ _____	_____	_____	\$ _____	\$ _____
\$ _____	_____	_____	\$ _____	\$ _____
\$ _____	_____	_____	\$ _____	\$ _____
\$ _____	_____	_____	\$ _____	\$ _____
\$ _____	_____	_____	\$ _____	\$ _____
\$ _____	_____	_____	\$ _____	\$ _____
\$ _____	_____	_____	\$ _____	\$ _____
\$ _____	_____	_____	\$ _____	\$ _____
\$ _____	_____	_____	\$ _____	\$ _____
\$ _____	_____	_____	\$ _____	\$ _____

EXHIBIT D

OPERATING CONTRACTS

As of the date of this FAA, the Municipality does not have any contracts with private entities or other governmental units to operate its Sewerage System.

EXHIBIT E

ENVIRONMENTAL IMPROVEMENT FUND
CONTRACT UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE)

MANDATORY PROJECT CLOSEOUT DOCUMENT

Note: This form is authorized by s. NR 162.14(4)(b)4, Wis. Adm. Code. Receipt of this completed form by the Department is mandatory prior to receiving a final disbursement. The information printed on this form is taken from the completed Good Faith Certification Form 8700-294 and MBE/WBE/SBRA Contacts Worksheet Form 8700-294A. Any changes or additions made to the list of prime contractors and DBE subcontractors during the construction must be reflected on this form at closeout. Personal information collected on this form will be used for program administration and must be made available to requesters as required by Wisconsin Open Records Law (s. 19.31 – 19.39, Wis. Stats.).

Municipality Name: City of Sheboygan	Project Number: 4019-18	Loan/Grant Amount: \$ 8,974,081
Project Description: Biosolids Dewatering and Drying Improvements		
Did the municipality satisfy the MBE/WBE/SBRA requirements? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (If no, refer to Exhibit F-Project Manager Summary Page.)		

Construction/Equipment/Supplies Contracts	DBE Type	Type of Product or Service *	Contract Estimate \$	Actual Amount Paid to MBE/WBE/SBRA Firm
				Municipality Completes at Project Closeout
Prime: August Winter & Sons, Inc.	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBRA <input type="checkbox"/> N/A	Construction / Equipment	\$4,944,000	
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBRA			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBRA			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBRA			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBRA			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBRA			
Prime:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBRA <input type="checkbox"/> N/A			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBRA			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBRA			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBRA			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBRA			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBRA			
Prime:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBRA <input type="checkbox"/> N/A			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBRA			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBRA			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBRA			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBRA			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBRA			
				Total MBE \$ _____
				Total WBE \$ _____
				Total SBRA \$ _____

Professional/Technical Services Contracts	DBE Type	Type of Product or Service *	Contract Estimate \$	Actual Amount Paid to MBE/WBE/SBRA Firm
				Municipality Completes at Project Closeout
Prime: Donahue & Associates, Inc.	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBRA <input type="checkbox"/> N/A	A/E Services	\$840,990	
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBRA			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBRA			
Prime:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBRA <input type="checkbox"/> N/A			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBRA			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBRA			
Prime:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBRA <input type="checkbox"/> N/A			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBRA			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBRA			
				Total MBE \$ _____
				Total WBE \$ _____
				Total SBRA \$ _____

*Type of Product or Service examples: landscaping, trucking, supplies, equipment, paving, concrete, plumbing, electrical, excavating, testing, design, etc.

Name of Person Completing This Form	Email Address	Phone Number
-------------------------------------	---------------	--------------

Certification		
I certify that, to the best of my knowledge and belief, the information provided on this form is complete and correct.		
Name/Title of Municipal Official	Signature	Date Signed

EXHIBIT F

PROJECT MANAGER SUMMARY PAGE

CITY OF SHEBOYGAN
CWFP Project No. 4019-18

1. **Project Description:** The project involves construction of new biosolids dewatering and drying ancillary facilities within the existing dissolved air floatation system.
2. **Ineligibles:** There were no ineligible costs identified in the review of this project. If the Department identifies ineligible Project Costs as the Project progresses, the Department will notify the Municipality.
3. **Other Funding Sources:** None.
4. **Composite Interest Rate for Compliance Maintenance or New/Changed Limits Project:**

Total Eligible Costs	\$8,974,081
Total Requested Costs	\$8,974,081
Parallel Cost Percentage (PCP)	100.00%
<hr/>	
Maximum DBE Penalty = Total Eligible Costs X PCP X 8%	\$717,926
Actual DBE Penalty (If not applicable, penalty is \$0. Cannot exceed Maximum DBE Penalty.)	\$0
Septage Facility Costs at 0%	\$0
<hr/>	
Maximum Subsidized Rate Costs = (Total Eligible Costs X PCP) – Actual DBE Penalty	\$8,974,081
<hr/>	
Actual Subsidized Rate Costs (Note: Cannot exceed Maximum Subsidized Rate Costs, but may be less if not requesting Total Eligible Costs.)	\$8,974,081
Market Rate Costs = Total Requested Costs – Actual Subsidized Rate Costs	\$0
<hr/>	
Septage Facility Costs at 0%	\$0
<hr/>	
Total Loan Amount = Actual Subsidized Rate Costs + Market Rate Costs	\$8,974,081
Composite Interest Rate = (Actual Subsidized Rate Costs/Total Loan Amount) X 2.625% + (Market Rate Costs/Total Loan Amount) X 3.500% + (Septage Facility Costs at 0%)	2.625%

5. **Miscellaneous Costs:** There were no miscellaneous costs for this project.
6. **Contingency Allowance:** The Contingency allowance of \$373,174 is five percent of the amount of uncompleted construction work.

Base contingency (Uncompleted construction work x 5%)	\$373,174
 Total Contingency Allowance	 \$373,174

7. **Equipment Replacement Fund:** The Municipality shall establish an equipment replacement fund according to s. NR 162.08, Wis. Adm. Code, and maintain the equipment replacement fund as a separate fund of the Municipality. Annual deposits shall be made to the equipment replacement fund in amounts sufficient to meet the equipment replacement schedule developed by the Municipality. In reviewing the equipment replacement fund schedule in the CWFP application, the annual deposit is estimated at \$203,907.
8. **DBE Good Faith Effort** was met for this project.
9. **Green Project Reserve:** This project involves water efficiency conservation and reuse efforts, as well as renewable energy efficiency thru biogas heat and heat recovery.

Green Infrastructure	\$0
Water Efficiency	\$93,125
Energy Efficiency	\$745,013
Environmentally Innovative	\$0
TOTAL Green Project Reserve Funding	\$838,138

EXHIBIT G

WAGE RATE COMPLIANCE CERTIFICATION

[To Be Prepared on Municipal Letterhead at Project Completion and Closeout]

The undersigned officials of the City of Sheboygan (the "Municipality") hereby certify that, for all expenditures made for construction of DNR Project No. 4019-18 (the "Project"), the Municipality has met all the requirements of the Davis-Bacon Act.

The above certification is determined, after due and diligent investigation, to be true and accurate to the best of my knowledge.

By: _____
[Name of Highest Elected Official]

Dated as of: _____

Attest: _____
[Name of Clerk or Secretary]

Dated as of: _____



Res. No. _____ - 13 - 14. By Alderperson Hammond. October 7, 2013.

A RESOLUTION to authorize a transfer of appropriations in the 2013 Budget.

RESOLVED: That the Finance Director be and is hereby authorized and directed to make the following transfers of appropriations in the 2013 Budget for the purposes of:

Establishing estimated revenue and appropriation for donation from the Sheboygan Jaycees for the Sheboygan Fire Department:

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
General Fund Fire Department Contribution 10122100-467101	General Fund Fire Department Training & Education 10122100-526130	\$500

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
General Fund Senior Center Sale of Equipment 10156100-469101	General Fund Senior Center Furniture 10156100-642500	\$1,465

Establishing estimated revenue and appropriation for chairs at the Senior Center:

FROM

TO

AMOUNT

Establishing estimated revenue and appropriation for Clean Water Fund Program Project No. 4019-18 for Wastewater Biosolids Dewatering and Drying Improvements:

Wastewater Fund	Wastewater Fund	
Clean Water Fund Program	Biosolids Dewatering Improvements	
60138300-493507	60138300-631100-29850	\$8,974,081

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Res. No. _____ - 13 - 14. By Alderperson Hammond. October 7, 2013.

A RESOLUTION authorizing the appropriate City officials to execute the Dark Fiber License Agreement between ExteNet Systems, Inc. and the City of Sheboygan.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Dark Fiber License Agreement between ExteNet Systems, Inc. and the City of Sheboygan, a copy of which is attached hereto.

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

DARK FIBER LICENSE AGREEMENT

This Dark Fiber License Agreement ("Agreement") is entered into this ___ day of _____, 2013 by and between ExteNet Systems, Inc., ("Grantor"), and the City of Sheboygan, Wisconsin ("Licensee"). Grantor and Licensee are sometimes referred to herein individually as a "Party" or collectively as the "Parties."

Background

WHEREAS, this Agreement is made in light of the following premises and circumstances, all of which are a part of this Agreement:

- A. Grantor, a Delaware corporation certified by the by the Wisconsin Public Service Commission as an Alternate Exchange Carrier, is or will be the owner of certain fiber optic cables comprising a component of a distributed antenna system ("DAS") network that Grantor plans to install in, over and/or under the public rights of way ("ROW") within the geographic boundaries of Licensee for the provision of providing telecommunications service (the "Network");
- B. Licensee is a political subdivision of the State of Wisconsin with jurisdiction over the ROW for certain purposes;
- C. The planned route of such fiber optic cable is depicted on the Fiber Route Map attached hereto as Exhibit 1;
- D. Licensee is entitled to manage the public ROW and to require fair and reasonable compensation based on principles of cost recovery as a condition to allowing Grantor access to the ROW;
- E. Grantor and Licensee desire to enter into an agreement to govern the terms and conditions under which Grantor will reserve two Dark Fiber strands in Grantor's fiber optic cable for the exclusive use of Licensee as required by Licensee in connection with implementation of the Network installation in the ROW.

Agreement Terms and Conditions

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, the Grantor and Licensee, for valuable consideration, hereby agree as follows:

1. Definitions

For the purpose of this Agreement, the following terms when used herein shall have the

following meanings:

(i) "Access Point" means a Manhole, Vault, Handhole, Junction Box or Pedestal through which the ExteNet Cable may be accessed for the purposes of splicing fibers to interconnect to other networks or facilities.

(ii) "Authorized Contractors" means third party contractors (whether independent or affiliated with Grantor) that have been approved and authorized by Grantor to utilize Access Points and to make splices or perform other work on the ExteNet Cable as provided for in this Agreement.

(iii) "Dark Fiber" means an unlit optical fiber strand in a Fiber Segment that is separate from and has not yet been connected to any of the equipment, electronics, lasers or additional Fiber Segments necessary to transmit optical signals via the fiber strand or to corresponding fiber strands in other adjacent Fiber Segments.

(iv) "ExteNet Cable" means the several Fiber Segments, whether aerial or underground, comprising the optical fiber components of the Network as deployed and depicted in the Fiber Route Map as may be changed by Licensee from time to time.

(v) "Fiber Route Map" means the map of the composite routes of the various Fiber Segments comprising the fiber cabling to be installed as part of the Network, as depicted on the map attached as Exhibit 1 as the same may be modified during or after construction of the Network. Exhibit 1 shall be replaced with the "As-Built" Fiber Route Map following completion of the Network and thereafter shall be updated from time to time as necessary to reflect modifications to the Fiber Segments or additional Fiber Segments comprising the ExteNet Cable made in accordance with the provisions of this Agreement.

(vi) "Fiber Segment" means a continuous run of multi-strand fiber optic cable covering a portion of the fiber cable route shown on the Fiber Route Map.

(vii) "Handhole" means a buried box, with a lid that is even with the surface of the ground, used to store, terminate, splice or transfer fiber optic cable.

(viii) "Junction Box" means a box where fiber optic cable splices and connections are made and accessed.

(ix) "Licensed Fiber" means the two individual strands of Dark Fiber within each Fiber Segment of the ExteNet Cable, as the same may be modified in accordance with this Agreement that shall be reserved and/or designated for exclusive use by Licensee in accordance with and subject to the terms of this Agreement. For avoidance of doubt, additional Fiber Segments that are connected to the Network following its initial construction and deployment in accordance with the Fiber Route Map set forth in Exhibit 1 on the effective date of this Agreement shall be deemed a part of the ExteNet Cable and shall be subject to the foregoing obligations on the part

of Grantor to reserve and/or designate two strands of Dark Fiber for exclusive use by Licensee only if and to the extent that such Fiber Segments and any associated Equipment are located within the geographic boundaries of Licensee and are made subject to the ROW Agreement on terms and conditions no less favorable to Grantor than those that are then in effect with respect to the Network as initially constructed and deployed.

(x) "Manhole" means a subsurface enclosure which qualified personnel may enter and use for the purpose of installing, operating and maintaining facilities.

(xi) "Pedestal" means an above ground structure used to store, terminate, splice or transfer fiber optic cable.

(xiii) "Vault" means an underground structure used to store, terminate, splice or transfer fiber optic cable.

2. License

2.1 License Grant

Subject to the terms, conditions and limitations set forth herein, Grantor hereby grants to Licensee a license and right for the exclusive use of the Licensed Fiber for the transmission of optical signals generated by optical or other equipment owned or employed by Licensee. The duration of the foregoing license shall continue in perpetuity so long as the ExteNet Cable installation remains in place and is in use by Grantor and its successors in interest and assigns, but nothing herein shall obligate Grantor to continue to maintain and operate the ExteNet Cable or any portion thereof or to maintain any attachment rights related thereto during any periods in which Grantor is not otherwise using or planning to use the ExteNet Cable (other than the Licensed Fiber) for the provision of services to Grantor's customers. The foregoing license and right is granted as compensation to Licensee in lieu of any taxes that might otherwise be assessed on any property in the ROW based upon Grantor's installation of its facilities. Grantor or its successors in interest shall give Licensee prior written notice and a reasonable opportunity to assume responsibility for maintaining and operating each Fiber Segment containing Licensed Fiber before removing such Fiber Segment or ceasing to use such Fiber Segment for the provision of services. Except where Grantor is otherwise legally obligated to remove a Fiber Segment in a shorter period of time, such prior notice shall be given at least ninety (90) days in advance of such removal. Notwithstanding the foregoing, in the event that (i) ExteNet or its successor in interest proposes to cease using a Fiber Segment (other than the Licensed Fiber) for the provision of services to customers and (ii) such Fiber Segment contains Licensed Fiber that is in use by Licensee, Licensee shall have the option, in order to avoid removal of such Fiber Segment, of assuming responsibility for the operation and maintenance of such Fiber Segment.

2.2 Scope of Grant

(i) Grantor shall provide Licensee with access to the Licensed Fiber. To the extent that Grantor has authority to use and authorize third party use of Access Points, it will grant permission to Authorized Contractors to use such Access Points for splicing the Licensed Fiber for the purpose of interconnection to other compatible equipment or facilities as directed by Licensee and at Licensee's sole cost. Grantor shall have no obligation whatsoever to install any additional fiber optic cable or to allocate any additional strands of the ExteNet Cable to meet the needs of Licensee.

(ii) Licensee shall undertake to obtain and provide all approvals, authorizations, coordination and supervision that is necessary in connection with its use of the Licensed Fiber. Without limiting the foregoing, Licensee shall have the sole responsibility for performing all activities and paying all costs necessary to make the Licensed Fiber operational, including but not limited to: (i) splicing the Licensed Fiber to achieve interconnection between or within the applicable Fiber Segments and between the Licensed Fiber and fiber optic cable belonging to others, and (ii) providing, attaching and interconnecting equipment, electronics and lasers as required to transmit or receive optical signals via the Licensed Fiber. Licensee shall further have the sole responsibility for paying all costs and for constructing or otherwise providing facilities needed to connect the Licensed Fiber to any other network or facilities via appropriate Access Points, and for performing all necessary fiber splices for interconnection of the Licensed Fiber to other network facilities. Except as otherwise approved by Grantor (such approval not to be unreasonably withheld) all such splices and other uses of Access Points shall be carried out only by Authorized Contractors and, to the extent practicable, only during regularly scheduled maintenance windows or at other times that are reasonably convenient for Grantor.

(iii) Grantor and Licensee agree and acknowledge that Licensee's use and operation of the Licensed Fiber does not and will not create or convey to Licensee any ownership or property rights of any nature in the Licensed Fiber or any portion of the ExteNet Cable or of any Access Points or of the Network. Licensee may not encumber, offer as collateral, or allow any third party claims of any type on or against the Licensed Fiber.

(iv) In the event that Licensee or any agency thereof fails or refuses to give any approval or issue any permit that is purportedly required for the construction and installation of the Network or otherwise takes action to prevent or prohibit construction or implementation of the Network substantially as proposed by Grantor in the materials it has heretofore submitted to the Licensee's city planning department or other division with jurisdiction, then the license and right with respect to the Licensed Fiber as provided in this Agreement shall, without any action on the part of Grantor other than the giving of written notice thereof, be entirely null and void and of no further force or effect.

2.3 Designation of Licensed Fiber Strand

(i) At any time following completion of the Network construction and installation, Licensee may notify Grantor of its desire to access the Licensed Fiber reserved for its use by Grantor. Such notice shall be written and shall be provided no fewer than sixty (60) days prior to the date on which Licensee desires to access the Licensed Fiber for purposes of interconnection. Licensee's notice shall identify all of the following: (1) Licensee's planned use for the Licensed Fiber, (2) the specific portions of the Licensed Fiber route (i.e., the Fiber Segments) in which Licensee intends to light and use Licensed Fiber, (3) the Access Points Licensee desires to use (if any) to access and splice the Licensed Fiber and (4) all personnel or contractors that Licensee proposes to use to perform any work activity involving the Licensed Fiber, including but not limited to construction and installation of fiber drops or laterals for interconnection of the Licensed Fiber to ancillary Access Points or to lasers, electronics or other equipment, facilities or networks for purposes of lighting and using the Licensed Fiber, and (5) Licensee's plans for interconnecting with and using the Licensed Fiber, including relevant technical and functional network specifications and design criteria for Licensee's systems that may facilitate consultation and cooperation of Licensee and Grantor in the interest of efficient and effective implementation of Licensee's plans in accordance herewith.

(ii) Within ten (10) days following receipt of such initial notice, Grantor shall provide Licensee with a color-coded diagram designating the specific optical fiber strands within the designated Fiber Segments that have been designated as the Licensed Fiber for all purposes hereunder.

(iii) Grantor shall have the right to determine in advance whether Licensee's personnel and/or proposed contractors are qualified to perform such work activities and may disapprove any proposed personnel or contractor in its sole reasonable discretion. Grantor shall identify the reasons for such disapproval in writing and Licensee may propose alternate personnel or contractors.

(iv) Licensee is solely responsible for obtaining all public, private or government approvals, authorizations, permits, certifications, easements, rights of way and attachment rights beyond those required for installation and maintenance of the ExteNet Cable, if any, that are necessary in order for Licensee to light and transmit or receive signals using the Licensed Fiber, and shall provide documentary evidence thereof as and when reasonably requested by Grantor.

(v) At Licensee's request or in the event that Grantor refuses to approve Licensee's selected contractor as an Authorized Contractor, Grantor will either propose or exert commercially reasonable efforts to cause one of its Authorized Contractors to propose to perform the work necessary for Licensee's proposed interconnection of equipment and other network facilities with the Licensed Fiber on a time and materials basis at then prevailing commercially reasonable rates for work of substantially similar complexity and difficulty in the relevant market.

2.4 Limitations and Requirements for Use of Licensed Fiber Strand

(i) Grantor and Licensee agree and acknowledge that Licensee may use the Licensed Fiber in the

ExteNet Cable for any lawful purpose for which the fiber strand is technically suited, provided that Licensee shall use the Licensed Fiber solely for public purposes, shall not use it for the provision of any telecommunications services in competition with the business of Grantor or for the benefit of any competitor of Grantor, and shall not permit any third party to use or operate the Licensed Fiber except at the direction of Licensee in furtherance of public purposes.

(ii) If Grantor determines for any reason that it is necessary to relocate, modify, underground or otherwise alter ("Relocation or Modification") all or any portion of the ExteNet Cable, including the Licensed Fiber (whether such Licensed Fiber is then lit and/or in use by Licensee), Grantor shall provide Licensee written notification prior to making the proposed relocation, modification or alteration. Such notice shall be given at least sixty (60) days in advance except in circumstances in which Grantor is legally obligated to take action more promptly and the prior notification requirement of this section shall not apply to emergency situations, in which case Grantor will give notice as quickly as is reasonably practicable. Licensee shall have no responsibility for costs and expenses relating to any such Relocation or Modification of the ExteNet Cable. But if and to the extent that such Relocation or Modification is required by reason of events or circumstances beyond Grantor's reasonable control, Licensee shall have sole responsibility for costs and expenses relating to any necessary rearrangement, relocation, modification or alteration of any of Licensee's fiber drops or laterals or other equipment, electronics or lasers installed to light the Licensed Fiber, or other facilities Licensee has interconnected to the Licensed Fiber ("Licensee Facilities Relocation or Modification") that may result therefrom. However, if and to the extent that such Relocation or Modification is made at Grantor's discretion or for Grantor's benefit, Grantor shall bear the reasonable cost of the Licensee Facilities Relocation or Modification resulting therefrom.

(iii) Any equipment, electronics, lasers, or interconnecting fiber or other network facilities provided by Licensee shall be installed and maintained in accordance with the requirements and specifications of the then current editions of the National Electrical Code (NEC), and the National Electrical Safety Code (NESC), each of which are incorporated by reference in this Agreement. Further, Licensee and its consultants and contractors shall at all times comply with the applicable rules and regulations of the Occupational Safety and Health Act of 1970 (OSHA), with all applicable state and federal statutes and laws, and with all applicable regulations, rules and orders issued by any state or federal agency having jurisdiction thereof, including without limitation the Federal Communications Commission and the Wisconsin Public Service Commission..

(iv) Grantor reserves the right to make periodic inspections at any time of any part of Licensee's equipment, electronics, lasers, or facilities (including interconnected fiber or copper cable) utilized by Licensee in conjunction with the Licensed Fiber for purposes of assuring compliance with the terms and conditions hereof and with applicable laws, rules and regulations as reasonably necessary to prevent or detect interference with or damage to the Network or breaches of Licensee's obligations hereunder. Except in the case of an emergency, Grantor shall give Licensee 48 hours notice before carrying out such inspections and Licensee shall be

permitted, but not required, to have a representative present for such inspections. Such inspections shall be conducted at Grantor's expense unless Grantor determines that Licensee is not in compliance with the terms of this Agreement. In such instance, Licensee shall be responsible for paying Grantor for all reasonable costs incurred by Grantor in making the inspection. Licensee agrees that such periodic inspections by Grantor, or the failure to do so, shall not relieve Licensee of any responsibility, obligation or liability whether assumed under this Agreement or otherwise existing.

3. Maintenance

(i) Grantor shall maintain all facilities interconnected with or comprising a part of the ExteNet Cable that are owned by Grantor, including the Licensed Fiber, provided that Grantor's obligation to maintain such facilities shall not in any way extend beyond the term of any other agreement with the Licensee for ROW use or equipment attachments to Licensee's facilities and provided further that such obligation shall cease earlier as to any Fiber Segment with respect to which Grantor and its successors in interests either: (1) loses the necessary attachment and access rights to enable such maintenance; or (2) permanently ceases to use such Fiber Segment (other than the Licensed Fiber) for the provision of services to their customers, provided that before removing any such Fiber Segment Grantor gives Licensee prior written notice and an opportunity to assume responsibility for maintaining and operating such Fiber Segment as provided in Section 2.1.

(ii) Licensee shall have sole responsibility for maintaining all of its equipment, electronics, lasers, fiber and other facilities interconnected to the Licensed Fiber. Licensee shall maintain its equipment, electronics, lasers and interconnecting fibers and facilities in good repair and in a manner that will not interfere with, or degrade the quality or reach of any signal, transmission or telecommunications carried on the ExteNet Cable. If Licensee's equipment or facilities should cause any type of interference with, or degradation of, any signal, transmission or telecommunications on the ExteNet Cable, Licensee agrees to correct the condition. Such correction shall be made within three (3) hours for any problem causing interference or disruption of any signal, transmission or telecommunications on the ExteNet Cable. Such correction shall be made within six (6) hours for any problem causing a degradation, but not disruption, of any signal, transmission or telecommunications on the ExteNet Cable. If Licensee fails to take such corrective action, Grantor may in its sole discretion correct said condition at Licensee's expense. Grantor shall notify Licensee in writing prior to performing such work whenever practicable. When Grantor reasonably believes, however, that such conditions pose an immediate threat to public safety or interfere with the performance of Grantor's service obligations to its customers, or pose an immediate threat to the physical integrity of the ExteNet Cable or other facilities, Grantor may perform such work and/or take such action, including temporary disconnection of Licensee's equipment and facilities from the ExteNet Cable, that it reasonably deems necessary without first giving written notice to Licensee. Licensee shall be responsible for paying Grantor for all reasonable costs incurred by Grantor in taking such corrective actions if Grantor shows that the problem was in fact caused by Licensee's equipment

or facilities. In the latter case, Grantor shall bear the cost of any reconnection or restoration of Licensee's equipment or facilities that is made necessary as a result of Grantor's mistaken actions. Grantor shall be indemnified by Licensee for such work in accordance with Section 4 below.

4. Liability and Damages

(i) Only as arising under this Agreement and not in its capacity as a municipality or otherwise, Licensee, its personnel, agents and contractors shall exercise reasonable caution to avoid damaging the facilities of Grantor and shall make an immediate report to Grantor of the occurrence of any such damage caused by its personnel, agents or contractors. Licensee agrees to reimburse Grantor for all reasonable costs incurred by Grantor for repair of such facilities damaged by Licensee, its personnel, agents and contractors.

(ii) Only as arising under this Agreement and not in its capacity as a municipality or otherwise, Licensee shall be liable to Grantor for all of its actions or omissions that cause damage to the ExteNet Cable, the Access Points and all other facilities and equipment associated with the Network, or that interfere with, disrupt or degrade the quality or reach of any signal, transmission or telecommunications carried on the ExteNet Cable or the Network, but shall not be liable for any special, indirect, or consequential damages arising from Licensee's actions or omissions.

(iii) Grantor shall not be liable to Licensee for any special, indirect, or consequential damages arising from any interruption or degradation of Licensee's communications carried on Licensed Fiber.

5. Mutual Indemnification

(i) Each of Grantor and Licensee (as "Indemnifying Party") hereby agrees to indemnify, defend and hold harmless the other (as "Indemnitee") from and against any third party demand, claim, action, suit or proceeding ("Claim") and any resulting loss, liability, cost, expense or fine, including court and appeal costs and reasonable attorneys' fees and expenses ("Losses"), that are caused by or arise out of the actual or alleged acts or omissions, whether negligent or willful, of the Indemnifying Party, its personnel, agents or contractors, in connection with the performance under this Agreement or otherwise in connection with the construction (including any excavation), installation, operation, maintenance or use of the Extenet Cable or the Licensed Fiber or any equipment or facilities interconnected or associated therewith.

(ii) Notwithstanding the foregoing, each party's respective obligations as an Indemnifying Party under paragraph (i) above shall not include any liability or obligation to defend:

(a) to the extent that Losses arise out of or are caused by the Indemnitee's intentional misconduct and/or gross negligence;

- (b) to the extent that the defense of any Claim is prejudiced, or the resulting Losses are caused by the Indemnitee's failure or refusal to provide the Indemnifying Party with timely notice of the Claim, or to cooperate in the defense thereof, or are caused by the Indemnitee entering into a settlement or compromise of the Claim without the prior written approval of the Indemnifying Party; or
 - (c) to the extent that Losses result from the Indemnitee's failure or refusal to take commercially reasonable actions as the Indemnifying Party may request, and at the Indemnifying Party's sole cost and expense, in order to mitigate or lessen such Losses.
- (iii) The Indemnitee shall give the Indemnifying Party timely written notice of any Claim covered by this Section 5. The Indemnitee shall tender the defense of the Claim to the Indemnifying Party and such defense shall be carried out under the control and at the expense of, the Indemnifying Party. The Indemnitee may participate in the defense of a Claim at any time, provided that, during all periods in which such defense has been assumed and is being carried out by the Indemnifying Party with qualified counsel, the incremental costs of the Indemnitee's participation shall be at its own expense. The Indemnifying Party may not agree to any settlement of Claims affecting the Indemnitee's operations or finances without the Indemnitee's prior written approval, provided that if such approval is unreasonably withheld or delayed, then the Indemnifying Party's obligations under this Section 5 shall be limited to the Losses that would have been incurred if such settlement had been approved.
- (iv) Notwithstanding anything herein to the contrary, Licensee shall also indemnify Grantor against any third party claims or charges comprising pass-throughs of property taxes imposed upon structures located in the ROW by reason of Grantor's attachments of facilities to such structures or improvements made to such structures in order to accommodate such attachments.

6. Insurance

- (i) Without limiting any obligations or liabilities of Licensee under this Agreement, prior to interconnecting with the Licensed Fiber, Licensee shall maintain for the duration of such interconnection, at its own expense, Public Entity Liability Insurance in the amount of \$1,000,000 combined single limit for Bodily Injury and Property Damage and a \$1,000,000 occurrence aggregate.
- (iii) Licensee shall provide Grantor with Certificates of Insurance evidencing coverage currently in effect prior to commencing to place equipment, electronics or lasers to light the Licensed Fiber. All policies are to provide Grantor with thirty (30) days prior written notice of cancellation or any material adverse change in conditions.

7. Assignment

(i) Licensee may not assign, sub-license, or transfer in any manner, in whole or in part, its rights, duties or obligations under this Agreement.

(ii) Neither this Agreement nor any term or provision hereof, nor any inclusion by reference shall be construed as being for the benefit of any person or entity not a signatory hereto.

8. Termination

The Parties shall have the right to terminate this Agreement and the license granted herein under the following circumstances:

- (i) Grantor. Grantor may terminate this Agreement (a) upon thirty (30) days written notice with an opportunity to cure within ten (10) days therefrom in the event that Licensee commits a material breach of this Agreement, becomes subject to any bankruptcy or insolvency proceeding under Federal or state statute or becomes insolvent or becomes subject to direct control by a trustee, receiver or similar authority, or uses the Licensed Fiber for any unlawful purpose, or (b) upon sixty (60) days written notice in the event that Grantor for any reason ceases to have rights to operate and maintain the ExteNet Cable or any significant portion thereof, or (c) immediately upon written notice pursuant to Section 2.2(iv).
- (ii) Licensee. Upon sixty (60) days written notice, Licensee may terminate this Agreement, for any reason or for no reason (i.e., for convenience).
- (iii) In the event of termination in accordance herewith for any reason, Licensee shall remove all equipment, electronics, lasers and fiber or other facilities interconnected to the ExteNet Cable within sixty (60) days after the effective date of the termination. All costs of any kind arising from removal of Licensee' equipment, lasers and fiber, or other facilities shall be borne entirely by Licensee.

9. General Provisions

9.1 Notices

- (i) All notices required or permitted to be given to either party by the other party under any provisions of this Agreement shall be in writing. Notice shall be deemed served when delivered by hand or sent by a nationally recognized overnight courier service to the other party's address set forth below during normal business hours. If a Notice is mailed, service is deemed complete upon the earlier of actual delivery or the close of business on the third business day following the date when the Notice is placed in a receptacle regularly maintained by the U.S. Postal Service addressed to the party at the address set forth below with postage pre-paid.

(ii) Notices shall be given to the following:

City of **Sheboygan**:
City Clerk
City of Sheboygan
828 Center Avenue

Sheboygan, WI 53081

and

City Attorney
City of Sheboygan

828 Center Avenue
Sheboygan, WI 53081

ExteNet:
ExteNet Systems, Inc.
3030 Warrenville Rd, Ste 340
Lisle, IL 60532
Attn: Mr. Daniel Timm, CFO and
Mr. George A. Vinyard, General Counsel

Or to such other addresses and persons as Licensee or Grantor may hereafter designate in a notice given in accordance with this Section 9.1.

9.2 Non-Waiver

Failure of Grantor to take action to enforce compliance with any of the terms or conditions of this Agreement, or to give notice or declare this Agreement or any authorization granted hereunder terminated, or to exercise any right or privilege hereunder, shall not be construed as a continuing or future waiver of such term, condition, right or privilege, but the same shall be and remain at all times in full force and effect.

9.3 Headings

All headings contained in this agreement are for convenience only and are not intended to affect the meaning or interpretation of any part of this Agreement.

9.4 Governing Law

This Agreement and the rights and obligations contained in it shall be construed in accordance

with, and governed by, the laws of the State of Wisconsin without regard to its choice of law provisions.

9.5 Counterparts

This Agreement may be executed in any number of counterparts, each of which when executed shall be deemed an original, but all of which together shall constitute one and the same instrument.

9.6 Confidentiality

The parties acknowledge that Grantor will disclose proprietary and confidential network and business information to Licensee in order to perform this Agreement. Licensee agrees to take all reasonable steps to protect such proprietary and confidential information from public disclosure, and to make available such information internally only to Licensee personnel with a need to know or to its legal counsel.

9.7. Venue

Venue for any complaint, cause, case or action arising from or related to this Agreement shall be in a state or federal court of competent jurisdiction sitting in the State of Wisconsin.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

**CITY of Sheboygan
(Licensee)**

**ExteNet Systems, Inc.
(Grantor)**

By: _____

By: _____

Daniel L. Timm, CFO

Name: _____

Title: _____

Date: _____

Date: _____

Exhibit 1
Fiber Route Map dated [REDACTED]

III

Res. No. _____ - 13 - 14. By Alderperson Heidemann. October 7, 2013.

A RESOLUTION authorizing the appropriate City officials to enter into a revised State/Municipal Agreement (dated September 27, 2013), I.D. 4630-05-00/71 for design and construction for the STH 42 Calumet Drive Reconstruction from Main Ave. to N. 26th St. scheduled for 2016 construction.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to enter into the State/Municipal Agreement with the Wisconsin Department of Transportation for the design and construction of the STH 42 Calumet Drive Reconstruction from Main Avenue to N. 26th St. for the proposed sum of \$3,729,840 of which the Federal/State share is \$3,571,260 and of which the City of Sheboygan's share is \$158,580.

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized to draw orders on the future capital improvements program for street improvements.

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

STATE / MUNICIPAL AGREEMENT

FOR A HIGHWAY IMPROVEMENT PROJECT REVISION 1

Revises Original Dated March 11, 2011

DATE: September 27, 2013

I.D.: 4630-05-00 / 71

HIGHWAY: STH 42 LENGTH: 0.42

LIMITS: Calumet Drive, Main Ave. – 26th Street

COUNTY: Sheboygan

FILE: 11-14

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

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

NEEDS AND ESTIMATE SUMMARY:

Existing Facility (describe and give reason for request): The existing facility is an urban 4-lane non-divided section with curb & gutter and sidewalk. Turn lanes are provided at various intersections. The pcc pavement is at its service life and has not been overlaid, resulting in a poor ride. The existing storm sewer is undersized. The existing sanitary and water utilities are near their service life and are in need of repair or replacement at various locations. The existing roadway has no on-street accommodations for bicyclists.

Proposed Improvement (nature of work): Reconstruct the existing urban cross-section, replace or repair water and sanitary system at various locations, replace storm system, provide on-street bicycle accommodations, and provide new lighting system.

Describe non-participating work included in the project contract: New lighting system (50%), sanitary and water replacements and repairs (100%), any local side street work not necessary as part of STH 42 work (100%).

Describe other work necessary to finish the project completely, which will be undertaken independently by the Municipality: Any necessary hazardous material clean up to be performed and funded separately by the Municipality.

PHASE	ESTIMATED COST (in fiscal 2017 dollars)				
	Total Estimated Cost	Federal / State Funds	%	Municipal Funds	%
Preliminary Engineering:					
Plan Development @ 12%	331,920	248,940	75	82,980	25
Real Estate Acquisition 1:					
Parcel Fee & Easement Costs	300,000	300,000	100	0	0
City Acquisition Costs 2	TBD	TBD	100	0	0
Construction (Participating) 3:					
Normal Participating	2,631,000	2,631,000	100	0	0
New Lighting 5	135,000	67,500	50	67,500	50
Sanitary Sewer and Water Main	TBD	0	0	TBD	100
Hazardous Material Clean-Up	TBD	0	0	TBD	100
Pavement Selection 6	TBD	0	0	TBD	100
Sealed Joints 7	TBD	0	0	TBD	100
Construction Subtotal Without Engineering	2,766,000	2,698,500	-	67,500	-
Construction Engineering @ 12%	331,920	323,820	-	8,100	-
TOTAL COST DISTRIBUTION:	3,729,840	3,571,260	-	158,580	-

1) All real estate costs are eligible for Federal/State funding. The Federal/State will participate if real estate costs are prudent and financially feasible. The dollar amounts shown are estimates only. If real estate is needed the agreement will be revised when appraisals are completed.

2) The Municipality must acquire real estate in their name. The cost for the Municipality to acquire fee parcels is cost eligible.

3) Construction costs shown are an estimate based on historical bid item prices of similar projects. The Project Agreement will be revised as cost share items are determined and estimated.

4) Deleted due to Trans 75.

5) New lighting is defined as a continuous system where one has not existed. The 50/50 split is for a standard lighting system.

6) The "present worth" Life Cycle Analysis will identify the "total facility cost" for the pavement type alternatives. If the Municipality prefers a higher cost pavement type, it will be considered, provided the Municipality funds the difference in "total facility costs" between the State recommended pavement type and the preferred.

7) If the Municipality wants the concrete joints sealed it must fund the bid item(s) for sealed joints.

This request is subject to the terms and conditions that follow and is made by the undersigned under proper authority to make such a request for the designated Municipality and upon acceptance by the State shall constitute agreement between the Municipality and the State.

Signed for and in behalf of _____
Municipality

Name Title Date

State of Wisconsin Department of Transportation Approval

Name Title Date

R. C. No. - 13 - 14 . By LAW AND LICENSING. October 7, 2013.

Your Committee to whom was referred, pursuant to R. O. No. 108-13-14 by the City Clerk, license applications for the period ending June 30, 2014 and June 30, 2015; recommends that Taxicab Operator License #0091 be denied based upon his failure to accurately reveal all convictions on his application, his record of violations related to the licensed activity, and his failure to cooperate with the Committee.

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. _____ - 13 - 14. By LAW AND LICENSING. October 7, 2013.

Your Committee to whom was referred, pursuant to R. O. 122-13-14 by the City Clerk, license applications for the period ending June 30, 2014 and June 30, 2015; recommends that Taxicab Operator's License #8913 be denied based upon her failure to accurately reveal all convictions on her application and her record of violations related to the licensed activity.

_____ 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. _____ - 13 - 14. By LAW AND LICENSING. October 7, 2013.

Your Committee to whom was referred, pursuant to R. O. 122-13-14 by the City Clerk, submitting license applications for the period ending June 30, 2014 and June 30, 2015; recommends that Beverage Operator's License #0119 be denied based upon her record of violations related to the licensed activity.

_____ 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. _____ - 13 - 14. By LAW AND LICENSING. October 7, 2013.

Your Committee to whom was referred R. C. No. 174-13-14 submitting license applications for the period ending June 30, 2014 and June 30, 2015; recommends that Taxicab Operator License #8147 be denied based upon his failure to accurately reveal all convictions on his application, his record of violations related to the licensed activity, and his failure to cooperate with the Committee.

_____ Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VII

5.1

R. C. No. 174 - 13 - 14. By LAW AND LICENSING. September 16, 2013.

Your Committee to whom was referred, pursuant to R. O. No. 86-13-14 by the City Clerk, submitting Taxicab Operator License #8147 be denied based upon his failure to accurately reveal all convictions on his application, his record of violations related to the licensed activity, and his failure to cooperate with the Committee.

*VanderWeele / Carlson
re-refer to Law & Lic.
deny license.*

Jodi VanderWeele _____
Scott Lenhardt _____
[Signature] _____
Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor



R. C. No. - 13 - 14. By PUBLIC PROTECTION AND SAFETY. October 7, 2013.

Your Committee to whom was referred Gen. Ord. No. 23-13-14 by Alderperson Hammond relating to parking restrictions to remove two (2) handicapped parking stalls behind City Hall immediately east and west of the back door (north side of City Hall); recommends that the Ordinance be passed.

_____ 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. 23 - 13 - 14. By Alderperson Hammond. September 3, 2013.

AN ORDINANCE relating to parking restrictions to remove two (2) handicapped parking stalls behind City Hall immediately east and west of the back door (north side of City Hall).

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

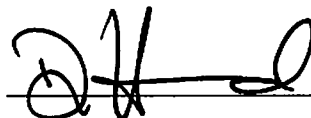
Section 1. Pursuant to Section 118-126 of the Sheboygan Municipal Code entitled "Prohibitions and restrictions authorized," the Parking Regulations are hereby amended as follows:

Delete - two (2) handicapped parking stalls behind City Hall, immediately east and west of the back door (north side of City Hall).

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

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

pph



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

III

Other Matters

7.1

Res. No. _____ - 13 - 14. By Alderperson Donohue. October 7, 2013.

A RESOLUTION establishing the monthly premium equivalent rates for the Dental Insurance Plan effective for January 2014 coverage.

RESOLVED: That the monthly premium equivalent rates for the Dental Benefit Plan that will be charged to departments, employees and retirees shall be \$42.54 for a Single Plan and \$120.92 for a Family Plan effective for January 2014 coverage.

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



Other Matters

7.2

Res. No. _____ - 13 - 14. By Alderperson Donohue. October 7, 2013.

A RESOLUTION authorizing the City to enter into contract for obtaining Medical Stop-Loss Insurance, continuing with provider Symetra.

RESOLVED: That the appropriate City Officials are hereby authorized to enter into contract with Symetri for providing specific medical stop loss insurance at a cost of \$44.89 single/month, \$93.73 family/month, at an estimated annual premium of \$416,946 and aggregate insurance at an estimated annual premium of \$24,974 for the period of January 1, 2014 through December 31, 2014.

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw orders on the City's Insurance Fund Account Number 70411032-540206 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



PROPOSAL FOR GROUP EXCESS LOSS INSURANCE

Proposal For
City of Sheboygan

Coverage Period
January 1, 2014 through December 31, 2014

Quote Expiration Date
January 1, 2014

Administrator
UMR - Wausau

Producer
GLENDA L HODGE

Prepared by
Symetra Life Insurance Company
Mary Rozmiarek
125 S. Wacker Drive, Suite 275
Chicago , IL 60606

Date Prepared
October 1, 2013

SYMETRA
RETIREMENT | BENEFITS | LIFE

Symetra Life Insurance Company
777 108th Avenue NE, Suite 1200
Bellevue, WA 98004
www.symetra.com

Symetra® is a registered service mark of Symetra Life Insurance Company.

CITY OF SHEBOYGAN

INDIVIDUAL EXCESS LOSS COVERAGE

Coverages	Option 1	
	Medical, Rx Card	
Contract Type		12/15
Annual Specific Deductible per Individual	\$	145,000
Aggr Spec Fixed Annual Liability	\$	75,000
Maximum Lifetime Reimbursement		Unlimited
Maximum Policy Period Reimbursement		Unlimited
Reimbursement Percentage		100%
Quoted Rate Per Month	Enrollment	
Single	133	\$ 44.89
Family	307	\$ 93.73
Composite	440	\$ 78.97
Estimated Annual Premium	\$	416,946
Quoted Rate(s) includes Commissions of		10.00%

AGGREGATE EXCESS LOSS COVERAGE

Coverages	Option 1	
	Medical, Rx Card	
Contract Type		12/15
Aggregate Corridor		125%
Loss Limit per Individual	\$	145,000
Maximum Annual Reimbursement	\$	1,000,000
Reimbursement Percentage		100.0%
Estimated Annual Aggregate Deductible	\$	8,127,240
Minimum Aggregate Deductible	\$	8,127,240
Run-in Limited To	\$	0
Medical , RxCard		
Single	133	\$ 805.44
Family	307	\$ 1,857.16
Composite	440	\$ 1,539.25
Rate Per Month	Enrollment	
Composite	440	\$ 4.73
Estimated Annual Premium	\$	24,974
Rate(s) includes Commissions of		10.00%

CITY OF SHEBOYGAN

OVERALL COST SUMMARY

	<u>Option 1</u>
Total Annual Fixed Costs	\$ 441,920
Variable Costs	\$ 8,127,240
Maximum Annual Liability	\$ 8,569,160

City of Sheboygan accepts this quote.

Name: *Sandy Rohrick (pending approval of City Council)*
Human Resources Director

Sandy Rohrick

Signed At: *Sheboygan, Wisconsin* On: *Oct. 1, 2013*

Witness: *Vicki Leubandt* Title: *HR Secretary*

CITY OF SHEBOYGAN

QUALIFICATIONS AND CONTINGENCIES

The terms of this offer are tentative and may change based on the receipt and review of the following information by Symetra. Except as provided below, all requested information must be received no later than 15 days after the proposed effective date of coverage; otherwise, we reserve the right to withdraw the proposed terms and return any premiums remitted.

Plan sponsor's Plan Document or Plan Document Amendment is due no later than 90 days after the proposed effective/renewal date of Excess Loss Insurance coverage. Symetra may withhold Policy reimbursement prior to the receipt and acceptance of the final signed Plan Document/ Plan Document Amendment, which Symetra will expect to clearly express the benefits promised, obligations under federal law, and generally recognized provisions concerning discretionary authority of the plan sponsor with respect to benefit claims and exclusions of experimental/investigational treatment, non-medically necessary treatment, and off-label drug use (to the extent permitted by law).

No special enrollment may occur following issuance of this Proposal.

Please provide a listing of individuals including primary diagnosis and total paid claims in regards to: any individuals that had previously met the underlying plan's maximum, and are now re-entering the plan because the annual or lifetime maximum has been increased as a result of the Patient Protection and Affordable Care Act (PPACA).

Please provide details on any individual who has been hospital confined for 30 days or more in the most recent 12 months or is currently on an organ transplant list.

■

* Renewal offer assumes all shock claims and claims of potential concern are disclosed, even if not yet paid. Any unfunded claims balance must be disclosed; otherwise such claims will not be considered eligible under the Excess Loss Policy.

* Minimum Attachment Point: 100% of the product of the first months covered units time the Monthly Attachment Factors times 12.

* If the average monthly paid claims in the last 2 months of the current policy year exceed 125% of the average monthly paid claims in the first 10 months of the current policy year, Symetra will reserve the right to re-price the rates and factors shown on this proposal.

* Symetra assumes the underlying plan document does not cover Phase I and Phase II clinical trials.

Symetra Stop Loss, filed as the Group Excess Loss policy, is insured by Symetra Life Insurance Company located at 777 108th Avenue NE, Suite 1200, Bellevue, WA 98004 and is not available in any U.S. territory. Terms of this proposal may be subject to change. Rates and factors subject to attached Qualifications and Contingencies and Plan Document Assumptions.

**Plan Sponsor's Plan Document
Submission Requirements, Required Provisions & Minimum Standards
For Renewals**

Submission and Symetra Acceptance Required. As stated in Symetra's Renewal offer for Group Excess Loss Insurance, an Amended Plan Sponsor's Plan Document must be submitted to Symetra no later than 90 days after the renewal date of Excess Loss Insurance coverage. The Excess Loss Insurance policy ("Policy") requires that only eligible charges payable under the terms of the Plan Document as approved by Symetra will be covered expenses eligible for reimbursement under the Policy.

Symetra may withhold reimbursement of covered expenses prior to the receipt and acceptance of the final signed Plan Sponsor's revised Plan Document or amendment.

In reviewing the Plan Document or Amendment for acceptance, Symetra will consider whether the Plan Document or Amendment:

1. Contains basic contract elements for completeness and clarity (e.g., definitions, governing law).
2. Adequately addresses key plan components, including but not limited to eligibility rules, benefits promised, plan administration, discretionary language for court review of benefit claims, subrogation and coordination of benefits provisions.
3. Addresses the Plan's obligations under federal law, including
 - a. ERISA required provisions,
 - b. PPACA required provisions; or
 - c. a statement of grandfathered status.

Symetra will have no liability for reinsuring Plan Sponsor obligations that are not clearly stated in the Plan Document whether or not the Plan remains obligated in the absence of express inclusion. It is recommended that the Plan Document include express reference to other federal mandates and laws to which Plan is subject or a "conformity with law" provision.

4. Contains typical exclusions or limitations, including but not limited to:
 - a. Experimental/investigations treatment (except as required by PPACA),
 - b. Non-medically necessary treatment, and
 - c. Off-label drug use.

The absence of or inadequate treatment of these subjects in the Plan Document may result in a superseding provision in the Policy issued.

III

Other Matters

7.3

Res. No. _____ - 13 - 14. By Alderperson Hammond. October 7, 2013.

A RESOLUTION to authorize a transfer of appropriations in the 2013 Budget.

RESOLVED: That the Finance Director be and is hereby authorized and directed to make the following transfers of appropriations in the 2013 Budget for the purposes of:

Establishing estimated revenue and appropriation for donations from Wal Mart for Smoke Detectors:

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
General Fund Fire Department Contribution 10122100-467101	General Fund Fire Department Smoke Detectors 10122100-530202-25400	\$2,000

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
Wastewater Fund Pretreatment Testing 60138320-444701	Wastewater Fund Contracted Services 60138320-521900	\$20,000

Establishing estimated revenue and appropriation for pretreatment at the Wastewater Treatment Plant:

2.7

III

Establishing estimated revenue and appropriation for book purchases from donations at Mead Public Library:

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
Mead Library Contributions 25551100-467101	Mead Library Donation Purchases 25551100-538001	\$27,992

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

COMMON COUNCIL

Official Proceedings of the 2013-2014 Common Council of the City of Sheboygan.

THIRTEENTH REGULAR MEETING

Council met: Monday, October 7, 2013.

Mayor Mike Vandersteen in the Chair:

On call of the roll, the following Alderpersons were present:

Belanger, Carlson, Dassler, Donohue, Hammond, Heidemann, Hermann, Lessard, Lewandoske, Matichek, Pentico, Thiel, Van Akkeren, Vander Weele – 14.

Absent and Excused: Bohren, Versey – 2.

On motion by Alderperson Hammond and second by Alderperson Carlson, the reading of the minutes of the Twelfth Regular Meeting held September 16, 2013, was approved as entered on the record, all Alderpersons present voting "Aye".

PUBLIC FORUM

Joanne Scribner, 3 Seneca Trail spoke.

MAYOR'S ANNOUNCEMENTS

HEARINGS

Hearing No. 5 – 13 – 14. October 7, 2013.

Pursuant to a notice published by the Finance Director/Treasurer, per Sec. 65.90(4), Wis. Stats., there is a public hearing scheduled for this evening at which any resident or taxpayer of the governmental unit shall have an opportunity to be heard on the proposed budget.

All interested persons will be heard.

No persons appeared regarding this hearing and on motion by Alderperson Hammond and second by Alderperson Carlson, the foregoing hearing was closed, all Alderpersons present voting "Aye".

On motion by Alderperson Hammond and second by Alderperson Carlson, the following documents notated with asterick (*) were accepted and placed on file, accepted and adopted, or passed on call of the roll:

Ayes: Belanger, Carlson, Dassler, Donohue, Hammond, Heidemann, Hermann, Lessard, Lewandoske, Matichek, Pentico, Thiel, Van Akkeren, Vander Weele – 14.

Nays: None.

REPORTS OF OFFICERS

***R. O. No. 145 - 13 - 14. By BOARD OF CONTRACTORS EXAMINERS. October 7, 2013**

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

- 2457 Rick Liebman
Carpenter Contractor
1633 E Main St.
Clintonville, WI 54929
- 2463 Craig S Werner
Carpenter Contractor
1016 N 28th St
Sheboygan, WI 53081
- 2169 Dennis Jung
Carpenter Contractor
N8847 Little Elkhart Lake Rd
Elkhart Lake, WI 53020
- 2466 John Vanden Langenberg
Carpenter Contractor
1101 N Webster Ave.
Green Bay, WI 54302

***R. O. No. 146 - 13 - 14. By CITY ATTORNEY. October 7, 2013.**

Submitting, as a matter of record, the Easement (mini-storm sewer) dated July 5, 2013 between the City of Sheboygan and Paul A. and Diana C. Neils (2905 South 15th Street), executed in accordance with Res. No. 38-13-14, which has been recorded in the Sheboygan County Register of Deeds Office.

***R. O. No. 147 - 13 - 14. By CITY ATTORNEY. October 7, 2013.**

Submitting, as a matter of record, the following Easements (mini-storm sewer), executed in accordance with Res. Nos. 34-13-14, which have been recorded in the Sheboygan County Register of Deeds Office:

October 7, 2013

1. Easement dated May 29, 2013 between the City of Sheboygan and Andrew K. Xiong (3118 South 17th Street);
2. Easement dated June 28, 2013 between the City of Sheboygan and Jason A. Fortuna and Katherine A. Fortuna (2423 David Avenue); and
3. Easement dated August 9, 2013 between the City of Sheboygan and Timothy A. Goetsch (1705 North 27th Place).

***R. O. No. 148 - 13 - 14. By CITY CLERK. October 7, 2013.**

Submitting various license applications.

COMMERCIAL OPERATORS LICENSE (December 31, 2013)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3014	BBD	W2830 Cty. D, Cedar Grove
2787	CG Services LLC	N1403 Sauk Trail Rd., Oostburg

TEMPORARY CLASS "B" BEER LICENSE

<u>No.</u>	<u>Name</u>	<u>Address</u>
1030	Bethlehem Lutheran Church	1121 Georgia Ave. – one-day event to be held 10/19/2013 to include part of church.
2547	Friends of the Senior Center	428 Wisconsin Ave. – one-day event to be Held 11/14/2013 to include all of the Senior Center.
3012	Northstar Mens Softball	4002 N. 8 th St. – one-day event to be held 10/12/13 to include the south side parking lot and premise description.

SECONDHAND ARTICLE/JEWELRY (December 31, 2013)

<u>No.</u>	<u>Name</u>
3021	Finders Keepers

***R. O. No. 149 - 13 - 14. By CITY PLAN COMMISSION. October 7, 2013.**

Your Commission to whom was referred R. O. No. 133-13-14 by the City Clerks submitting a communication from Kevin Fetterer of 4th Street Tap inquiring about purchasing the parking lot of the Armory, east side of the alley to 4th Street; a report on this matter was discussed at the regular meeting of the City Plan Commission September 24, 2013, and after due consideration; recommends the Report of Officer be filed.

R. O. No. 150 - 13 - 14. By DIRECTOR OF PLANNING & DEVELOPMENT. October 7, 2013.

Submitting the 2014 Harbor Centre Business Improvement District BID Statement of Purpose, Operating Plan and 2014 BID Operating Budget.

Was referred to the Committee on Finance.

R. O. No. 151 - 13 - 14. By DIRECTOR OF PLANNING & DEVELOPMENT. October 7, 2013.

Submitting the 2014 City of Sheboygan Tourism budget request from the Sheboygan County Chamber of Commerce for Room Tax Profit and Loss, and related documents.

Was referred to the Committee on Finance.

R. O. No. 152 - 13 - 14. By CITY CLERK. October 7, 2013.

Submitting a claim from Phyllio Toniolo for alleged damages at 1128 Geele Ave. due to a tree owned by the City falling on her property and damaging the rain gutter.

Was referred to the Committee on Finance.

R. O. No. 153 - 13 - 14. By CITY CLERK. October 7, 2013.

Submitting a claim from Dawn Moore for alleged damages to her vehicle.

Was referred to the Committee on Finance.

R. O. No. 154 - 13 - 14. By CITY CLERK. October 7, 2013.

Submitting various license applications for the period ending June 30, 2014 and June 30, 2015.

Was referred to the Committee on Law and Licensing.

O. No. 155 - 13 - 14. By CITY CLERK. October 7, 2013.

Submitting a communication from Edwin L. Fritz requesting a waiver to the Sex Offender Residency restrictions in order to live at 2610D Cross Creek Dr.

Was referred to the Committee on Public Protection and Safety.

R. O. No. 156 - 13 - 14. By CITY CLERK. October 7, 2013.

Submitting a communication from the Principal of Jefferson Elementary School asking the "No Parking" signs on and 16th Street be removed for safety of the students, parents and staff members.

Was referred to the Committee on Public Protection and Safety.

R. O. No. 157 - 13 - 14. By CITY CLERK. October 7, 2013.

Submitting a communication from James Gerke requesting a waiver to the Sex Offender Residency restrictions in order to live at 1416 S. 9th St.

Was referred to the Committee on Public Protection and Safety.

R. O. No. 158 - 13 - 14. By CITY CLERK. October 7, 2013.

Submitting a communication from Alderperson Lewandoske submitting a proposal that no changes may be made to any parking area within 1,000 (one thousand) feet of Sheboygan's City Hall without first being referred to the Public Works Committee and voted on by the full Common Council.

Was referred to the Committee on Public Protection and Safety.

R. O. No. 159 - 13 - 14. By CITY CLERK. October 7, 2013.

Submitting a communication from Midlake Softball Organization in regards to the contract for the Wildwood Softball Complex.

Was referred to the Committee on Public Works.

R. O. No. 160 - 13 - 14. By CITY CLERK. October 7, 2013.

Submitting a communication from Dorothy Lynds concerning the lack of benches on North Point Drive.

Was referred to the Committee on Public Works.

R. O. No. 161 - 13 - 14. By CITY CLERK. October 7, 2013.

Submitting a communication from the State of Wisconsin, Department of Workforce Development in regards to the case of Scott Lewandoske vs. the City of Sheboygan.

Was referred to the Committee on Salaries and Grievances.

RESOLUTIONS INTRODUCED

Res. No. 63 - 13 - 14. By Alderperson Hammond. October 7, 2013.

A RESOLUTION authorizing the Mayor to execute the Settlement Agreement with Walgreens regarding the property assessments for the three Sheboygan Walgreens stores for tax years 2010-2013.

RESOLVED: That the Mayor is hereby authorized to execute the Settlement Agreement with Walgreens, a copy of which is attached hereto.

BE IT FURTHER RESOLVED: That the Finance Director/Treasurer is hereby authorized to refund Walgreens the total sum of \$8,702 for tax years 2010-2012 and is directed to draw on Account No. 10115100-590250 (Taxroll Adjustments) in payment of the refund.

A motion by Alderperson Hammond and second by Alderperson Carlson to suspend the rules of the Common Council was passed by unanimous consent.

On motion by Alderperson Hammond and second by Alderperson Carlson, the foregoing Resolution was passed on call of the roll:

Ayes: Belanger, Carlson, Dassler, Donohue, Hammond, Heidemann, Hermann, Lessard, Lewandoske, Matichek, Pentico, Thiel, Van Akkeren, Vander Weele – 14.

Nays: None.

Res. No. 64 - 13 - 14. By Alderperson VanderWeele. October 7, 2013.

A RESOLUTION authorizing the City Attorney to engage the services of special outside legal counsel to represent the Law & Licensing Committee and Common Council with regard to a quasi-judicial hearing regarding the suspension/revocation of Taxicab Operator License No. 4943 (Christine A. Stangel), and authorizing payment for said services.

RESOLVED: That the Common Council hereby authorizes the City Attorney to engage the services of special outside legal counsel to represent the Law & Licensing Committee and Common Council with regard to a quasi-judicial hearing regarding the suspension/revocation of Taxicab Operator License No. 4943 (Christine A. Stangel), and authorizes payment for said services.

October 7, 2013

BE IT FURTHER RESOLVED: That the Finance Department is hereby authorized and directed to draw on the City Attorney's Judgments & Settlement Expense Account No. 10119100-590400 in payment for said services.

A motion by Alderperson VanderWeele and second by Alderperson Matichek to suspend the rules of the Common Council was passed by unanimous consent.

On motion by Alderperson VanderWeele and second by Alderperson Matichek, the foregoing Resolution was passed on call of the roll:

Ayes: Belanger, Carlson, Dassler, Donohue, Hammond, Heidemann, Hermann, Lessard, Lewandoske, Matichek, Pentico, Thiel, Van Akkeren, Vander Weele – 14.

Nays: None.

Res. No. 65 - 13 - 14. By Alderperson Hammond. October 7, 2013.

A RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF UP TO \$8,974,081 SEWERAGE SYSTEM REVENUE BONDS, SERIES 2013A, AND PROVIDING FOR OTHER DETAILS AND COVENANTS WITH RESPECT THERETO.

WHEREAS, the City of Sheboygan, Sheboygan County, Wisconsin (the "Municipality") owns and operates a sewerage system (the "System") which is operated for a public purpose as a public utility by the Municipality; and

WHEREAS, pursuant to a resolution adopted on November 28, 1995 (the "1995 Resolution"), the Municipality has heretofore issued its Sewerage System Revenue Bonds, Series 1995A, dated November 30, 1995 (the "1995 Bonds"), which 1995 Bonds are payable from the income and revenues of the System; and

WHEREAS, pursuant to a resolution adopted on November 18, 1996 (the "1996 Resolution"), the Municipality has heretofore issued its Sewerage System Revenue Bonds, Series 1996B, dated November 26, 1996 (the "1996 Bonds"), which 1996 Bonds are payable from the income and revenues of the System; and

WHEREAS, pursuant to a resolution adopted on May 17, 2010 (the "2010 Resolution"), the Municipality has heretofore issued its Sewerage System Revenue Bonds, Series 2010A, dated May 26, 2010 (the "2010 Bonds"), which 2010 Bonds are payable from the income and revenues of the System; and

WHEREAS, the 1995 Bonds, the 1996 Bonds and the 2010 Bonds shall collectively be referred to as the "Prior Bonds"; and

WHEREAS, the 1995 Resolution, the 1996 Resolution and the 2010 Resolution shall collectively be referred to as the "Prior Resolutions"; and

WHEREAS, certain improvements to the System are necessary to meet the needs of the Municipality and the needs thereof, consisting of the construction of a project (the "Project") assigned Clean Water Fund Program Project No. 4019-18 by the Department of Natural Resources, and as described in the Department of Natural Resources approval letter for the plans and specifications of the Project, or portions thereof, issued under Section 281.41, Wisconsin Statutes, assigned No. S-2012-0463 and dated January 10, 2013 by the DNR; and

WHEREAS, under the provisions of Chapter 66, Wisconsin Statutes any municipality may, by action of its governing body, provide for purchasing, acquiring, constructing, extending, adding to, improving, operating and managing a public utility from the proceeds of bonds, which bonds are to be payable only from the revenues received from any source by such utility, including all rentals and fees; and

WHEREAS, the Municipality deems it to be necessary, desirable and in its best interest to authorize and sell sewerage system revenue bonds of the Municipality payable solely from the revenues of the System, pursuant to the provisions of Section 66.0621, Wisconsin Statutes, to pay the cost of the Project; and

WHEREAS, the Prior Resolutions permit the issuance of additional bonds on a parity with the Prior Bonds upon certain conditions, and those conditions have been met; and

WHEREAS, other than the Prior Bonds, no bonds or obligations payable from the revenues of the System are now outstanding.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Municipality that:

Section 1. **Definitions.** The following terms shall have the following meanings in this Resolution unless the text expressly or by implication requires otherwise:

- (a) "Act" means Section 66.0621, Wisconsin Statutes;
- (b) "Bond Registrar" means the Municipal Treasurer which shall act as Paying Agent for the Bonds;
- (c) "Bonds" means the \$8,974,081 Sewerage System Revenue Bonds, Series 2013A, of the Municipality dated their date of issuance, authorized to be issued by this Resolution;
- (d) "Bond Year" means the twelve-month period ending on each May 1;
- (e) "Current Expenses" means the reasonable and necessary costs of operating, maintaining, administering and repairing the System, including salaries, wages, costs of materials and supplies, insurance and audits, but shall exclude depreciation, debt service, tax equivalents and capital expenditures;
- (f) "Debt Service Fund" means the Sewerage System Special Redemption Fund of the Municipality, which shall be the "special redemption fund" as such term is defined in the Act;

(g) "Financial Assistance Agreement" means the Financial Assistance Agreement by and between the State of Wisconsin by the Department of Natural Resources and the Department of Administration and the Municipality pursuant to which the Bonds are to be issued and sold to the State, substantially in the form attached hereto and incorporated in by this reference;

(h) "Fiscal Year" means the twelve-month period ending on each December 31;

(i) "Governing Body" means the Common Council, or such other body as may hereafter be the chief legislative body of the Municipality;

(j) "Gross Earnings" means the gross earnings of the System, including earnings of the System derived from sewerage charges imposed by the Municipality, all payments to the Municipality under any wastewater treatment service agreements between the Municipality and any contract users of the System, and any other monies received from any source including all rentals and fees and any special assessments levied and collected in connection with the Project;

(k) "Municipal Treasurer" means the Treasurer of the Municipality who shall act as Bond Registrar and Paying Agent;

(l) "Municipality" means the City of Sheboygan, Sheboygan County, Wisconsin;

(m) "Net Revenues" means the Gross Earnings of the System after deduction of Current Expenses;

(n) "1995 Bonds" means the Municipality's Sewerage System Revenue Bonds, Series 1995A, dated November 30, 1995;

(o) "1995 Resolution" means a resolution adopted by the Common Council on November 28, 1995 authorizing the issuance of the 1995 Bonds;

(p) "1996 Bonds" means the Municipality's Sewerage System Revenue Bonds, Series 1996B, dated November 26, 1996;

(q) "1996 Resolution" means a resolution adopted by the Common Council on November 18, 1996 authorizing the issuance of the 1996B Bonds, as amended by the 2010 Resolution;

(r) "Parity Bonds" means bonds payable from the revenues of the System other than the Bonds but issued on a parity and equality with the Bonds pursuant to the restrictive provisions of Section 11 of this Resolution;

(s) "Prior Bonds" means the 1995 Bonds, the 1996 Bonds and the 2010 Bonds collectively;

(t) "Prior Resolutions" means the 1995 Resolution, the 1996 Resolution and the 2010 Resolution collectively;

(u) "Project" means the Project described in the preamble to this Resolution. All elements of the Project are to be owned and operated by the Municipality as part of the System as described in the preamble hereto;

(v) "Record Date" means the close of business on the fifteenth day of the calendar month next preceding any principal or interest payment date;

(w) "System" means the entire sewerage system of the Municipality specifically including that portion of the Project owned by the Municipality and including all property of every nature now or hereafter owned by the Municipality for the collection, transmission, treatment and disposal of domestic and industrial sewerage and waste, including all improvements and extensions thereto made by the Municipality while any of the Bonds and Parity Bonds remain outstanding, including all real and personal property of every nature comprising part of or used or useful in connection with such sewerage system and including all appurtenances, contracts, leases, franchises, and other intangibles;

(x) "2010 Bonds" means the Municipality's Sewerage System Revenue Bonds, Series 2010A, dated May 26, 2010; and

(y) "2010 Resolution" means a resolution adopted by the Common Council on May 17, 2010 authorizing the issuance of the 2010 Bonds.

Section 2. Authorization of the Bonds and the Financial Assistance Agreement. For the purpose of paying the cost of the Project (including legal, fiscal, engineering and other expenses), there shall be borrowed on the credit of the income and revenue of the System up to the sum of \$8,974,081; and fully registered revenue bonds of the Municipality are authorized to be issued in evidence thereof and sold to the State of Wisconsin Clean Water Fund Program in accordance with the terms and conditions of the Financial Assistance Agreement, which is incorporated herein by this reference and the Mayor and City Clerk of the Municipality are hereby authorized, by and on behalf of the Municipality, to execute the Financial Assistance Agreement.

Section 3. Terms of the Bonds. The Bonds shall be designated "Sewerage System Revenue Bonds, Series 2013A" (the "Bonds"); shall be dated their date of issuance; shall be numbered one and upward; shall bear interest at the rate of 2.625% per annum; shall be issued in denominations of \$0.01 or any integral multiple thereof; and shall mature on the dates and in the amounts as set forth in Exhibit B of the Financial Assistance Agreement and in the Bond form attached hereto as Exhibit A as it is from time to time adjusted by the State of Wisconsin based upon the actual draws made by the Municipality. Interest on the Bonds shall be payable commencing on May 1, 2014 and semiannually thereafter on May 1 and November 1 of each year. The Bonds shall not be subject to redemption prior to maturity except as provided in the Financial Assistance Agreement.

The schedule of maturities of the Bonds is found to be such that the amount of annual debt service payments is reasonable in accordance with prudent municipal utility practices.

Section 4. Form, Execution, Registration and Payment of the Bonds. The Bonds shall be issued as registered obligations in substantially the form attached hereto as Exhibit A and incorporated herein by this reference.

The Bonds shall be executed in the name of the Municipality by the manual signatures of the Mayor and City Clerk, and shall be sealed with its official or corporate seal, if any.

The principal of, premium, if any, and interest on the Bonds shall be paid by the Municipal Treasurer, who is hereby appointed as the Municipality's Bond Registrar.

Both the principal of and interest on the Bonds shall be payable in lawful money of the United States of America by the Bond Registrar. Payment of principal of the final maturity on the Bond will be payable upon presentation and surrender of the Bond to the Bond Registrar. Payment of principal on the Bond (except the final maturity) and each installment of interest shall be made to the registered owner of each Bond who shall appear on the registration books of the Municipality, maintained by the Bond Registrar, on the Record Date and shall be paid by check or draft of the Municipality and mailed to such registered owner at his or its address as it appears on such registration books or at such other address may be furnished in writing by such registered owner to the Bond Registrar.

Section 5. Security for the Bonds. The Bonds, together with interest thereon, shall not constitute an indebtedness of the Municipality nor a charge against its general credit or taxing power. The Bonds, together with interest thereon, shall be payable only out of the Debt Service Fund hereinafter created and established, and shall be a valid claim of the registered owner or owners thereof only against such Debt Service Fund and the revenues of the System pledged to such fund, on a parity with the pledge granted to the holders of the Prior Bonds. Sufficient revenues are hereby pledged to said Debt Service Fund, and shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Prior Bonds, the Bonds and any Parity Bonds as the same becomes due.

Section 6. Funds and Accounts. In accordance with the Act, for the purpose of the application and proper allocation of the revenues of the System, and to secure the payment of the principal of and interest on the Prior Bonds, the Bonds and Parity Bonds, certain funds of the System which were created and established by a resolution adopted on October 18, 1993, as amended (the "1993 Resolution") are hereby continued and shall be used solely for the following respective purposes:

- (a) Revenue Fund, into which shall be deposited as received the Gross Earnings of the System, which money shall then be divided among the Operation and Maintenance Fund, the Debt Service Fund, the Depreciation Fund and the Surplus Fund in the amounts and in the manner set forth in Section 7 hereof and used for the purposes described below.
- (b) Operation and Maintenance Fund, which shall be used for the payment of Current Expenses.
- (c) Sewerage System Special Redemption Fund (the "Debt Service Fund"), which shall be used for the payment of the principal of, premium, if any, and interest on the Prior Bonds, the Bonds and Parity Bonds as the same becomes due.
- (d) Depreciation Fund, which shall be used to provide a proper and adequate depreciation account for the System.
- (d) Surplus Fund, which shall first be used whenever necessary to pay principal of, premium, if any, or interest on the Prior Bonds, the Bonds and Parity Bonds when the Debt Service Fund shall be insufficient for such purpose, and thereafter shall be disbursed as follows: (i) at any time, to remedy any deficiency in any of the Funds provided in this Section 6 hereof; and (ii) money thereafter remaining in the Surplus Fund at the end of any Fiscal Year may be transferred to any of the funds or accounts created herein or to reimburse the general fund of the Municipality for advances made by the Municipality to the System.

Section 7. Application of Revenues. After the delivery of the Bonds, the Gross Earnings of the System shall be deposited as collected in the Revenue Fund and shall be transferred monthly to the funds listed below in the following order of priority and in the manner set forth below:

- (a) to the Operation and Maintenance Fund, in an amount equal to the estimated Current Expenses for such month and for the following month (after giving effect to available amounts in said Fund from prior deposits);
- (b) to the Debt Service Fund, an amount equal to one-sixth (1/6) of the next installment of interest coming due on the Prior Bonds, the Bonds and any Parity Bonds then outstanding and an amount equal to one-twelfth (1/12) of the installment of principal of the Prior Bonds, the Bonds and any Parity Bonds coming due during such Bond Year (after giving effect to available amounts in said Fund from accrued interest, any premium or any other source); and
- (c) to the Depreciation Fund, an amount determined by the Governing Body to be sufficient to provide a proper and adequate depreciation account for the System; and
- (d) to the Surplus Fund, any amount remaining in the Revenue Fund after the monthly transfers required above have been completed.

Transfers from the Revenue Fund to the Operation and Maintenance Fund, the Debt Service Fund, the Depreciation Fund and the Surplus Fund shall be made monthly not later than the tenth day of each month, and such transfer shall be applicable to monies on deposit in the Revenue Fund as of the last day of the month preceding. Any

other transfers and deposits to any fund required or permitted by subsection (a) through (d) of this Section, except transfers or deposits which are required to be made immediately or annually, shall be made on or before the tenth day of the month. Any transfer or deposit required to be made at the end of any Fiscal Year shall be made within sixty (60) days the close of such Fiscal Year. If the tenth day of any month shall fall on a day other than a business day, such transfer or deposit shall be made on the next succeeding business day.

It is the express intent and determination of the Governing Body that the amounts transferred from the Revenue Fund and deposited in the Debt Service Fund shall be sufficient in any event to pay the interest on the Prior Bonds, the Bonds and any Parity Bonds as the same accrues and the principal thereof as the same matures.

Section 8. Deposits and Investments. The Debt Service Fund shall be kept apart from monies in the other funds and accounts of the Municipality and the same shall be used for no purpose other than the prompt payment of principal of and interest on the Prior Bonds, the Bonds and any Parity Bonds as the same becomes due and payable. All monies therein shall be deposited in special and segregated accounts in a public depository selected under Chapter 34, Wisconsin Statutes and may be temporarily invested until needed in legal investments subject to the provisions of Section 66.0603(1m), Wisconsin Statutes. The other funds herein created (except the Sewerage System CWFP Project Fund) may be combined in a single account in a public depository selected in the manner set forth above and may be temporarily invested until needed in legal investments subject to the provisions of Section 66.0603(1m), Wisconsin Statutes.

Section 9. Service to the Municipality. The reasonable cost and value of services rendered to the Municipality by the System by furnishing sewerage services for public purposes shall be charged against the Municipality and shall be paid in monthly installments as the service accrues, out of the current revenues of the Municipality collected or in the process of collection, exclusive of the revenues derived from the System; that is to say, out of the tax levy of the Municipality made by it to raise money to meet its necessary current expenses. The reasonable cost and value of such service to the Municipality in each year shall be equal to an amount which, together with other revenues of the System, will produce in each Bond Year Net Revenues equivalent to not less than the annual principal and interest requirements on the Prior Bonds, the Bonds, any Parity Bonds and any other obligations payable from the revenues of the System then outstanding, times the greater of (i) 110% or (ii) the highest debt service coverage ratio required with respect to any obligations payable from revenues of the System then outstanding. However, such payment out of the tax levy shall be subject to (a) approval of the Public Service Commission, or successors to its function, if applicable, (b) yearly appropriations therefor, and (c) applicable levy limitations, if any; and neither this Resolution nor such payment shall be construed as constituting an obligation of the Municipality to make any such appropriation over and above the reasonable cost and value of the services rendered to the Municipality and its inhabitants or to make any subsequent payment over and above such reasonable cost and value.

Section 10. Operation of System; Municipality Covenants. It is covenanted and agreed by the Municipality with the owner or owners of the Bonds, and each of them, that the Municipality will perform all of the obligations of the Municipality as set forth in the Financial Assistance Agreement.

Section 11. Additional Bonds. The Bonds are issued on a parity with the Prior Bonds as to the pledge of revenues of the System. No bonds or obligations payable out of the revenues of the System may be issued in such manner as to enjoy priority over the Bonds. Additional obligations may be issued if the lien and pledge is junior and subordinate to that of the Bonds. Parity Bonds may be issued only under the following circumstances:

(a) Additional Parity Bonds may be issued for the purpose of completing the Project and for the purpose of financing costs of the Project which are ineligible for payment under the State of Wisconsin Clean Water Fund Program. However, such additional Parity Bonds shall be in an aggregate amount not to exceed 20% of the face amount of the Bonds; or

(b) Additional Parity Bonds may also be issued if all of the following conditions are met:

(1) The Net Revenues of the System for the Fiscal Year immediately preceding the issuance of such additional bonds must have been in an amount at least equal to the maximum annual interest and principal requirements on all bonds outstanding payable from the revenues of the System, and on the bonds then to be issued, times the greater of (i) 1.10 or (ii) the highest debt service coverage ratio to be required with respect to the Additional Parity Bonds to be issued or any other obligations payable from the revenues of the System then outstanding. Should an increase in permanent rates and charges, including those made to the Municipality, be properly ordered and made effective during the Fiscal Year immediately prior to the issuance of such additional bonds or during that part of the Fiscal Year of issuance prior to such issuance, then Net Revenues for purposes of such computation shall include such additional revenues as an independent certified public accountant, consulting professional engineer or the Wisconsin Public Service Commission may certify would have accrued during the prior Fiscal Year had the new rates been in effect during that entire immediately prior Fiscal Year.

(2) The payments required to be made into the funds enumerated in Section 6 of this Resolution must have been made in full.

(3) The additional bonds must have principal maturing on May 1 of each year and interest falling due on May 1 and November 1 of each year.

(4) The proceeds of the additional bonds must be used only for the purpose of providing extensions or improvements to the System, or to refund obligations issued for such purpose.

Section 12. Sale of Bonds. The sale of the Bonds to the State of Wisconsin Clean Water Fund Program for the purchase price of up to \$8,974,081 and at par, is ratified and confirmed; and the officers of the Municipality are authorized and directed to do any and all acts, including executing the Financial Assistance Agreement and the Bonds as hereinabove provided, necessary to conclude delivery of the Bonds to said purchaser, as soon after adoption of this Resolution as is convenient. The purchase price for the Bonds shall be paid upon requisition therefor as provided in the Financial Assistance Agreement, and the officers of the Municipality are authorized to prepare and submit to the State requisitions and disbursement requests in anticipation of the execution of the Financial Assistance Agreement and the issuance of the Bonds.

Section 13. Application of Bond Proceeds. The proceeds of the sale of the Bonds shall be deposited by the Municipality into a special fund designated as "Sewerage System CWFP Project Fund." The Sewerage System CWFP Project Fund shall be used solely for the purpose of paying the costs of the Project as more fully described in the preamble hereof and in the Financial Assistance Agreement. Moneys in the Sewerage System CWFP Project Fund shall be disbursed within three (3) business days of their receipt from the State of Wisconsin and shall not be invested in any interest-bearing account.

Section 14. Amendment to Resolution. After the issuance of any of the Bonds, no change or alteration of any kind in the provisions of this Resolution may be made until all of the Bonds have been paid in full as to both principal and interest, or discharged as herein provided, except: (a) the Municipality may, from time to time, amend this Resolution without the consent of any of the owners of the Bonds, but only to cure any ambiguity, administrative conflict, formal defect, or omission or procedural inconsistency of this Resolution; and (b) this Resolution may be amended, in any respect, with a written consent of the owners of not less than two-thirds (2/3) of the principal amount of the Bonds then outstanding, exclusive of Bonds held by the Municipality; provided, however, that no amendment shall permit any change in the pledge of revenues derived from the System or the maturity of any Bond issued hereunder, or a reduction in the rate of interest on any Bond, or in the amount of the principal obligation thereof, or in the amount of the redemption premium payable in the case of redemption thereof, or change the terms upon which the Bonds may be redeemed or make any other modification in the terms of the payment of such principal or interest without the written consent of the owner of each such Bond to which the change is applicable.

Section 15. Defeasance. When all Bonds have been discharged, all pledges, covenants and other rights granted to the owners thereof by this Resolution shall cease. The Municipality may discharge all Bonds due on any date by irrevocably depositing in escrow with a suitable bank or trust company a sum of cash and/or bonds or securities issued or guaranteed as to principal and interest of the U.S. Government, or of a commission, board or other instrumentality of the U.S. Government, maturing on the dates and bearing interest at the rates required to provide funds sufficient to pay when due the interest to accrue on each of said Bonds to its maturity or, at the Municipality's option, if said Bond is prepayable to any prior date upon which it may be called for redemption, and to pay and redeem the principal amount of each such Bond at maturity, or at the Municipality's option, if said Bond is prepayable, at its earliest redemption date, with the premium required for such redemption, if any, provided that notice of the redemption of all prepayable Bonds on such date has been duly given or provided for.

Section 16. Rebate Fund. Unless the Bonds are exempt from the rebate requirements of the Internal Revenue Code of 1986, as amended (the "Code"), the Municipality shall establish and maintain, so long as the Bonds and any Parity Bonds are outstanding, a separate account to be known as the "Rebate Fund." The sole purpose of the Rebate Fund is to provide for the payment of any rebate liability with respect to the Bonds under the relevant provisions of the Code and the Treasury Regulations promulgated thereunder (the "Regulations"). The Rebate Fund shall be maintained by the Municipality until all required rebate payments with respect to the Bonds have been made in accordance with the relevant provisions of the Code and the Regulations.

The Municipality hereby covenants and agrees that it shall pay to the United States from the Rebate Fund, at the times and in the amounts and manner required by the Code and the Regulations, the portion of the "rebate amount" (as defined in Section 1.148-3(b) of the Regulations) that is due as of each "computation date" (within the meaning of Section 1.148-3(e) of the Regulations). As of the date of this Resolution, the provisions of the Regulations specifying the required amounts of rebate installment payments and the time and manner of such payments are contained in Sections 1.148-3(f) and (g) of the Regulations, respectively. Amounts held in the Rebate Fund and the investment income therefrom are not pledged as security for the Bonds or any Parity Bonds and may only be used for the payment of any rebate liability with respect to the Bonds.

The Municipality may engage the services of accountants, attorneys or other consultants necessary to assist it in determining the rebate payments, if any, owed to the United States with respect to the Bonds. The Municipality shall maintain or cause to be maintained records of determinations of rebate liability with respect to the Bonds for each

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computation date until six (6) years after the retirement of the last of the Bonds. The Municipality shall make such records available to the State of Wisconsin upon reasonable request therefor.

Section 17. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the Municipality and the owner or owners of the Bonds, and after issuance of any of the Bonds no change or alteration of any in the provisions of this Resolution may be made, except as provided in Section 14, until all of the Bonds have been paid in full as to both principal and interest. The owner or owners of any of the Bonds shall have the right in addition to all other rights, by mandamus or other suit or action in any court of competent jurisdiction, to enforce such owner's or owners' rights against the Municipality, the Governing Body thereof, and any and all officers and agents thereof including, but without limitation, the right to require the Municipality, its Governing Body and any other authorized body, to fix and collect rates and charges fully adequate to carry out all of the provisions and agreements contained in this Resolution.

Section 18. Continuing Disclosure. The officers of the Municipality are hereby authorized and directed, if requested by the State of Wisconsin, to provide to the State of Wisconsin Clean Water Fund Program and to such other persons or entities as directed by the State of Wisconsin such ongoing disclosure regarding the Municipality's financial condition and other matters, at such times and in such manner as the Clean Water Fund Program may require, in order that securities issued by the Municipality and the State of Wisconsin satisfy rules and regulations promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended and as it may be amended from time to time, imposed on brokers and dealers of municipal securities before the brokers and dealers may buy, sell, or recommend the purchase of such securities.

Section 19. Conflicting Resolutions. All ordinances, resolutions (other than the Prior Resolutions), or orders, or parts thereof heretofore enacted, adopted or entered, in conflict with the provisions of this Resolution, are hereby repealed and this Resolution shall be in effect from and after its passage. In case of any conflict between this Resolution and the Prior Resolutions, the Prior Resolutions shall control as long as any of the respective Prior Bonds are outstanding.

A motion by Alderperson Hammond and second by Alderperson Carlson to suspend the rules of the Common Council was passed by unanimous consent.

On motion by Alderperson Hammond and second by Alderperson Carlson, the foregoing Resolution was passed on call of the roll:

Ayes: Belanger, Carlson, Dassler, Donohue, Hammond, Heidemann, Hermann, Lessard, Lewandoske, Matichek, Pentico, Thiel, Van Akkeren, Vander Weele – 14.

Nays: None.

Res. No. 66 - 13 - 14. By Alderperson Hammond. October 7, 2013.

A RESOLUTION to authorize a transfer of appropriations in the 2013 Budget.

Was referred to the Committee on Finance.

Res. No. 67 - 13 - 14. By Alderperson Hammond. October 7, 2013.

A RESOLUTION authorizing the appropriate City officials to execute the Dark Fiber License Agreement between ExteNet Systems, Inc. and the City of Sheboygan.

Was referred to the Committee on Finance.

Res. No. 68 - 13 - 14. By Alderperson Hammond. October 7, 2013.

A RESOLUTION to authorize a transfer of appropriations in the 2013 Budget.

Was referred to the Committee on Finance.

Res. No. 69 - 13 - 14. By Alderperson Heidemann. October 7, 2013.

A RESOLUTION authorizing the appropriate City officials to enter into a revised State/Municipal Agreement (dated September 27, 2013), I.D. 4630-05-00/71 for design and construction for the STH 42 Calumet Drive Reconstruction from Main Ave. to N. 26th St. scheduled for 2016 construction.

Was referred to the Committee on Public Works.

Res. No. 70 - 13 - 14. By Alderperson Donohue. October 7, 2013.

A RESOLUTION establishing the monthly premium equivalent rates for the Dental Insurance Plan effective for January 2014 coverage.

Was referred to the Committee on Salaries and Grievances.

Res. No. 71 - 13 - 14. By Alderperson Donohue. October 7, 2013.

A RESOLUTION authorizing the City to enter into contract for obtaining Medical Stop-Loss Insurance, continuing with provider Symetra.

Was referred to the Committee on Salaries and Grievances.

REPORTS OF COMMITTEES

***R. C. No. 175 - 13 - 14. By PUBLIC PROTECTION AND SAFETY. October 7, 2013.**

Your Committee to whom was referred Com. 17-13-14 from Jane Weber requesting a "No Dogs Allowed" sign at end of Indiana Avenue; recommending to file and post "No dogs allowed" at the end of Indiana Avenue near the ch.

***R. C. No. 176 - 13 - 14. By PUBLIC PROTECTION AND SAFETY. October 7, 2013.**

Your Committee to whom was referred Com. 18-13-14 from Patricia Hornes stating that she is concerned that Sheboygan no longer has a target range in the basement of Urban Middle School for her or others to have any shooting practice; recommends that the Communication be filed.

***R. C. No. 177 - 13 - 14. By SALARIES AND GRIEVANCES. October 7, 2013.**

Your Committee to whom was referred Com. No. 19-13-14 from Alderperson Bohren being an article from the Milwaukee Journal/Sentinel entitled, "Job-based health costs grow"; recommends that the Communication be filed.

***R. C. No. 178 - 13 - 14. By LAW AND LICENSING. October 7, 2013.**

Your Committee to whom was referred R. O. No. 108-13-14 by the City Clerk, submitting license applications for the period ending June 30, 2014 and June 30, 2015; recommends that the following license be granted contingent upon the application being corrected, and with a warning to include all violations on future applications.

BEVERAGE OPERATOR'S LICENSE (June 30, 2015)

No. Name

*0104 Kumbalek, Timothy J.

***Grant contingent upon the application being corrected, and with a warning to include all violations on future applications.**

R. C. No. 179 - 13 - 14. By LAW AND LICENSING. October 7, 2013.

Your Committee to whom was referred, pursuant to R. O. No. 108-13-14 by the City Clerk, license applications for the period ending June 30, 2014 and June 30, 2015; recommends that Taxicab Operator License #0091 be denied based upon his failure to accurately reveal all convictions on his application, his record of violations related to the licensed activity, and his failure to cooperate with the Committee.

On motion by Alderperson VanderWeele and second by Alderperson Matichek, the Report of Committee was accepted and adopted, on call of the roll:

Ayes: Belanger, Carlson, Dassler, Donohue, Hammond, Heidemann, Hermann, Lessard, Lewandoske, Matichek, Pentico, Thiel, Van Akkeren, Vander Weele – 14.

Nays: None.

***R. C. No. 180 - 13 - 14. By LAW AND LICENSING. October 7, 2013.**

Your Committee to whom was referred, pursuant to R. O. 122-13-14 by the City Clerk, license applications for the period ending June 30, 2014 and June 30, 2015; recommends that the following licenses be granted with various caveats (indicated below):

BEVERAGE OPERATOR'S LICENSE (June 30, 2015)

No. Name

*0123 Cesario, Mark B.

*0114 Stewart, Cody D.

0112 Wells, Candice M.

***Grant contingent upon the application being corrected, and with a warning to include all violations on future applications.**

R. C. No. 181 - 13 - 14. By LAW AND LICENSING. October 7, 2013.

Your Committee to whom was referred, pursuant to R. O. 122-13-14 by the City Clerk, license applications for the period ending June 30, 2014 and June 30, 2015; recommends that Taxicab Operator's License #8913 be denied based upon her failure to accurately reveal all convictions on her application and her record of violations related to the licensed activity.

On motion by Alderperson VanderWeele and second by Alderperson Matichek, the Report of Committee was accepted and adopted, on call of the roll:

Ayes: Belanger, Carlson, Dassler, Donohue, Hammond, Heidemann, Hermann, Lessard, Lewandoske, Matichek, Pentico, Thiel, Van Akkeren, Vander Weele – 14.

Nays: None.

R. C. No. 182 - 13 - 14. By LAW AND LICENSING. October 7, 2013.

Your Committee to whom was referred, pursuant to R. O. 122-13-14 by the City Clerk, submitting license applications for the period ending June 30, 2014 and June 30, 2015; recommends that Beverage Operator's License 19 be denied based upon her record of violations related to the licensed activity.

On motion by Alderperson VanderWeele and second by Alderperson Matichek, the Report of Committee was accepted and adopted, on call of the roll:

Ayes: Belanger, Dassler, Donohue, Heidemann, Hermann, Lessard, Lewandoske, Matichek, Pentico, Thiel, Vander Weele – 11.

Nays: Carlson, Hammond, Van Akkeren – 3.

***R. C. No. 183 - 13 - 14. By LAW AND LICENSING. October 7, 2013.**

Your Committee to whom was referred, pursuant to R. O. No. 137-13-14 by the City Clerk, license applications for the period ending June 30, 2014 and June 30, 2015; recommends that the following licenses be granted:

FERMENTED MALT BEVERAGE LICENSE (June 30, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3010	El Valle LLC	1721 Calumet Dr.
3011	The Green Coffee House	924 N. 14 th St.

CLASS "C" WINE LICENSE (June 30, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3010	El Valle LLC	1721 Calumet Dr.
3011	The Green Coffee House	924 N. 14 th St.

BEVERAGE OPERATOR'S LICENSE (June 30, 2015)

<u>No.</u>	<u>Name</u>
7767	Albrecht, Chris S.
0128	Badtke, Thomas M.
7538	Beeck, Michael K.
0132	Bhatta, Lok Raj
0139	Brown, Joshua T.
0155	Buchholz, Christine A.
0131	Carriveau, Daniel A.
8	Flaig, Somer M.
0136	Fredricks, Sydney A.
0143	Gottsacker, Robert D.
0145	Johnson, Gerald T.
0137	Krieski, Mindy K.
6911	Lee, Manasty Vang
9340	Malpica, Maritza
0135	Mondragon, Heather L.
9336	Pintor, Christine M.
0144	Rubin, Angela M.
0129	Van Rixel, Jacqueline A.
3028	Vick, Cathy A.
4239	Yurk, Richard C.

TAXICAB OPERATOR'S LICENSE (June 30, 2014)

<u>No.</u>	<u>Name</u>
0130	Hameister, Julie M.
0147	Rosenberg, Melissa A.

R. C. No. 184 - 13 - 14. By LAW AND LICENSING. October 7, 2013.

Your Committee to whom was referred R. C. No. 174-13-14 submitting license applications for the period ending June 30, 2014 and June 30, 2015; recommends that Taxicab Operator License #8147 be denied based upon his failure to accurately reveal all convictions on his application, his record of violations related to the licensed activity, and his failure to cooperate with the Committee.

On motion by Alderperson VanderWeele and second by Alderperson Matichek, the Report of Committee was accepted and adopted, on call of the roll:

Ayes: Belanger, Carlson, Dassler, Donohue, Hammond, Heidemann, Hermann, Lessard, Lewandoske, Matichek, Pentico, Thiel, Van Akkeren, Vander Weele – 14.

Nays: None.

***R. C. No. 185 - 13 - 14. By SALARIES AND GRIEVANCES. October 7, 2013.**

Your Committee to whom was referred Res. No. 47-13-14 from Alderpersons Bohren, Heidemann, Thiel and Versey increasing the contribution for health insurance premiums for the City of Sheboygan elected officials and non-represented employees effective January 1, 2014 and January 1, 2015; recommends that the Resolution be filed.

***R. C. No. 186 - 13 - 14. By PUBLIC PROTECTION AND SAFETY. October 7, 2013.**

Your Committee to whom was referred Res. 56-13-14 by Alderperson Carlson authorizing the appropriate City Officials to submit an application for the Wisconsin Department of Justice Heroin Initiative 2013 and administer the grant if awarded; recommends that the Resolution be passed.

***R. C. No. 187 - 13 - 14. By PUBLIC PROTECTION AND SAFETY. October 7, 2013.**

Your Committee to whom was referred Res. 57-13-14 by Alderperson Carlson authorizing the Sheboygan Police Department to submit a grant application to the American Automobile Association for the purchase of an intoxiclock device; recommends that the Resolution be passed.

***R. C. No. 188 - 13 - 14. By PUBLIC PROTECTION AND SAFETY. October 7, 2013.**

Your Committee to whom was referred the following:

1. R. O. 143-13-14 by the Purchasing Agent submitting bids for purchasing one 4WD Pickup for the Fire Department; and
 2. Res. 59-13-14 by Alderperson Carlson for the purchase of one 4WD Pickup for the Fire Department;
- recommends that the Report of Officer be accepted and filed and the Resolution be passed.

***R. C. No. 189 - 13 - 14. By PUBLIC WORKS. October 7, 2013.**

Your Commission to whom was referred the following:

1. R. O. No. 144-13-14 by the Purchasing Agent, submitting an evaluation of Request for Bids #1734-13-3 received on September 5, 2013 for the purchase of 4WD Pickup for the Department of Public Works; and
 2. Res. No. 60-13-14 by Alderperson Heidemann authorizing entering into contract for the purchase of one (1) 4WD Pickup Truck for the Department of Public Works;
- recommends that the Report of Officer be accepted and placed on file and the Resolution be passed.

C. No. 190 - 13 - 14. By SALARIES AND GRIEVANCES. October 7, 2013.

Your Committee to whom was referred Res. No. 61-13-14 from Alderperson Donohue establishing the monthly premium equivalent rates for the Medical Benefit Plan effective for January 2014 coverage; recommends that the Resolution be passed.

R. C. No. 191 - 13 - 14. By PUBLIC PROTECTION AND SAFETY. October 7, 2013.

Your Committee to whom was referred Gen. Ord. No. 23-13-14 by Alderperson Hammond relating to parking restrictions to remove two (2) handicapped parking stalls behind City Hall immediately east and west of the back door (north side of City Hall); recommends that the Ordinance be passed.

Was accepted and adopted.

***R. C. No. 192 - 13 - 14. By PUBLIC PROTECTION AND SAFETY. October 7, 2013.**

Your Committee to whom was referred Gen. Ord. No. 24-13-14 by Alderpersons Carlson and Heidemann creating section 118-137 of the Municipal Code, entitled "Trailer Parking," so as to prohibit overnight parking of trailers in the city; recommends that the Ordinance be passed.

R. C. No. 193 - 13 - 14. By PUBLIC PROTECTION AND SAFETY. October 7, 2013.

Your Committee to whom was referred Gen. Ord. No. 25-13-14 by Alderperson Carlson amending various portions of Chapter 26 of the Municipal Code relating to establishment of new fees for permits issued by the Building Inspection Division of the City of Sheboygan; recommends that the Ordinance be passed.

On motion by Alderperson Hammond and second by Alderperson Carlson, the Report of Committee lies over until October 21st, on call of the roll:

Ayes: Belanger, Carlson, Dassler, Donohue, Hammond, Heidemann, Hermann, Lessard, Lewandoske, Matichek, Pentico, Thiel, Van Akkeren, Vander Weele – 14.

Nays: None.

R. C. No. 194 - 13 - 14. By PUBLIC PROTECTION AND SAFETY. October 7, 2013.

Your Committee to whom was referred Gen. Ord. No. 26-13-14 by Alderperson Carlson requiring east and westbound traffic on Arizona Ave. and Elm Ave. to stop at S. 21st St.; recommends that the Ordinance be passed.

***R. C. No. 195 - 13 - 14. By PUBLIC PROTECTION AND SAFETY. October 7, 2013.**

Your Committee to whom was referred Gen. Ord. No. 27-13-14 by Alderperson Carlson repealing Gen. Ord. 40-02-03 creating a no parking, stopping, standing zone on the south side of Cooper Ave. west of N. 20th St.; recommends the Ordinance be passed.

***R. C. No. 196 - 13 - 14. By PUBLIC PROTECTION AND SAFETY. October 7, 2013.**

Your Committee to whom was referred Gen. Ord. No. 28-13-14 by Alderperson Carlson creating a no parking zone from 7 a.m. until 4 p.m. on school days on the north side of Cooper Ave. west of N. 20th St.; recommends that the Ordinance be passed.

***R. C. No. 197 - 13 - 14. By PUBLIC PROTECTION AND SAFETY. October 7, 2013.**

Your Committee to whom was referred Gen. Ord. No. 29-13-14 by Alderperson Carlson creating a no parking zone effective December 1st through April 1st on the south side of Ontario Ave. west of N. 14th St.; recommends that the Ordinance be passed.

***R. C. No. 198 - 13 - 14. By PUBLIC PROTECTION AND SAFETY. October 7, 2013.**

Your Committee to whom was referred Gen. Ord. No. 30-13-14 by Alderperson Heidemann creating a no parking zone in the alley north of Jefferson Ave. and south of Pennsylvania Ave. between S. 9th St. and Water St.; recommends that the Ordinance be passed.

***R. C. No. 199 - 13 - 14. By PUBLIC PROTECTION AND SAFETY. October 7, 2013.**

Your Committee to whom was referred Gen. Ord. No. 31-13-14 by Alderperson Carlson creating a no parking zone on the west side of S. 24th St. south of Union Ave.; recommends that the Ordinance be passed.

***R. C. No. 200 - 13 - 14. By PUBLIC PROTECTION AND SAFETY. October 7, 2013.**

Your Committee to whom was referred Gen. Ord. No. 32-13-14 by Alderperson Carlson creating a no parking zone on the north side of Union Ave. between S. 26th St. and S. 25th St.; recommends that the Ordinance be passed.

RESOLUTIONS ON SECOND READING

***Res. No. 56 - 13 - 14. By Alderperson Carlson. September 3, 2013.**

A RESOLUTION authorizing the appropriate City Officials to submit an application for the Wisconsin Department of Justice Heroin Initiative 2013 and administer the grant if awarded.

WHEREAS, funding up to \$25,000 is available from the Wisconsin Department of Justice (DOJ) for five local communities to implement multi-disciplinary approaches to mitigate heroin issues; and

WHEREAS, a local law enforcement agency must be the lead agency and must be the grant applicant; and

WHEREAS, all expenses must be new and cannot replace existing state or local government funding; and

WHEREAS, heroin trafficking and heroin use have dramatically risen throughout the State of Wisconsin, including the City of Sheboygan and data indicates that the trafficking and usage are increasing threats that must be addressed due to the negative effects that coincide with their use; and

WHEREAS, the Sheboygan Police Department is seeking funds to implement a multi-disciplinary approach to mitigate issues associated with an increase in heroin use in the City and County of Sheboygan. The goals of this approach include: 1) to provide service providers with the information needed to understand the issues associated with heroin abuse, identify service gaps and implement best practices between collaborating agencies to ensure successful treatment, 2) increase awareness by educating the greater community, 3) reduce reoffending through greater awareness of treatment alternatives within the community and 4) reduce heroin related deaths by greater awareness of the problem and availability of medical intervention during overdose events.

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan Common Council authorizes the Chief of Police to submit an application to the Wisconsin Department of Justice Heroin Initiative 2013 grant announcement and administer the grant if awarded.

***Res. No. 57 - 13 - 14. By Alderperson Carlson. September 3, 2013.**

A RESOLUTION authorizing the Sheboygan Police Department to submit a grant application to the American Automobile Association for the purchase of an intoxiclock device.

WHEREAS, the American Automobile Association (AAA) was founded over 100 years ago for the purpose of lobbying for driver and passenger rights, fair laws, safer vehicles and safety improvements and is committed to being a good corporate neighbor and has a grant program open to local law enforcement; and

WHEREAS, those who over-indulge on alcohol can suffer short and long-term medical issues, are more likely to commit crimes, be victims of crime and are more likely to drive under the influence of alcohol; and

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WHEREAS, the Sheboygan Police Department has identified the need for an evidence-based alcohol education class in the City of Sheboygan and has been unable to locate other resources within the community willing to provide this class and the Sheboygan Police Department is gathering resources to offer such a class; and

WHEREAS, the intoxclock is a device that can be programmed to an individual's height, weight and sex and then how different numbers and types of alcoholic beverages impact a person's blood alcohol concentration making it an important tool for demonstrating the effects of alcohol on the body.

NOW, THEREFORE, BE IT RESOLVED: that the City of Sheboygan Common Council authorizes the Chief of Police to submit an application to the American Automobile Association for the purchase of an intoxclock device and administer the grant if awarded.

***Res. No. 59 - 13 - 14. By Alderperson Carlson. September 10, 2013.**

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the purchase of one (1) 4WD Crew Cab Pickup Truck for the Sheboygan Fire Department for use as a command vehicle.

WHEREAS: The Sheboygan Fire Department in need of a suitable vehicle to replace a 1995 GM Suburban as well as needing the ability to tow the Survive Alive house and;

WHEREAS: The Fire Department has determined that a 4WD Pickup truck with a Crew Cab and shortened cargo box with cap will fulfill their requirements and;

WHEREAS: The Purchasing Agent solicited bids for all three vehicles and has determined that the low bid meets the City's requirements but it is advantageous to the City to consider the second low bid due to a number of distinct differences from one manufacturer to another;

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract for the purchase of one 2014 Chevrolet Silverado 4WD Pickup truck including the necessary options and license and title fees in the amount of \$ from Sheboygan Chevrolet Cadillac Buick GMC;

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw the funds from in payment thereof.

***Res. No. 60 - 13 - 14. By Alderperson Heidemann. September 16, 2013.**

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the purchase of one (1) 4WD Pickup Truck for the Department of Public Works.

WHEREAS: The Department of Public Works is in need of a suitable vehicle for use by the Superintendent of Parks forestry.

WHEREAS: Resolution No. 45-13-14 approved the solicitation of sealed bids for this vehicle.

WHEREAS: The Purchasing Agent solicited bids for all three vehicles and has determined that the low bid meets or exceeds the City's requirements;

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract for the purchase of one 2014 4WD Pickup truck including the necessary options and license and title fees in the amount of \$26,231.16 from Sheboygan Chevrolet Cadillac Buick GMC;

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw the funds from 70136100-641100 Motor Vehicle Fund in payment thereof.

***Res. No. 61 - 13 - 14. By Alderperson Donohue. September 16, 2013.**

A RESOLUTION establishing the monthly premium equivalent rates for the Medical Benefit Plan effective for January 2014 coverage.

RESOLVED: That the monthly premium equivalent rates for the Medical Benefit Plan that will be charged to departments, employees and retirees not on Medicare shall be \$737 for a Single Plan and \$1,731.40 for a Family Plan effective for January 2014 coverage.

BE IT FURTHER RESOLVED: That the monthly premium equivalent rates for the Medical Benefit Plan that will be charged to retirees on Medicare shall be \$620.11 for a Single Plan and \$1,240.24 for a Family Plan effective for January 2014 coverage.

BE IT FURTHER RESOLVED: That the monthly premium equivalent for retirees Family Plan with one on Medicare and one not on Medicare shall be \$1,291 effective for January 2014 coverage.

ORDINANCES ON SECOND READING

Gen. Ord. No. 23 - 13 - 14. By Alderperson Hammond. September 3, 2013.

AN ORDINANCE relating to parking restrictions to remove two (2) handicapped parking stalls behind City Hall immediately east and west of the back door (north side of City Hall).

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

Section 1. Pursuant to Section 118-126 of the Sheboygan Municipal Code entitled "Prohibitions and restrictions authorized," the Parking Regulations are hereby amended as follows:

Delete – two (2) handicapped parking stalls behind City Hall, immediately east and west of the back door (north side of City Hall).

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

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

On motion by Alderperson Carlson and second by Alderperson Lessard, the Ordinance was passed on call of the roll:

Ayes: Belanger, Bohren, Dassler, Donohue, Hammond, Hermann, Lessard, Thiel, Van Akkeren, VanderWeele – 10.

Nays: Heidemann, Matichek, Pentico – 3.

Abstain: Lewandoske – 1.

***Gen. Ord. No. 24 - 13 - 14. By Alderpersons Carlson and Heidemann. September 3, 2013.**

AN ORDINANCE creating section 118-137 of the Municipal Code, entitled "Trailer Parking," so as to prohibit overnight parking of trailers in the city.

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

Section 1. Section 118-137 of the Sheboygan Municipal Code is hereby created to read as follows:

"Sec. 118-136. Overnight parking of trailers prohibited

(a) Definition

"Trailer" means a vehicle without motive power designed for carrying property or passengers wholly on its own structure and for being drawn by a motor vehicle, but does not include a mobile home.

(b) Restrictions.

Except as provided in paragraph (c), no trailer or boat may be parked on a street within the city between the hours of 11:00 p.m. and 5:00 a.m.

(c) Exceptions.

The restrictions on parking in this section do not apply when:

(1) The trailer, or a motor vehicle to which the trailer is attached, becomes disabled while on the highway in such a manner or to such an extent that it is impossible to avoid stopping or temporarily leaving the vehicle in the prohibited place; or,

(2) The stopping of the trailer is necessary to avoid conflict with other traffic or to comply with traffic regulations or the directions of a traffic officer or traffic control sign or signal; or,

(3) The trailer is actively being loaded or unloaded; or,

(4) The trailer is legally attached to a registered and operable motor vehicle, provided that trailer and vehicle are in compliance with all other parking provisions, including the provisions of sec. 118-127; or,

(5) The owner or operator of any trailer or boat has requested and obtained a waiver of the restrictions of this section from the police department. The police department shall give no more than a total of six such waivers to people living at a given address in one calendar year.

Section 2. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

***Gen. Ord. No. 26 – 13 -14. By Alderperson Carlson. September 16, 2013.**

AN ORDINANCE requiring east and westbound traffic on Arizona Ave. and Elm Ave. to stop at S. 21st St.

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

Section 1. Pursuant to Section 118-126 of the Municipal Code entitled, "Prohibitions and Restrictions Authorized," stop signs shall be added requiring east bound and west bound traffic on Arizona Ave. to stop at the intersection of S. 21st St. and Arizona Ave. and Elm Ave.

Section 2. The Department of Public Works and the Police Department are hereby authorized and directed to add the sign(s) to give notification of the aforementioned change.

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.

***Gen. Ord. No. 27 - 13 - 14. By Alderperson Carlson. September 17, 2013.**

AN ORDINANCE repealing Gen. Ord. 40-02-03 creating to a no parking, stopping, standing zone on the south side of Cooper Ave. west of N. 20th St.

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

Section 1. Pursuant to Section 118-126 of the Municipal Code entitled, "Prohibitions and Restrictions Authorized," Gen. Ord. 40-02-03, which created a no parking, stopping, or standing zone on the south side of Cooper Avenue, is hereby repealed.

Section 2. The Department of Public Works and the Police Department are hereby authorized and directed to remove the signs giving notification of the repealed parking restriction.

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

***Gen. Ord. No. 28 – 13 - 14. By Alderperson Carlson. September 16, 2013.**

AN ORDINANCE creating a no parking zone from 7 a.m. until 4 p.m. on school days on the north side of Cooper Ave. west of N. 20th St.

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

Section 1. Pursuant to Section 118-126 of the Municipal Code entitled "Prohibitions and Restrictions Authorized," the north side of Cooper Avenue from North 20th Street to 70' west of the west curb line of N. 20th Street is hereby added to the list of locations where no parking is permitted from 7 a.m. to 4 p.m. on school days.

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

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

***Gen. Ord. No. 29 - 13 -14. By Alderperson Carlson. September 16, 2013.**

AN ORDINANCE relating creating a no parking zone effective December 1st through April 1st on the south side of Ontario Ave. west of N. 14th St.

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

Section 1. Pursuant to Section 118-126 of the Municipal Code entitled, "Prohibitions and Restrictions Authorized," the south side of Ontario Avenue from N. 14th Street to 75 feet west of the west curb line of N. 14th Street is hereby added to the list of locations where parking is not permitted from December 1st through April 1st.

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

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

***Gen. Ord. No. 30 – 13 - 14. By Alderperson Heidemann. September 16, 2013.**

AN ORDINANCE creating a no parking zone in the alley north of Jefferson Ave. and south of Pennsylvania Ave. between S. 9th St. and Water St.

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

Section 1. Pursuant to Section 118-126 of the Municipal Code entitled "Prohibitions and Restrictions Authorized", the entire alley located 165' south of the south curb line of Pennsylvania Ave. is hereby added to the list of locations where no parking is permitted.

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

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

***Gen. Ord. No. 31 - 13 - 14. By Alderperson Carlson. September 16, 2013.**

AN ORDINANCE creating a no parking zone on the west side of S. 24th St. south of Union Ave.

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

Section 1. Pursuant to Section 118-126 of the Municipal Code entitled "Prohibitions and Restrictions Authorized," the west side of S. 24th Street from 75' south of the south curb line of Union Avenue is hereby added to the list of locations where no parking is permitted.

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

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

***Gen. Ord. No. 32 - 13 - 14. By Alderperson Carlson. September 16, 2013.**

AN ORDINANCE creating a no parking zone on the north side of Union Ave. between S. 26th St. and S. 25th St.

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

Section 1. Pursuant to Section 118-126 of the Municipal Code entitled "Prohibitions and Restrictions Authorized," the north side of Union Avenue from 80' east of the east curb line of S. 26th St. to 113' east of the east curb line of S. 26th is hereby added to the list of locations where no parking is permitted.

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

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

A MOTION TO CONVENE IN CLOSED SESSION was made by Alderperson Hammond and second by Alderperson Carlson, under the exemption provided in Sec. 19.85(1)(e), Wis. Stats., for the purpose of deliberating the possible purchase of public property where competitive and bargaining reasons requires a closed session.

Ayes: Belanger, Bohren, Carlson, Dassler, Donohue, Hammond, Heidemann, Hermann, Lewandoske, Pentico, Thiel, Van Akkeren, Vander Weele, Versey – 14.

Nays: None.

There being no further business, on motion by Alderperson Hammond and second by Alderperson Carlson, the meeting was then adjourned, all Alderpersons present voting "Aye".

Mayor

City Clerk