



NINETEENTH REGULAR COMMON COUNCIL MEETING AGENDA

January 04, 2023 at 6:00 PM

**City Hall, 3rd Floor - Council Chambers, 828 Center Avenue,
Sheboygan, WI**

"Kindness is like snow - it beautifies everything it covers" - Kahlile Gibran

**This meeting may be viewed LIVE on Charter Spectrum Channel 990, AT&T U-Verse Channel 99 and:
www.wscssheboygan.com/vod.**

Notice of the 19th Regular Meeting of the 2022-2023 Common Council at 6:00 PM, WEDNESDAY, January 4, 2023 in City Hall, 3rd Floor - Council Chambers, 828 Center Avenue, Sheboygan, WI. Persons with disabilities who need accommodations to attend the meeting should contact Meredith DeBruin at the City Clerk's Office, 828 Center Avenue, (920) 459-3361.

Members of the public who wish to participate in public forum remotely shall provide notice to the City Clerk at (920) 459-3361 at least 24 hours before the meeting so that the person may be provided a remote link for that purpose.

OPENING OF MEETING

1. Roll Call

Alderspersons Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, and Salazar may attend the meeting remotely.

2. Pledge of Allegiance

3. Approval of Minutes

Eighteenth Regular Council Meeting held on December 19, 2022

4. Mayoral Appointments

Adam Westbrook to be appointed as Director of Human Resources and Labor Relations for the City of Sheboygan

5. Mayoral Appointments

David Gladis to the Sustainability Task Force

6. Public Forum

Limit of five people having five minutes each with comments limited to items on this agenda.

7. Mayor's Announcements

Upcoming Community Events, Proclamations, Employee Recognitions

CONSENT

8. Motion to Receive and File all R.O.'s, Receive all R.C.'s and Adopt all Resolutions and Ordinances

9. R. C. No. 155-22-23 by Finance and Personnel Committee to whom was referred Res. No. 111-22-23 by Alderspersons Mitchell and Filicky-Peneski authorizing the appropriate City officials to execute

Application for Group Flexible Purchase Payment Deferred Fixed Indexed Annuity Contract (Non-Participating) with Nationwide; recommends adopting the Resolution.

RESOLUTIONS

- 10.** Res. No. 116-22-23 by Alderpersons Felde and Filicky-Peneski authorizing the appropriate City officials to enter into a Consent to Assignment by and between the City of Sheboygan, Healics Clinics, Inc. and SolidaritUS Health Inc. and also an Amended and Restated Services Agreement with SolidaritUS Health Inc. regarding the provision of an employer health clinic. SUSPEND THE RULES AND ADOPT THE RESOLUTION
- 11.** Res. No. 118-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing the appropriate City officials to execute a Memorandum of Understanding with the Sheboygan Professional Police Officers' Supervisory Association. REFER TO FINANCE AND PERSONNEL COMMITTEE
- 12.** Res. No. 117-22-23 by Alderpersons Dekker and Rust authorizing the appropriate City officials to enter into a contract with Dorner, Inc. for the construction of the Broadway Reconstruction project. REFER TO PUBLIC WORKS COMMITTEE
- 13.** Res. No. 119-22-23 by Alderpersons Felde and Ackley authorizing the appropriate City officials to accept and expend funds received from the Wisconsin Department of Justice as part of the Byrne Memorial Justice Assistance Grant (JAG) Program. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

REPORT OF COMMITTEES

- 14.** R. C. No. 156-22-23 by Finance and Personnel Committee to whom was referred Res. No. 110-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing retaining outside legal counsel to represent the City regarding Grievance #22-02 filed by International Association of Firefighters Local 483, and authorizing payment for said services; recommends amending the Resolution to limit spending authorization to \$7,000.00. RECEIVE THE R. C. AND ADOPT THE SUBSTITUTE RESOLUTION

OTHER MATTERS AUTHORIZED BY LAW

CLOSED SESSION

- 15.** MOTION TO CONVENE IN CLOSED SESSION pursuant to Wis. Stat. s. 19.85(1)(e) for deliberating or negotiating the purchase of public properties, to wit: the purchase of property for right-of-way purposes adjacent to the SouthPointe Enterprise Campus, where competitive or bargaining reasons require a closed session; AND pursuant to Wis. Stat. s. 19.85(1)(f) for consideration of personnel problems which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of the person involved in such problems or investigations, AND under the exemption provided in Wis. Stat. s. 19.85(1)(g) for conferring with legal counsel for the City who is expected to render oral advice concerning strategy to be adopted by the City with respect to litigation in which it is likely to become involved.

ADJOURN MEETING

- 16.** Motion to Adjourn

In compliance with Wisconsin's Open Meetings Law, this agenda was posted in the following locations more than 24 hours prior to the time of the meeting:

City Hall • Mead Public Library
Sheboygan County Administration Building • City's website

CITY OF SHEBOYGAN**EIGHTEENTH REGULAR COMMON COUNCIL MEETING MINUTES****Monday, December 19, 2022**

OPENING OF MEETING**1. Roll Call**

Alders Present: Ackley, Dekker, Felde, Heidemann, Perrella (remote), Ramey, Rust, and Salazar – 8.

Alders Excused: Filicky-Peneski and Mitchell – 2.

2. Pledge of Allegiance**3. Approval of Minutes**

Seventeenth Regular Council Meeting held on December 5, 2022

MOTION TO APPROVE THE MINUTES

Motion made by Felde, Seconded by Dekker.

Voting Yea: Ackley, Dekker, Felde, Heidemann, Perrella, Ramey, Rust, Salazar – 8.

4. Confirmation of Mayor's Appointments

Business Improvement District 2023-2024 (Paul Rudnick, Eileen Simenz, Stephanie Rankun, Greg Van Demark, Tim Bartz, Derek Muench)

MOTION TO CONFIRM APPOINTMENTS

Motion made by Felde, Seconded by Dekker.

Voting Yea: Ackley, Dekker, Felde, Heidemann, Perrella, Ramey, Rust, Salazar – 8.

5. Public Forum

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

6. Presentation

Sheboygan County Economic Development Corporation

7. Mayor's Announcements

Upcoming Community Events, Proclamations, Employee Recognitions

CONSENT**8. Motion to Receive and File all R.O.'s, Receive all R.C.'s and Adopt all Resolutions and Ordinances**

Motion made by Felde, Seconded by Dekker.

Voting Yea: Ackley, Dekker, Felde, Heidemann, Perrella, Ramey, Rust, Salazar – 8.

9. R. O. No. 91-22-23 by Board of License Examiners submitting an application for Building Contractor License already granted.

MOTION TO RECEIVE AND FILE THE R. O.

Motion made by Felde, Seconded by Dekker.

Voting Yea: Ackley, Dekker, Felde, Heidemann, Perrella, Ramey, Rust, Salazar – 8.

10. R. C. No. 140-22-23 by Finance and Personnel Committee to whom was referred Res. No. 97-22-23 by Alderpersons Mitchell and Filicky-Peneski expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2022 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 1; recommends adopting the Resolution.

MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION

Motion made by Felde, Seconded by Dekker.

Voting Yea: Ackley, Dekker, Felde, Heidemann, Perrella, Ramey, Rust, Salazar – 8.

11. R. C. No. 141-22-23 by Finance and Personnel Committee to whom was referred Res. No. 98-22-23 by Alderpersons Mitchell and Filicky-Peneski expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2022 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 2; recommends adopting the Resolution.

MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION

Motion made by Felde, Seconded by Dekker.

Voting Yea: Ackley, Dekker, Felde, Heidemann, Perrella, Ramey, Rust, Salazar – 8.

12. R. C. No. 142-22-23 by Finance and Personnel Committee to whom was referred Res. No. 99-22-23 by Alderpersons Mitchell and Filicky-Peneski expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2022 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 4; recommends adopting the Resolution.

MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION

Motion made by Felde, Seconded by Dekker.

Voting Yea: Ackley, Dekker, Felde, Heidemann, Perrella, Ramey, Rust, Salazar – 8.

13. R. C. No. 143-22-23 by Finance and Personnel Committee to whom was referred Res. No. 100-22-23 by Alderpersons Mitchell and Filicky-Peneski expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2022 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 5; recommends adopting the Resolution.

MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION

Motion made by Felde, Seconded by Dekker.

Voting Yea: Ackley, Dekker, Felde, Heidemann, Perrella, Ramey, Rust, Salazar – 8.

14. R. C. No. 138-22-23 by Finance and Personnel Committee to whom was referred R. O. No. 63-22-23 by City Clerk submitting a claim from Erik Boelkow for alleged damages to his home when a city tree fell on it; recommends filing the claim.

MOTION TO RECEIVE THE R. C. AND FILE THE CLAIM

Motion made by Felde, Seconded by Dekker.

Voting Yea: Ackley, Dekker, Felde, Heidemann, Perrella, Ramey, Rust, Salazar – 8.

15. R. C. No. 147-22-23 by Finance and Personnel Committee to whom was referred Res. No. 104-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing the issuance of a refund for excess property tax payable to Mang Thao and Shoua Xiong related to 2021 real estate tax for Parcel No. 59281321771; recommends adopting the Resolution.

MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION

Motion made by Felde, Seconded by Dekker.

Voting Yea: Ackley, Dekker, Felde, Heidemann, Perrella, Ramey, Rust, Salazar – 8.

16. R. C. No. 152-22-23 by Finance and Personnel Committee to whom was referred Res. No. 109-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing entering into a Development Agreement with Cardinal Capital Development, LLC and CCM-Press Owner, LLC regarding redevelopment of the former Sheboygan Press Building at 632 Center Avenue; recommends adopting the Resolution.

MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION

Motion made by Felde, Seconded by Dekker.

Voting Yea: Ackley, Dekker, Felde, Heidemann, Perrella, Ramey, Rust, Salazar – 8.

17. R. C. No. 154-22-23 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 86-22-23 by City Clerk submitting various license applications; recommends filing the R. O. due to withdrawal of License No. 3575 by applicant.

MOTION TO RECEIVE THE R. C. AND FILE THE R. O.

Motion made by Felde, Seconded by Dekker.

Voting Yea: Ackley, Dekker, Felde, Heidemann, Perrella, Ramey, Rust, Salazar – 8.

18. R. C. No. 153-22-23 by Licensing, Hearings, and Public Safety Committee to whom was referred DIRECT REFERRAL R. O. No. 90-22-23 by City Clerk submitting various license applications; recommends granting the applications.

MOTION TO RECEIVE THE R. C. AND GRANT THE APPLICATIONS

Motion made by Felde, Seconded by Dekker.

Voting Yea: Ackley, Dekker, Felde, Heidemann, Perrella, Ramey, Rust, Salazar – 8.

REPORT OF OFFICERS

19. R. O. No. 92-22-23 by City Clerk submitting a claim from Jeremy Willems for alleged damages to his vehicle when a chunk of debris came off a city truck and struck it. REFER TO FINANCE AND PERSONNEL COMMITTEE

RESOLUTIONS

20. Res. No. 112-22-23 by Alderpersons Felde and Filicky-Peneski authorizing the appropriate City officials to execute a conflict waiver letter prepared by Quarles & Brady LLP regarding representation of the City of Sheboygan and Advocate Aurora Health.

MOTION TO SUSPEND THE RULES AND ADOPT THE RESOLUTION

Motion made by Felde, Seconded by Dekker.

Voting Yea: Ackley, Dekker, Felde, Heidemann, Perrella, Ramey, Rust, Salazar – 8.

21. Res. No. 115-22-23 by Alderpersons Felde and Filicky-Peneski authorizing the City Attorney to execute License Agreement with LawVu Limited for document and project management software and authorizing an adjustment to the 2023 budget to fund the purchase.

MOTION TO SUSPEND THE RULES AND ADOPT THE RESOLUTION

Motion made by Felde, Seconded by Dekker.

Voting Yea: Ackley, Dekker, Felde, Heidemann, Perrella, Ramey, Rust, Salazar – 8.

22. Res. No. 114-22-23 by Alderpersons Felde and Filicky-Peneski authorizing the appropriate City officials to execute an Agreement with Humana Wellness for Application for wellness services.

MOTION TO SUSPEND THE RULES AND ADOPT THE RESOLUTION

Motion made by Felde, Seconded by Dekker.

Voting Yea: Ackley, Dekker, Felde, Heidemann, Perrella, Ramey, Rust, Salazar – 8.

23. Res. No. 113-22-23 by Alderpersons Felde and Filicky-Peneski authorizing the purchase of additional NEOGOV services for the Human Resources Department and approving the NEOGOV Services Agreement.

MOTION TO SUSPEND THE RULES AND ADOPT THE RESOLUTION

Motion made by Felde, Seconded by Dekker.

Voting Yea: Ackley, Dekker, Felde, Heidemann, Perrella, Ramey, Rust, Salazar – 8.

24. Res. No. 110-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing retaining outside legal counsel to represent the City regarding Grievance #22-02 filed by International Association of Firefighters Local 483, and authorizing payment for said services. REFER TO FINANCE AND PERSONNEL COMMITTEE

25. Res. No. 111-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing the appropriate City officials to execute an application for Group Flexible Purchase Payment Deferred Fixed Indexed Annuity Contract (Non-Participating) with Nationwide. REFER TO FINANCE AND PERSONNEL COMMITTEE

REPORT OF COMMITTEES

26. R. C. No. 139-22-23 by Finance and Personnel Committee to whom was referred Res. No. 95-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing the appropriate City officials to remove certain uncollected delinquent personal property taxes and uncollected accounts receivable from the City of Sheboygan's general ledger; recommends adopting the Resolution.

MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION

Motion made by Ackley, Seconded by Dekker.

Voting Yea: Ackley, Dekker, Felde, Heidemann, Perrella, Ramey, Rust, Salazar – 8.

27. R. C. No. 144-22-23 by Finance and Personnel Committee to whom was referred Res. No. 101-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing the transfer of funds to repay advances made to Tax Increment District 10 Fund from the General Fund; recommends adopting the Resolution.

MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION

Motion made by Ackley, Seconded by Dekker.

Voting Yea: Ackley, Dekker, Felde, Heidemann, Perrella, Ramey, Rust, Salazar – 8.

28. R. C. No. 145-22-23 by Finance and Personnel Committee to whom was referred Res. No. 102-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing the transfer of funds to repay advances made to Environmental Tax Increment District 1 Fund from the Capital Projects Fund; recommends adopting the Resolution.

MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION

Motion made by Ackley, Seconded by Dekker.

Voting Yea: Ackley, Dekker, Felde, Heidemann, Perrella, Ramey, Rust, Salazar – 8.

29. R. C. No. 146-22-23 by Finance and Personnel Committee to whom was referred Res. No. 103-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing an adjustment to the 2022 budget to fund unanticipated vehicle fuel costs; recommends adopting the Resolution.

MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION

Motion made by Ackley, Seconded by Dekker.

Voting Yea: Ackley, Dekker, Felde, Heidemann, Perrella, Ramey, Rust, Salazar – 8.

30. R. C. No. 148-22-23 by Finance and Personnel Committee to whom was referred Res. No. 105-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing the issuance of a refund for excess property tax payable to Sheboygan Paper Box Co. related to 2020 and 2021 real estate taxes for Parcel No. 59281318401; recommends adopting the Resolution.

MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION

Motion made by Ackley, Seconded by Dekker.

Voting Yea: Ackley, Dekker, Felde, Heidemann, Perrella, Ramey, Rust, Salazar – 8.

31. R. C. No. 149-22-23 by Finance and Personnel Committee to whom was referred Res. No. 106-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing an adjustment to the 2022 budget to fund unanticipated plumbing repairs at the Municipal Service Building; recommends adopting the Resolution.

MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION

Motion made by Ackley, Seconded by Dekker.

Voting Yea: Ackley, Dekker, Felde, Heidemann, Perrella, Ramey, Rust, Salazar – 8.

32. R. C. No. 150-22-23 by Finance and Personnel Committee to whom was referred Res. No. 107-22-23 by Alderpersons Mitchell and Filicky-Peneski adopting updated wage classifications in the 2022 City of Sheboygan Compensation Program for Non-Represented Employees to reflect the recommended changes determined through the appeals process.; recommends adopting the Resolution.

MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION

Motion made by Ackley, Seconded by Dekker.

Voting Yea: Ackley, Dekker, Felde, Heidemann, Perrella, Ramey, Rust, Salazar – 8.

33. R. C. No. 151-22-23 by Finance and Personnel Committee to whom was referred Res. No. 108-22-23 by Alderpersons Mitchell and Filicky-Peneski pursuant to Sections 82-31 and 82-54, Sheboygan Municipal Code, adopting changes to the classification plan effective January 1, 2023; recommends adopting the Resolution.

MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION

Motion made by Ackley, Seconded by Dekker.

Voting Yea: Ackley, Dekker, Felde, Heidemann, Perrella, Ramey, Rust, Salazar – 8.

GENERAL ORDINANCES

34. Gen. Ord. No. 15-22-23 by Alderpersons Felde and Filicky-Peneski amending Section 2-112(b) of the Municipal Code so as to change the date of the nineteenth regular meeting of the common council in January 2023 from the first Tuesday to the first Wednesday of the month.

MOTION TO SUSPEND THE RULES AND ADOPT THE ORDINANCE

Motion made by Felde, Seconded by Dekker.

Voting Yea: Ackley, Dekker, Felde, Heidemann, Perrella, Ramey, Rust, Salazar – 8.

ADJOURN MEETING

35. Motion to Adjourn

MOTION TO ADJOURN AT 6:44 PM

Motion made by Felde, Seconded by Dekker.

Voting Yea: Ackley, Dekker, Felde, Heidemann, Perrella, Ramey, Rust, Salazar – 8.



December 29th 2022

HONORABLE MEMBERS OF THE COMMON COUNCIL

Pursuant to section 2-937 of the Sheboygan Municipal Code relating to the position of the Director of Human Resources and Labor Relations, I hereby recommend that Adam Westbrook be appointed as the Director of Human Resources and Labor Relations for the City of Sheboygan effective January 17th 2023.

Sincerely,

Ryan Sorenson
Mayor
City of Sheboygan

Office of the Mayor

CITY HALL
828 CENTER AVE.
SHEBOYGAN, WI 53081

920-459-3317
www.sheboyganwi.gov



Dear Members of the Common Council,

We are pleased to recommend for confirmation Adam Westbrook as the Director of Human Resources and Labor Relations. During this process, Baker Tilly was instrumental in the hiring for this position. With Baker Tilly's assistance, we were able to vet and recruit several candidates, and with their help we were able to identify Adam as the top choice for this position.

Adam previously served as the City Attorney for Neenah. In this position he led contract negotiations for the City, facilitated ADA compliance, provided trainings to staff on supervision, discipline, and DEI. He also assisted with FLMA matters as well.

Currently, Adam is the Executive Director of Human Resource and Legal Affairs for CESA 6. Some of his primary responsibilities include development and training for staff, working with benefit brokers, implemented new hiring and recruitment practices, and improved employee engagement.

Adam is passionate about making our community a better place. We are excited to have him on the team.

Sincerely,

Hiring Group

Ryan Sorenson
Mayor

Chad Pelishek
Director of Planning and Development

Kaitlyn Krueger
Finance Director

Carrie Arenz
Management Analyst

Christopher Domagalski
Chief of Police

David Biebel
Director of Public Works



The appointment of Adam Westbrook to the position of Director of Human Resources and Labor Relations is submitted for your consideration:

Professional Experience

CESA 6, Oshkosh WI

Executive Director of Human Resources and Legal Affairs, July 2022-Present

City of Neenah, Neenah WI

City Attorney, January 2021-July 2022

Deputy City Attorney, May 2018-January 2021

Milwaukee County District Attorney's Office

Post-conviction/ Charging Attorney, September 2017- May 2018

Education and Professional Membership

University of Wisconsin Eau Claire

Bachelor of Arts in Politic Science, 2014

Marquette University Law School

Juris Doctor, 2017

SHRM Member

NPELRA Member

Bar Membership: American Bar Association, National LGBT Bar Association, Wisconsin Bar, LGBT Bar of Wisconsin

Office of the Mayor

CITY HALL
828 CENTER AVE.
SHEBOYGAN, WI 53081

920-459-3317
www.sheboyganwi.gov



December 29th 2022

TO THE HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointments for your confirmation:

- David Gladis to be considered for appointment to the Sustainability Task Force

Ryan Sorenson
Mayor
City of Sheboygan

Office of the Mayor

CITY HALL
828 CENTER AVE.
SHEBOYGAN, WI 53081

920-459-3317
www.sheboyganwi.gov

VIII

R. C. No. 155 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE.
January 4, 2023.

Your Committee to whom was referred Res. No. 111-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing the appropriate City officials to execute Application for Group Flexible Purchase Payment Deferred Fixed Indexed Annuity Contract (Non-Participating) with Nationwide; recommends adopting the Resolution.

_____	_____
_____	_____
_____	_____
	Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Res. No. 111 - 22 - 23. By Alderpersons Mitchell and Filicky-Peneski.
December 19, 2022.

A RESOLUTION authorizing the appropriate City officials to execute an Application for Group Flexible Purchase Payment Deferred Fixed Indexed Annuity Contract (Non-Participating) with Nationwide.

WHEREAS, the City offers employees the benefit of contributing to 457(b) retirement plans through payroll deductions; and

WHEREAS, one of the plan providers the City currently offers these retirement plans through is Nationwide; and

WHEREAS, the City strives to provide varying and flexible investment and plan options to employees; and

WHEREAS, Nationwide has various products available through their plan including the Nationwide Indexed Principal Protection Plan.

NOW, THEREFORE, BE IT RESOLVED: That the Finance Director is hereby authorized to execute the attached Application for Group Flexible Purchase Payment Deferred Fixed Indexed Annuity Contract (Non-Participating) with Nationwide.

BE IT FURTHER RESOLVED: That the Finance Department is hereby authorized to make necessary deduction adjustments within the payroll system to administer the new plan type that is being offered.

FAP

Robert Filicky-Peneski

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



APPLICATION FOR
GROUP FLEXIBLE PURCHASE PAYMENT DEFERRED
FIXED INDEXED ANNUITY CONTRACT (Non-Participating)
underwritten by
Nationwide Life Insurance Company
One Nationwide Plaza
Columbus, Ohio 43215
1-877-677-3678

Item 9.

Nationwide Indexed Principal ProtectionSM

— Please indicate for which product this application applies (one must be selected): —

☐ 12-month Book Value Payment ☐ 5-year Book Value Payment

APPLICANT

City of Sheboygan (the "Applicant"), applies to be the Contract Owner of a Group Flexible Purchase Payment Deferred Fixed Indexed Annuity Contract (the "Contract") underwritten by Nationwide Life Insurance Company ("Nationwide").

The Group Flexible Purchase Payment Deferred Fixed Indexed Annuity Contract applied for will become effective on the "Effective Date of Contract" if the initial Purchase Payment and this application are accepted by Nationwide. In the event the initial Purchase Payment or this application are not accepted, Nationwide's liability will be limited to a return of the initial Purchase Payment, and any subsequent Purchase Payments remitted.

The applicant's plan qualifies under:

☒ Section 457(b) ☐ Section 401(k) ☐ Section 401(a)

PURCHASE PAYMENT

Applicant agrees to permit Participants in its Plan to allocate Purchase Payments to the Contract as of the "Effective Date of Contract".

STATE INSURANCE FRAUD WARNINGS

Notice to AL Residents Only: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

Notice to AR, LA, and RI Residents Only: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Notice to CO and MA Residents Only: Any person who, knowingly and with intent to injure, defraud or deceive any insurance company or other person, files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and may subject such person to criminal and civil penalties, fines imprisonment, or a denial of insurance benefits.

Notice to KS Residents Only: WARNING: Any

person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance may be guilty of insurance fraud as determined by a court of law and may be subject to fines and confinement in prison.

Notice to KY Residents Only: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

ME Residents Only: Any person who knowingly and with intent to injure, defraud or deceive any insurance company or other person, files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and may subject such person to criminal and civil penalties, fines imprisonment, or a denial of insurance Benefits. All statements contained in such application for insurance shall be deemed representations and not warranties.

STATE INSURANCE FRAUD WARNINGS (Continued)

Notice to OK Residents Only: WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer make any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

NOTICE TO PA RESIDENTS ONLY: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to a criminal and civil penalties.

FOR TN AND WA RESIDENTS ONLY: It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.

FOR NJ RESIDENTS ONLY: Any person who includes false information on an application for an insurance policy is subject to criminal and civil penalties.

Notice to MD Residents Only: Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NOTICE TO MN RESIDENTS ONLY: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a criminal offense and may be subject to fines and confinement in prison pursuant to state law.

NOTICE TO PR RESIDENTS ONLY: Any person who furnishes information verbally or in writing, or offers any testimony on improper or illegal actions which, due to their nature constitute fraudulent acts in the insurance business,

knowing that the facts are false shall incur, a felony and, upon conviction, shall be punished by a fine of not less than five thousand dollars (\$5,000), nor more than ten thousand dollars (\$10,000) for each violation or by imprisonment for a fixed term of three (3) years, or both penalties. Should aggravating circumstances be present, the fixed penalty thus established may be increased to maximum of five (5) years if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

NOTICE TO VA RESIDENTS ONLY: ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT MAY HAVE VIOLATED THE STATE LAW.

FOR DC RESIDENTS ONLY: WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

Notice to OH Residents Only: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

NOTICE TO NM RESIDENTS ONLY: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.

ADDITIONAL STATE NOTICES

Notice to AK Residents Only: The Contract and the attached application form, including any elected options and/or endorsements, is the entire agreement between Nationwide and the Contract Owner. Statements in the Contract and application are representations and not warranties.

Notice to ND, SC and SD Residents Only: A Market Value Adjustment may be assessed on withdrawals or full surrenders which may decrease the amount of the withdrawal or full surrender requested would be in addition to any applicable scheduled surrender penalty charge.

SIGNATURES

Signed on behalf of _____, this _____ day
of _____, 20_____.

☒ Yes ☐ No Do you have existing annuity contracts?

☐ Yes ☒ No Will the applied for Contract replace any existing life insurance or annuity contracts?

(Authorized Signature of Applicant)

Date

(Title)

☐ Yes ☒ No Do you have any reason to believe the Contract applied for is to replace existing annuities?

Michael Hawes
(Authorized Nationwide Agent/Representative Signature)

11/21/22
Date

Michael Hawes
(Authorized Nationwide Agent/Representative) – Please Print

Retirement Specialist
(Title)



APPLICATION FOR
GROUP FLEXIBLE PURCHASE PAYMENT DEFERRED
FIXED INDEXED ANNUITY CONTRACT (Non-Participating)
underwritten by
Nationwide Life Insurance Company
One Nationwide Plaza
Columbus, Ohio 43215
1-877-677-3678

Item 9.

Nationwide Indexed Principal ProtectionSM

Please indicate for which product this application applies (one must be selected):

- ☒ 12-month Book Value Payment ☐ 5-year Book Value Payment

APPLICANT

City of Sheboygan (the "Applicant"), applies to be the Contract Owner of a Group Flexible Purchase Payment Deferred Fixed Indexed Annuity Contract (the "Contract") underwritten by Nationwide Life Insurance Company ("Nationwide").

The Group Flexible Purchase Payment Deferred Fixed Indexed Annuity Contract applied for will become effective on the "Effective Date of Contract" if the initial Purchase Payment and this application are accepted by Nationwide. In the event the initial Purchase Payment or this application are not accepted, Nationwide's liability will be limited to a return of the initial Purchase Payment, and any subsequent Purchase Payments remitted.

The applicant's plan qualifies under:

- ☒ Section 457(b) ☐ Section 401(k) ☐ Section 401(a)

PURCHASE PAYMENT

Applicant agrees to permit Participants in its Plan to allocate Purchase Payments to the Contract as of the "Effective Date of Contract".

STATE INSURANCE FRAUD WARNINGS

Notice to AL Residents Only: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

Notice to AR, LA, and RI Residents Only: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Notice to CO and MA Residents Only: Any person who, knowingly and with intent to injure, defraud or deceive any insurance company or other person, files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and may subject such person to criminal and civil penalties, fines imprisonment, or a denial of insurance benefits.

Notice to KS Residents Only: WARNING: Any

person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance may be guilty of insurance fraud as determined by a court of law and may be subject to fines and confinement in prison.

Notice to KY Residents Only: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

ME Residents Only: Any person who knowingly and with intent to injure, defraud or deceive any insurance company or other person, files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and may subject such person to criminal and civil penalties, fines imprisonment, or a denial of insurance Benefits. All statements contained in such application for insurance shall be deemed representations and not warranties.

Notice to OK Residents Only: WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer make any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

NOTICE TO PA RESIDENTS ONLY: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to a criminal and civil penalties.

FOR TN AND WA RESIDENTS ONLY: It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.

FOR NJ RESIDENTS ONLY: Any person who includes false information on an application for an insurance policy is subject to criminal and civil penalties.

Notice to MD Residents Only: Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NOTICE TO MN RESIDENTS ONLY: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a criminal offense and may be subject to fines and confinement in prison pursuant to state law.

NOTICE TO PR RESIDENTS ONLY: Any person who furnishes information verbally or in writing, or offers any testimony on improper or illegal actions which, due to their nature constitute fraudulent acts in the insurance business,

knowing that the facts are false shall incur, a felony and, upon conviction, shall be punished by a fine of not less than five thousand dollars (\$5,000), nor more than ten thousand dollars (\$10,000) for each violation or by imprisonment for a fixed term of three (3) years, or both penalties. Should aggravating circumstances be present, the fixed penalty thus established may be increased to maximum of five (5) years if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

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Notice to AK Residents Only: The Contract and the attached application form, including any elected options and/or endorsements, is the entire agreement between Nationwide and the Contract Owner. Statements in the Contract and application are representations and not warranties.

Notice to ND, SC and SD Residents Only: A Market Value Adjustment may be assessed on withdrawals or full surrenders which may decrease the amount of the withdrawal or full surrender requested would be in addition to any applicable scheduled surrender penalty charge.

SIGNATURES

Item 9.

Signed on behalf of City of Sheboygan, this 5th day
of January, 2023.

☒ Yes ☐ No Do you have existing annuity contracts?

☐ Yes ☒ No Will the applied for Contract replace any existing life insurance or annuity contracts?

Katy Kpm
(Authorized Signature of Applicant)

01/05/2023
Date

Finance Director
(Title)

☐ Yes ☒ No Do you have any reason to believe the Contract applied for is to replace existing annuities?

Michael Hanes
(Authorized Nationwide Agent/Representative Signature)

11/21/22
Date

Michael Hanes
(Authorized Nationwide Agent/Representative) – Please Print

Retireman + Specialist
(Title)

Res. No. 116 - 22 - 23. By Alderpersons Felde and Filicky-Peneski.
January 4, 2023.

A RESOLUTION authorizing the appropriate City officials to enter into a Consent to Assignment by and between the City of Sheboygan, Healics Clinics, Inc. and SolidaritUS Health Inc. and also an Amended and Restated Services Agreement with SolidaritUS Health Inc. regarding the provision of an employer health clinic.

WHEREAS, the City entered into a cooperative professional services agreement with Sheboygan County, Sheboygan Area School District, and Healics Holdings, Inc. ("Healics") as of January 1, 2022 for the provision of an employer health clinic; and

WHEREAS, SolidaritUS Health Inc. has acquired Healics; and

WHEREAS, the parties desire to enter into a professional services agreement with SolidaritUS Health Inc., which is attached; and

WHEREAS, the costs associated with the SolidaritUS Health Inc. agreement will be paid through premiums; and

WHEREAS, the services offered by SolidaritUS Health Inc. will be substantially similar to those services offered by Healics.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor is hereby authorized to execute the attached agreement and the Consent to Assignment.

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized to draw funds from Account No. 710144-537700 (Health Insurance Fund - Claims) in payment of any expenses arising out of this agreement.

*Suspend Rules
Adopt Res.*

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

AMENDED AND RESTATED SERVICES AGREEMENT

THIS AMENDED AND RESTATED SERVICES AGREEMENT (this “Agreement”) is made as of January 1, 2023 (the “Effective Date”) by and between **SolidaritUS Health Inc.**, a Delaware corporation (“SolidaritUS”), and **City of Sheboygan** a Wisconsin municipal corporation (“Client”). In this Agreement, SolidaritUS and Client each may be referred to as a “Party” or together as the “Parties”.

WHEREAS SolidaritUS acquired the business of Healics Holdings, Inc. (“Healics”) on or about December 30, 2022, which business included that certain Services Agreement by and between Healics and Client, dated as of January 1, 2022 (the “2022 Agreement”), and the Parties hereto now wish to amend and restate the 2022 Agreement as provided herein;

WHEREAS SolidaritUS manages delivery of broad scope, high-value advanced primary health care, including operation of conveniently accessible advanced primary care health centers, proactive provision and coordination of individualized, high-quality health care by qualified and accountable, personal primary care providers, and provision of exceptional patient access and broad-scope advanced primary care services, which include SolidaritUS provision of certain Services (defined below); and

WHEREAS Client desires to retain SolidaritUS to provide certain Services to Client, upon the terms and conditions hereinafter set forth, and SolidaritUS is willing to perform such Services.

NOW THEREFORE, in consideration of the mutual covenants, agreements, representations and warranties contained herein, and for other good and valuable consideration, both the receipt and legal sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions.

“Client” shall have the meaning set forth in the first paragraph of this Agreement.

“Confidential Information” shall have the meaning set forth in Section 2.6.

“Facility Expenses” shall mean any expenses or obligations related to the facilities or locations where the Services are performed, which shall include, without limitation, the ongoing expenses, and costs in connection with HVAC maintenance or repair costs, security services, storm and sewer, garbage, housekeeping, data, telecommunications, water, electric, gas or other utilities and any other similar costs or expenses. Facility Expenses also includes any initial, one-time costs or expenses in connection with the Services, which shall include, without limitation, installation of signage, installation of cabling, wiring or other telecommunications infrastructure, or any other fixtures or similar expenses.

“Lease Expenses” shall mean any expenses or obligations related to the facilities or locations where the Services are performed, which shall include, without limitation, the ongoing expenses and costs in connection with base rent, property taxes, common area maintenance.

"SolidaritUS –Health Care Services" shall mean advanced primary care services provided by SolidaritUS employees.

"SolidaritUS Health Staff" shall include SolidaritUS' provided staff located within the care center facility such as medical doctors, nurse practitioners, physician assistants, chiropractors, physical therapists, health coaches, medical assistants, patient care coordinators/receptionists, etc.

"SolidaritUS Advanced Primary Care Services" shall include condition-specific Disease Management programming led by the SolidaritUS Health staff.

"Consulting" shall mean program design, recruiting, account management, custom reporting, etc. by SolidaritUS.

"Clinic Reporting" shall mean program reporting provided by SolidaritUS.

"Intellectual Property" shall mean all patents, patent applications, Trademarks, commercial names, copyrighted materials, and such other patentable or registrable intellectual property incorporated into or relating to the services, products, or business of a Party.

"Member" shall mean a person who is eligible to receive clinical services at the health center facility or from a SolidaritUS advanced primary care provider by virtue of being an employee or covered dependent enrolled in the Client's medical plan.

"Operational Costs" shall include, but not be limited to, expenses such as electronic medical records and associated patient portals, data analytics, worker's compensation and professional liability insurance, equipment and supplies necessary for daily operation of the Care Center, etc. as set forth in Exhibit A.

"Patient" shall mean any Member receiving or registered to receive clinical services at the care center facility or from a SolidaritUS advanced primary care provider. The base number of Patients as of January 1, 2023 shall be equal to the total number of unique Patients during the preceding 12 months of calendar year 2022. After January 1, 2023, the total number of Patients shall equal the base number of Patients as of January 1, 2023 plus the number of additional unique patients receiving or registering to receive clinical services at the care center facility or from a SolidaritUS advanced primary care provider during the course of the 2023 calendar year.

"Project Plan" shall mean the plan designed by SolidaritUS and Client, which details the project, timeline, and respective responsibilities of the Parties. The Project Plan is a working document, and the Parties acknowledge that it typically is not complete as of the Effective Date. Changes to the Project Plan after the Effective Date are only valid and binding upon the Parties when approved in writing by both Parties.

"Services" shall mean those certain services provided by SolidaritUS in the care service facility under this Agreement, as set forth on Exhibit A attached hereto.

"Service Start Date" shall mean the date on which the Services are to be in operation, as set forth on Exhibit A.

"Trade Secrets" shall have the meaning set forth in Section 2.2.

“Trademarks” shall mean those registered and unregistered trademarks, trade names, service marks, icons, and logos, all worldwide registrations and applications, commercial names, distinctive label designs electronic and printed promotional and advertising materials, and all other communications in whatever form owned, licensed to, or used by SolidaritUS in connection with the production, marketing, sale and distribution of Services, the goodwill associated therewith, all rights of enforcement thereof, and all rights to sue or recover for their infringement or misappropriation.

2. General Terms.

Section 2.1 Appointment.

During the term of this Agreement, Client appoints SolidaritUS as Client’s exclusive provider of the Services. During the term of this Agreement, Client shall not purchase, or receive any services from any third-party that are the same, similar, or competitive to the Services provided or offered by SolidaritUS, as set forth in Exhibit A, except that this section shall not apply to services provided through or in connection with the Sheboygan County Public Health Department. Nothing in this Agreement shall prohibit SolidaritUS from entering into agreements with others to provide any services.

Section 2.2 Trade Secrets.

The Parties recognize and acknowledge that, in performing Services under this Agreement, SolidaritUS will necessarily use and apply information that constitutes trade secrets under applicable law (“Trade Secrets”), and it may be necessary for Client to be exposed to such Trade Secrets to allow the Services to be performed. Client agrees not to use or disclose any SolidaritUS’ Trade Secrets or permit any person to examine and/or make copies of any documents that contain or are derived from SolidaritUS’ Trade Secrets, unless such information ceases to be deemed a Trade Secret, and to protect SolidaritUS’ Trade Secrets as if they were Client’s Trade Secrets. In so doing, Client shall comply with any reasonable request from SolidaritUS for the protection of Trade Secrets. Likewise, any Trade Secret revealed by Client to SolidaritUS shall not be disclosed in any way by SolidaritUS.

Section 2.3 No Rights to Intellectual Property.

(a) Nothing in this Agreement shall be construed (i) to give either Party any right, title, or interest in or to any of the other Party’s Intellectual Property, Confidential Information, or other property, or (ii) to provide that a Party is selling, transferring, conveying, or otherwise giving away any of its Intellectual Property to the other Party.

(b) Client acknowledges and agrees that it has no right, title, or interest in or to any system or other applications designed for and used in connection with the SolidaritUS program or the Services. SolidaritUS acknowledges and agrees that it has no right, title, or interest in or to any system or other applications owned by Client.

(c) With the exception of documents considered to be part of a patient’s medical record, and documents subject to public records laws (but only to the extent provided under such laws), all electronic and other documents including reports, and spreadsheets prepared or furnished by SolidaritUS pursuant to this Agreement will be the

property of SolidaritUS. All medical records created pursuant to this Agreement shall, between SolidaritUS, on the one hand, and the Client, on the other hand, be the property of Client. Client may be provided copies of SolidaritUS' documents for its use, information, and reference in connection with the Services; however, such documents are not intended for reuse in any manner by Client, except as Client may be required to do so by law. To the extent permitted by law; any SolidaritUS' documents will be regarded as Intellectual Property of SolidaritUS.

(d) Without SolidaritUS' prior written consent, Client shall not use, directly or indirectly, any property of SolidaritUS for any purpose, except as may be required by law. Except as set forth herein, without Client's prior written consent, SolidaritUS shall not use, directly or indirectly, any property of Client for any purpose, except as may be required by law.

(e) Neither Client nor SolidaritUS shall permit any lien to be placed against the other Party's property.

Section 2.4 Relationship of Parties.

The Parties expressly understand and agree that SolidaritUS is an independent contractor in the performance of each and every part of this Agreement and is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection therewith and for any and all claims, liabilities or damages or debts of any type whatsoever that may arise on account of SolidaritUS' activities, or those of its employees or agents, in the performance of this Agreement. Except as expressly provided herein, neither Client nor SolidaritUS shall have any authority, right or ability to bind or commit the other in any way and will not attempt to do so or imply that it may do so, except as expressly provided herein. Except as expressly provided herein, neither of the Parties shall have the right to exercise any control whatsoever over the activities or operations of the other Party. Except as expressly provided herein, each Party is independent of the other and shall not hold itself out to be the agent, employer, or partner of the other. The only relationship is between the Parties by virtue of this Agreement, and no fiduciary relationship is created hereunder.

Section 2.5 No Representations or Warranties on Behalf of SolidaritUS.

Client shall not make any representations or warranties on behalf of SolidaritUS, the health and wellness program, employer clinic, or the Services, including to third parties or to Client employees, without the express advance written consent of SolidaritUS.

2.6 General Confidentiality.

(a) In addition to any obligations under any Business Associate Agreement between the Parties, which shall remain outstanding, the Parties shall ensure that any non-public information or knowledge acquired or received by a Party (the "Receiving Party") under this Agreement, or learned in the course of providing or receiving Services hereunder and any information disclosed by a Party (the "Disclosing Party") in the course of providing or receiving the Services hereunder, whether disclosed orally or in writing, whether marked as "Confidential" or "Proprietary" or not, including any information or

materials with the name, sign, trade name or trademark of the Disclosing Party and any information where the nature of the information or data disclosed makes itself obvious to a reasonable person familiar with the industry and purpose of disclosure that it is confidential (“Confidential Information”) shall be treated as confidential by the Receiving Party and its employees and shall not, unless required by law or otherwise permitted by the Disclosing Party, be disclosed or used during or after termination of this Agreement without the Disclosing Party’s prior written consent. Confidential Information shall include, without limitation, Trade Secrets, technology, and information relating to the other Party’s operations and strategies. The obligations of this Section shall apply during the term of this Agreement and shall continue for a period of three (3) years thereafter.

(b) The provisions of this Section shall not apply to any information which: (i) becomes generally available to the public other than as a result of a disclosure by the Receiving Party; (ii) was rightfully available to the Receiving Party on a non-confidential basis prior to the disclosure thereof by the Disclosing Party; (iii) becomes rightfully available to the Receiving Party from a source other than the Disclosing Party; (iv) is required to be disclosed by court order or other legal process, including but not limited to a valid public records request; provided that, to the extent allowed by law, the Receiving Party shall immediately notify the Disclosing Party in writing of such legal requirement, whereupon the Disclosing Party at its expense, shall have the right to commence proceedings to enjoin or limit the disclosure of such information and the Receiving Party shall reasonably cooperate therewith, and under all such circumstances the Receiving Party shall only disclose that portion of the Confidential Information which its counsel opines is required to satisfy such court order or other legal process.

3. Services and Fees

Section 3.1 General Duties and Fees.

In consideration for SolidaritUS’ performance of the Services and the rights granted to Client under this Agreement, Client shall pay to SolidaritUS the fees and amounts set forth on Exhibit A. Client acknowledges and agrees that SolidaritUS may employ the services of non-employee contractors, partners and agents, including, but not limited to, physicians who are not SolidaritUS’ employees, in the course of providing Services under this Agreement.

Section 3.2 Billing.

SolidaritUS shall issue invoices to Client for any Services and Client shall pay all invoiced amounts due to SolidaritUS within 30 days of Client’s receipt of such invoice. Client acknowledges and agrees that invoices shall reflect pricing based on terms specified in Exhibit A. If Client pays SolidaritUS late, SolidaritUS will be entitled to impose an additional charge of 1.5% per month on the full amount of the invoice. The PMPM fees are invoiced Monthly and will be issued no later than the 15th of the month the services are rendered. For example, an invoice will be sent to the Client by April 15th for all PMPM fees for services rendered in April and the Client shall pay such invoice by May 15. Any additional fees incurred, as provided in Exhibit A, shall be submitted by SolidaritUS with the Monthly invoices.

Section 3.3 Taxes.

Client shall be responsible for all sales, use and excise taxes, and any other similar taxes, if any, duties and charges of any kind, if any, imposed by any federal, state, or local government entity on any amounts payable by Client hereunder, provided that, in no event shall Client be responsible for any taxes imposed on, or with respect to, SolidaritUS' income, revenue and gross receipts, personnel or real or personal property or other assets.

Section 3.4 Service Start Date.

Services will be made available by the Service Start Date(s) set forth on Exhibit A assuming this Agreement has been signed by both Parties. After the Effective Date, SolidaritUS will provide design and setup services prior to Service Start Date, subject to Client's payment of any required Implementation Fee and any other fees required for such services. SolidaritUS will not conduct Health Screens prior to this Agreement being signed by both Parties.

4. Responsibilities of Client.

Section 4.1 General Duties.

Client shall be responsible for providing in accordance with the terms and conditions of this Agreement and reasonable business practices, the following during the term of this Agreement:

- (a) Provide SolidaritUS with all required and requested data to properly populate patient database on a monthly basis.
 - (i) Eligibility File
 - (ii) Termination File
- (b) Client shall secure transmission of client's eligible medical plan participants' medical claims and prescription drug claims data files to the SolidaritUS-designated data analytics platform in a useable format and in accordance with the data fields requested by SolidaritUS.
- (c) Active employer clinic programming support and promotion including correspondence with SolidaritUS about matters that might directly or indirectly affect the success of the employer clinic programming.
- (d) Client and SolidaritUS shall work together to create programs and incentives to maximize steerage and increase utilization of Care Center.
- (e) Sufficient private onsite space at Client and support for SolidaritUS' personnel, patients and participants when conducting necessary employer clinic programming and/or wellness programming services.
- (f) Site internet access (if applicable).

(g) Any other reasonable access to Client's information, property, records, or documents reasonably necessary to allow SolidaritUS' performance of the Services under this Agreement.

Section 4.2 Office Lease Reimbursement; Clinic Facility Expenses.

(a) If, after the Effective Date, Client and SolidaritUS agree that SolidaritUS shall provide office space for the provision of any Services hereunder, then the provision of such office space and the expenses incurred in connection therewith shall be subject to, and governed by, the terms and conditions of Exhibit A to Services Agreement.

(b) Notwithstanding any provision of this Agreement to the contrary, SolidaritUS shall not be responsible for the payment of any Lease Expense or Facility Expense as both described in Section 1 in connection with this Agreement and all such Lease and Facility Expenses shall be the responsibility of Client.

Section 4.3 Member Education and Promotion of Engagement in Care

(a) Health and wellness education, dissemination of information to Members, and promotion of Member engagement in care will be conducted as described in Exhibit A, Section II.2(b) entitled "Communications Plan". In connection therewith, Client shall provide SolidaritUS reasonable access to employee communication channels so that SolidaritUS can fulfill such obligations.

(b) The "InHealth Clinic" and all signage shall be co-branded with "SolidaritUS Health Center".

Section 4.4 Report of Problems.

Client shall provide prompt notification to SolidaritUS of any problems encountered by Client, Client's participants, or other patrons of the Services, upon such problems becoming known to Client.

Section 4.5 Legal Compliance.

Client shall be responsible for identifying and satisfying any legal obligations arising as a result of any health and wellness program(s) (such as the clinic program described herein), including but not limited to obligations arising directly or indirectly as a result of such health and wellness program's design.

Section 4.6 Pediatrics.

Pediatric services for patients from birth through twenty-four months will be referred to local pediatric providers.

Section 4.7 Quarterly Meetings.

The Parties will meet quarterly to discuss progress of SolidaritUS care for Client's participating members, including but not limited to, expected standards, center metrics, reporting and goals.

5. Representations and Warranties.

Each Party hereby warrants and represents to the other Party that (a) it has all requisite power and authority to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby, and (b) its execution, delivery or performance of this Agreement will not (i) conflict with or violate any provisions of such Party's organization documents or (ii) violate any statute, injunction or decree of any court or of any public governmental or regulatory body, agency or authority applicable to such Party.

6. Insurance and Liability.

Section 6.1 Insurance.

SolidaritUS agrees to maintain, during the term of this Agreement, at its sole cost and expense, comprehensive general liability insurance in the amount of \$3,000,000 per occurrence for bodily injury and for property damage. If requested by Client, SolidaritUS hereby agrees to provide Client with a Certificate of Insurance evidencing the minimum levels of insurance set forth above. SolidaritUS agrees that it will maintain workers' compensation insurance for SolidaritUS' employees in an amount not less than the statutory requirements. SolidaritUS agrees to maintain, during the term of this Agreement, at its sole cost and expense, comprehensive professional liability (malpractice) insurance.

Section 6.2 Limited Liability.

(a) The Parties agree that SolidaritUS shall not be responsible or liable for any claim, loss, liability, obligations, error, act or omission of any kind or nature of Healics, its managers, employees, or their operations, whether accrued, contingent, absolute, determined, determinable or otherwise, which are known or unknown or which may have accrued prior to the date of the assignment of the 2022 Agreement, whether related to the 2022 calendar year or earlier periods during which Healics provided Services to Client.

(b) In the event of any discontinuation of the Services provided hereunder, neither Party nor its officers, directors, employees, providers, subcontractors, and agents shall be liable to the other Party for any indirect, special, incidental, consequential, punitive or any other damages, including but not limited to any lost revenue, profits, data or commissions of any kind, whether or

not foreseeable, which are claimed to have arisen therefrom (whether or not the Party was advised of the possibility of such loss or damage), under any theory of contract, negligence, strict liability or other legal or equitable theory.

7. Indemnification.

Section 7.1 SolidaritUS Indemnification.

SolidaritUS, on behalf of itself, its contractors and agents (“SolidaritUS’ Parties”) agrees to defend, indemnify and hold harmless Client, its directors, officers, employees, agents, subsidiaries, and affiliates, from and against claims, arising out of or with respect to (i) negligence/malpractice by any SolidaritUS’ Parties; (ii) any willful misconduct or bad faith on behalf of any SolidaritUS’ employee; (iii) SolidaritUS’ negligence or willful misconduct in the management of site safety; and (iv) SolidaritUS’ regulatory compliance as described in Section 9.3.

Section 7.2 Client Indemnification.

Client, on behalf of itself, its contractors, and agents (“Client Parties”) agrees to defend, indemnify, and hold harmless SolidaritUS, its directors, officers, employees, agents, subsidiaries, and affiliates, from and against claims, arising out of or with respect to (i) negligence/malpractice by any Client Parties; (ii) any willful misconduct or bad faith on behalf of any Client Parties; and (iii) Client Parties’ regulatory compliance. All obligations of Client under this Agreement remain subject to the governmental immunities, defenses, and other statutory limitations contained within Wisconsin law, including those set forth in Secs. 893.80, 895.52 and 345.05, Wis. Stats., which shall be applied to both contractual and tort liability of Client with respect to this Agreement. Nothing herein constitutes a waiver or estoppel by Client or its insurer of any governmental immunities, defenses, or other limitations within Wisconsin or other law despite any provision herein to the contrary.

Section 7.3 Indemnification Procedure.

The Party seeking indemnification hereunder shall promptly notify the indemnifying Party in writing of any claim giving rise to an indemnification claim and cooperate with the indemnifying Party at the indemnifying Party’s sole cost and expense. The indemnifying Party may, in its discretion, take control of the defense and investigation of such claim and shall employ counsel of its choice to handle and defend the same, at the indemnifying Party’s sole cost and expense. The indemnified Party may participate in and observe the proceedings at its own cost and expense.

Section 7.4 Survival of Indemnification.

The provisions of this Section 7 shall survive termination or expiration of this Agreement.

8. Term.

Section 8.1 Term.

Unless terminated earlier as provided in this Section 8, this Agreement shall be effective as of the Effective Date and shall have an initial term that continues until twelve (12) months following the Service Start Date. The Parties agree that, in the event SolidaritUS and Client intend to enter into a renewal of this Agreement or a successor agreement for SolidaritUS' provision of broad-scope, advanced primary care services to Client's eligible employees, the successor agreement shall have a duration of at least three (3) years and the Parties shall commence meeting to discuss terms of the renewal or successor agreement by no later than the first day of the 10th month of this Agreement.

Section 8.2 Termination for Cause.

This Agreement may be terminated by either Party in the event of (a) any material default in, or material breach of, any of the terms and conditions of this Agreement by the other Party, which default continues in effect after the defaulting Party has been provided with written notice of default and thirty (30) days to cure such default; (b) the commencement of a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to either Party of its debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect, that authorizes the reorganization or liquidation of such Party or its debt or the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property; (c) either Party's consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it; or (d) either Party's making a general assignment for the benefit of creditors; or either Party's becoming insolvent; or either party taking any corporate action to authorize any of the foregoing.

Section 8.3 Termination for Convenience.

Notwithstanding the foregoing, SolidaritUS may terminate this Agreement for convenience upon thirty (30) days' prior written notice to Client.

Section 8.4 Effect of Termination.

If this Agreement is terminated by either Party under Section 8.2, while SolidaritUS is performing any Services for Client hereunder, Client shall immediately pay SolidaritUS the total fees due and payable under this Agreement for any Services already completed by SolidaritUS hereunder and for any non-cancellable third-party products or services purchased by SolidaritUS solely on Client's behalf.

Section 8.5 Survival.

All obligations of the Parties which expressly or by their nature survive the expiration or termination of this Agreement, including the Parties' confidentiality and indemnity obligations if any, shall continue in full force and effect subsequent to and notwithstanding its expiration or termination and until they are satisfied in full or by their nature expire.

9. Miscellaneous.

Section 9.1 Notices.

Any notice required or permitted under this Agreement shall be given in writing and shall be deemed effectively given upon personal delivery to the Party to be notified or upon deposit in the mail of the jurisdiction where the Party is located, by registered or certified mail or express mail with delivery signature required, postage prepaid and addressed to the Party to be notified at the address indicated for such Party on the last page of this Agreement, or at such other address as the Party may designate by ten (10) days' advance written notice to the other Party.

Section 9.2 Consents, Approvals, and Exercise of Discretion.

Whenever this Agreement requires that any consent or approval be given by either Party, unless expressly provided otherwise, such consent or approval shall not be unreasonably withheld, delayed, or conditioned.

Section 9.3 Regulatory Compliance.

SolidaritUS accepts all responsibility for compliance with regulations and laws governing its operation of healthcare services generally, and SolidaritUS' services in particular. Notwithstanding any provision of this Agreement to the contrary, SolidaritUS shall not be responsible for nor have any liability with respect to (a) the Client's obligations or its health and wellness program's legal compliance with the Employee Retirement Income Security Act, the Internal Revenue Code, the Americans with Disabilities Act, the Genetic Information Nondiscrimination Act or any other federal, state or local law, or (b) any determination of whether or not the Services provided herein shall constitute a "high deductible health plan" for the purposes of Internal Revenue Code Section 223 and, as such, may affect the ability of a health and wellness program participant (including any participant in the clinic program described herein) to contribute to a health savings account.

Section 9.4 Non-Waiver.

The failure of either Party at any time to require performance or observance by any Party of any term or condition of this Agreement or the waiver of any succeeding breach of a term or condition, or waiver of the term or condition itself shall not affect the full right to require such performance or observance at any subsequent time.

Section 9.5 Press Releases.

If Client or SolidaritUS issues a press release announcing this Agreement, each Party has the right to review and approve said press release. The Parties further agree to participate in future releases as warranted by advances, changes, upgrades, and other newsworthy events as they occur.

Section 9.6 Assignment.

The Parties may not assign any of their rights, obligation, or performance of Services hereunder to any other person or entity without the prior written consent of the other Party, consent of which shall not be unreasonably withheld, conditioned or delayed, provided however, that either Party may transfer or assign this Agreement for the purpose of a restructuring of its operations or in the event of a change of control or the sale of all or substantially all of its assets to which this Agreement relates.

Section 9.7 Governing Law and Dispute Resolution.

This Agreement shall be construed and interpreted in accordance with the substantive laws of the State of Wisconsin without regard to principles of conflicts of laws.

Section 9.8 Cumulative Rights.

The rights and remedies provided in this Agreement are cumulative and the use of any right or remedy does not limit a Party's right to use any or all other remedies. All rights and remedies in this Agreement are in addition to any other legal rights that SolidaritUS and Client may have.

Section 9.9 Additional Assurances.

Except as may specifically be provided to the contrary, the provisions of this Agreement shall be self-operative and shall not require further agreement by the Parties; provided, however, that upon the reasonable request of either Party, the other Party shall execute such additional certificates, confirmations, and instruments and take such additional acts as are reasonable and as the requesting Party may deem necessary to effectuate this Agreement.

Section 9.10 Force Majeure.

Neither Party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service deemed to result directly or indirectly from acts of God, civil or military authority, acts of a public enemy, war, terrorism, accidents, fires, explosions, earthquakes, floods, failure of transportation, strikes or other work interruptions by either Party's employees, changes in law, regulation or government policy, or any other similar cause beyond the reasonable control of either Party, unless such delay or failure in performance is expressly addressed elsewhere in this Agreement. Any delay resulting therefrom will extend performance accordingly or excuse performance, in whole or in part, as may be reasonable.

Section 9.11 Severability.

If any covenant or other provision of this Agreement is deemed to be invalid, illegal, or incapable of being enforced, by reason of any rule, law or public policy, all other covenants and provisions of the Agreement shall nevertheless remain in full force and effect and no covenant or provision shall be deemed dependent on any other covenant or provision unless so expressed herein. To the extent this Agreement is in violation of applicable law, then the Parties consent

and agree to negotiate in good faith to amend the Agreement, to the extent possible consistent with its purposes, to conform to law.

Section 9.12 Divisions and Headings.

The divisions of this Agreement into articles, sections, and subsections and the use of captions and headings in connection therewith is solely for convenience and shall not affect in any way the meaning or interpretation of this Agreement.

Section 9.13 Entire Agreement.

With respect to the subject matter of this Agreement, this Agreement and any attached Exhibits and Schedules supersede all previous contracts, agreements and understandings and constitute the entire agreement between the Parties. Neither Party shall be entitled to benefits other than those expressly specified in this Agreement. No prior oral statements or contemporaneous negotiations or understandings or prior written material not specifically incorporated herein shall be of any force and effect, and no changes in or additions to this Agreement shall be recognized unless incorporated in this Agreement by written amendment signed by both Parties, such amendment(s) to become effective on the date stipulated in such amendment(s). The Parties specifically acknowledge that, in entering into and executing this Agreement, the Parties rely solely upon the representations and agreements contained in this Agreement and no others.

Section 9.14 Basis of Bargain.

Each Party recognizes and agrees that the warranty disclaimer and remedy limitations in this Agreement are material, bargained for basis of this Agreement and that they have been considered and reflected in determining the consideration to be given by each Party under this Agreement and in the decision by each Party to enter into this Agreement.

Section 9.15 Remedies.

Termination of this Agreement and/or suspension of Services shall not be an exclusive remedy for breach of this Agreement and, whether or not termination is affected; all other remedies provided herein will remain available.

Section 9.16 Business Practices.

Each Party covenants that it shall use and employ sound, reasonable business practices and exercise reasonably prudent business judgment in the conduct of its business activities under this Agreement.

Section 9.17 Expenses.

Except as otherwise specifically provided in this Agreement, each Party shall bear its own expenses in connection with this Agreement and in connection with all obligations required to be performed by each of them hereunder.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement effective as of the Effective Date:

CLIENT:

By: Ryan Sorenson
(Print Name)

Mayor
(Title)

Ryan Sorenson
(Signature)

1/5/23
(Date Signed)

Address for Giving Notices:

City of Sheboygan
828 Center Avenue
Sheboygan, WI 53081
Attn: HR Department

SOLIDARITUS HEALTH, INC.:

By: Michael Kapsa
(Print Name)

CFO
(Title)

Michael J. Kapsa
(Signature)

12/29/2022
(Date Signed)

Address for Giving Notices:

SolidaritUS Health Inc.
Suite 907
1025 Connecticut Avenue NW
Washington, DC 20036
Attn: Dr. Michael Kapsa

EXHIBIT A

DESCRIPTION OF FEES AND SERVICES

I. SERVICE START DATE: January 1, 2023

II. FEES & BILLING:

1. Client shall compensate SolidaritUS for provision of the services described in Section III of this Exhibit A in accordance with the provisions in this Section II.

- (a) Base PMPM fee and minimum number of eligible Members - Client shall compensate SolidaritUS Health a base Per Member Per Month (PMPM) fee of in \$14.60 assessed on a minimum number of 780 eligible employees and covered dependents each month during the term of this Agreement.
- (b) Increase of 500 or more unique Patients - If during the course of 2023, the total of number of unique Patients receiving or registering for care at the health facility increases by 500 or more overall (including employees and covered dependents of Sheboygan County, the Sheboygan Area School District, and the City of Sheboygan medical plans), then SolidaritUS shall add an additional .50 FTE advanced provider.
- (c) Beginning the month the threshold of 500 additional unique Patients, overall, is reached, Sheboygan County, the Sheboygan Area School District, and the City of Sheboygan shall collectively pay SolidaritUS additional PMPM fees for the equivalent of 500 or more new Members for the duration of this Agreement. In this event, Client's share of the additional PMPM fees paid to SolidaritUS shall equal the number of additional unique Patients who are eligible employees or covered dependents of Client's medical plan.
 - i. If the additional .50 FTE advanced provider is a Nurse Practitioner (NP) or a Physicians' Assistant (PA), the PMPM fee shall remain at \$14.60.
 - ii. If the additional .50 FTE advanced provider is a physician, (that is, an MD or DO), which shall require the unanimous approval of Sheboygan County, the Sheboygan Area School District, and the City of Sheboygan, the current PMPM for each entity shall increase by an average of \$2.50.

2. ADDITIONAL FEES:

- (a) Medical/Pharmacy Data Transmission – Client shall pay assessed costs, if any, for transmission of Client’s eligible medical plan participants’ medical claims and prescription drug claims data to SolidaritUS’ analytics platform, and any cost for translation of such data to a useable format, if necessary.
- (b) Communications Plan – SolidaritUS and client shall agree on a Health Care Communications Plan for the purpose of health and wellness education, dissemination of information to Members, and promotion of Member engagement in care. SolidaritUS shall design such materials for the Health Care Communications plan at no cost to the client. Client shall pay the cost, without markup, for printing and any postage charges for mailing such materials to Client or Members’ homes.
- (c) Client shall pay all facilities expenses and service fees consistent with past practice.
- (d)

III. SERVICES: SolidaritUS shall be responsible for providing, in accordance with the terms and conditions of this Agreement, the marked (☒) services for the associated fee during the term of this Agreement.

1. SolidaritUS Health Programming:

- (a) SolidaritUS Health Staffing shall include the following:
 - ☐ Medical Doctor(s)
 - ☒ Nurse Practitioner(s) – starting 2.5 FTE equivalent
 - ☒ Chiropractor(s) – 1
 - ☒ Medical Assistant(s) – 2
 - ☒ Patient Care Coordinator(s) – 1
 - ☐ Collaborating Physician
- i. SolidaritUS may work with the Client to staff the clinic with another comparable provider and/or staff member during scheduled absences such as vacation, continuing education, and sick days.
- ii. Staffing of the clinic may be adjusted to fit the needs of Client’s population; the actual days and times may vary to meet this requirement.
- iii. Advanced health care services provided by the SolidaritUS Health advanced primary care providers shall include:
 - Preventive Care
 - Urgent Care
 - Episodic Sick Care

- Chronic Disease Prevention and Management
- Medication Management
- Maintenance of Wellness
- Range of Treatments and Procedures
- Healthy Lifestyle & Risk Reduction Coaching
- Coordination of Appropriate Hospital and Specialist Care
- Immunizations
- Lab Tests

Note: Members may access appropriate lab tests from the extensive SolidaritUS panel when they have completed an establishing appointment with a selected SolidaritUS personal, advanced primary care provider, and said advanced primary care provider orders the lab test.

(b) Operational Costs that shall be borne by SolidaritUS:

- ☒ Laboratory services
- ☐ Onsite dispensed medications
- ☒ Medical and administrative supplies
- ☒ Healthcare analytics services
- ☒ Vaccinations listed below:
 - DtaP
 - Flu
 - Hepatitis A (2 shot series)
 - Hepatitis B (3 shot series)
 - HPV (human papilloma virus)
 - HIB
 - Meningococcal
 - MMR (measles, mumps, rubella)
 - Pneumovax (Prevnar)
 - Polio
 - RV
 - TD (tetanus, diphtheria, booster)
 - TdaP (tetanus, diphtheria, pertussis)
 - Varicella (chicken pox)
 - Shingrex (shingles)

Exception to SolidaritUS responsibility for all vaccine expenses:

In the future, should a price be required for purchase of COVID vaccines, SolidaritUS staff will administer the COVID vaccines, provided the Client agrees to reimburse SolidaritUS for acquisition cost, without markup, for such COVID vaccines.

- ☒ eClinicalWorks or comparable electronic medical records services
- ☒ Telehealth

(c) Consulting shall include the following at no additional cost to Client:

- ☒ Recruitment of SolidaritUS Health staff (see Section III, 1a)
- ☒ Ongoing management of SolidaritUS Health program and staff will include:
 - Coaching of nurse practitioners and support teams by the SolidaritUS Chief Medical Officer
 - Specialist eConsultation for advanced providers
 - Administrative support from Regional Manager of SolidaritUS Health Centers
 - Virtual meetings via phone or webinar may take place monthly, or as needed

(d) Clinic Reporting shall include the following standard reports:

- ☒ Quarterly Clinic Performance Report
- ☒ Annual Financial Impact Report
- ☒ Annual SolidaritUS Health Disease Management Performance Report

CONSENT TO ASSIGNMENT

This Consent to Assignment is executed as of this ____ day of December, 2022 (the "Effective Date"), by and between City of Sheboygan, a Wisconsin municipal corporation ("Client"), Healics Clinics, Inc., a Wisconsin corporation ("Assignor"), and SolidaritUS Health, Inc., a Delaware corporation ("Assignee").

WHEREAS, Client and Assignor entered into that certain SERVICES AGREEMENT dated as of January 1, 2022 (the "Services Agreement");

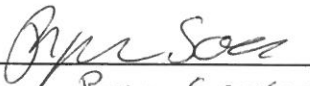
WHEREAS, Assignor is selling its existing clinic business, clinic related assets and operations in the State of Wisconsin to Assignee (the "Asset Purchase");

WHEREAS, as part of such Asset Purchase, Assignor desires to assign and Assignee desires to assume prospectively all rights, duties and obligations of the Services Agreement effective as of the Closing Date of the Asset Purchase, currently projected to be as of December 30, 2022 (the "APA Closing");

NOW THEREFORE, for valuable consideration the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. Client hereby certifies and confirms to the best of its knowledge:
 - a. the Services Agreement is in full force and effect, has not been modified, amended or otherwise altered, except as provided for under Paragraph 3 hereof, and to the best knowledge of Client has not been previously transferred, assigned or encumbered;
 - b. there is no uncured default, or event of default by Assignor that exists or is threatened under the Services Agreement; and
 - c. there is no known or threatened claim, complaint, charge, demand, obligation or cause of action by any third party or the Client arising from or related to the Services Agreement or the services rendered by Assignor thereunder up until and including the Effective Date of this Agreement.
2. Assignor hereby assigns to Assignee and Assignee hereby accepts such assignment and assumes and agrees to be bound by all the rights, duties, obligations and liabilities that accrue under the Services Agreement on and after the APA Closing, such assignment being effective only as of the APA Closing unless the Client and Assignee agree otherwise pursuant to Paragraph 3 hereof.
3. Client hereby consents to the assignment of the Services Agreement by the Assignor to the Assignee, provided, however, such consent is conditioned upon the Client and Assignee concluding their good faith negotiations of mutually acceptable modifications to the terms and conditions of the Services Agreement for the 2023 calendar year period contemporaneously with the APA Closing, unless the APA Closing is permitted to proceed and the period for such agreement is extended by mutual agreement of the Client and Assignee.

In witness whereof, the Parties have caused this Consent to Assignment to be executed as of the date written above.

City of Sheboygan	Healics Clinics, Inc.	SolidaritUS Health, Inc
By: 	By: _____	By: _____
Name: <u>Ryan Sorenson</u>	Name: Lana Sanders, M.D.	Name: _____
Title: <u>Mayor</u>	Title: President	Title: _____

CONSENT TO ASSIGNMENT

This Consent to Assignment is executed as of this ____ day of December, 2022 (the “Effective Date”), by and between City of Sheboygan, a Wisconsin municipal corporation (“Client”), Healics Clinics, Inc., a Wisconsin corporation (“Assignor”), and SolidaritUS Health, Inc., a Delaware corporation (“Assignee”).

WHEREAS, Client and Assignor entered into that certain SERVICES AGREEMENT dated as of January 1, 2022 (the “Services Agreement”);

WHEREAS, Assignor is selling its existing clinic business, clinic related assets and operations in the State of Wisconsin to Assignee (the “Asset Purchase”);

WHEREAS, as part of such Asset Purchase, Assignor desires to assign and Assignee desires to assume prospectively all rights, duties and obligations of the Services Agreement effective as of the Closing Date of the Asset Purchase, currently projected to be as of December 30, 2022 (the “APA Closing”);

NOW THEREFORE, for valuable consideration the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. Client hereby certifies and confirms to the best of its knowledge:
 - a. the Services Agreement is in full force and effect, has not been modified, amended or otherwise altered, except as provided for under Paragraph 3 hereof, and to the best knowledge of Client has not been previously transferred, assigned or encumbered;
 - b. there is no uncured default, or event of default by Assignor that exists or is threatened under the Services Agreement; and
 - c. there is no known or threatened claim, complaint, charge, demand, obligation or cause of action by any third party or the Client arising from or related to the Services Agreement or the services rendered by Assignor thereunder up until and including the Effective Date of this Agreement.
2. Assignor hereby assigns to Assignee and Assignee hereby accepts such assignment and assumes and agrees to be bound by all the rights, duties, obligations and liabilities that accrue under the Services Agreement on and after the APA Closing, such assignment being effective only as of the APA Closing unless the Client and Assignee agree otherwise pursuant to Paragraph 3 hereof.
3. Client hereby consents to the assignment of the Services Agreement by the Assignor to the Assignee, provided, however, such consent is conditioned upon the Client and Assignee concluding their good faith negotiations of mutually acceptable modifications to the terms and conditions of the Services Agreement for the 2023 calendar year period contemporaneously with the APA Closing, unless the APA Closing is permitted to proceed and the period for such agreement is extended by mutual agreement of the Client and Assignee.

In witness whereof, the Parties have caused this Consent to Assignment to be executed as of the date written above.

City of Sheboygan	Healics Clinics, Inc.	SolidaritUS Health, Inc
By: _____	By: _____	By: _____
Name: _____	Name: Lana Sanders, M.D.	Name: _____
Title: _____	Title: President	Title: _____

AMENDED AND RESTATED SERVICES AGREEMENT

THIS AMENDED AND RESTATED SERVICES AGREEMENT (this “Agreement”) is made as of January 1, 2023 (the “Effective Date”) by and between **SolidaritUS Health Inc.**, a Delaware corporation (“SolidaritUS”), and **City of Sheboygan** a Wisconsin municipal corporation (“Client”). In this Agreement, SolidaritUS and Client each may be referred to as a “Party” or together as the “Parties”.

WHEREAS SolidaritUS acquired the business of Healics Holdings, Inc. (“Healics”) on or about December 30, 2022, which business included that certain Services Agreement by and between Healics and Client, dated as of January 1, 2022 (the “2022 Agreement”), and the Parties hereto now wish to amend and restate the 2022 Agreement as provided herein;

WHEREAS SolidaritUS manages delivery of broad scope, high-value advanced primary health care, including operation of conveniently accessible advanced primary care health centers, proactive provision and coordination of individualized, high-quality health care by qualified and accountable, personal primary care providers, and provision of exceptional patient access and broad-scope advanced primary care services, which include SolidaritUS provision of certain Services (defined below); and

WHEREAS Client desires to retain SolidaritUS to provide certain Services to Client, upon the terms and conditions hereinafter set forth, and SolidaritUS is willing to perform such Services.

NOW THEREFORE, in consideration of the mutual covenants, agreements, representations and warranties contained herein, and for other good and valuable consideration, both the receipt and legal sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions.

“Client” shall have the meaning set forth in the first paragraph of this Agreement.

“Confidential Information” shall have the meaning set forth in Section 2.6.

“Facility Expenses” shall mean any expenses or obligations related to the facilities or locations where the Services are performed, which shall include, without limitation, the ongoing expenses, and costs in connection with HVAC maintenance or repair costs, security services, storm and sewer, garbage, housekeeping, data, telecommunications, water, electric, gas or other utilities and any other similar costs or expenses. Facility Expenses also includes any initial, one-time costs or expenses in connection with the Services, which shall include, without limitation, installation of signage, installation of cabling, wiring or other telecommunications infrastructure, or any other fixtures or similar expenses.

“Lease Expenses” shall mean any expenses or obligations related to the facilities or locations where the Services are performed, which shall include, without limitation, the ongoing expenses and costs in connection with base rent, property taxes, common area maintenance.

"SolidaritUS –Health Care Services" shall mean advanced primary care services provided by SolidaritUS employees.

"SolidaritUS Health Staff" shall include SolidaritUS' provided staff located within the care center facility such as medical doctors, nurse practitioners, physician assistants, chiropractors, physical therapists, health coaches, medical assistants, patient care coordinators/receptionists, etc.

"SolidaritUS Advanced Primary Care Services" shall include condition-specific Disease Management programming led by the SolidaritUS Health staff.

"Consulting" shall mean program design, recruiting, account management, custom reporting, etc. by SolidaritUS.

"Clinic Reporting" shall mean program reporting provided by SolidaritUS.

"Intellectual Property" shall mean all patents, patent applications, Trademarks, commercial names, copyrighted materials, and such other patentable or registrable intellectual property incorporated into or relating to the services, products, or business of a Party.

"Member" shall mean a person who is eligible to receive clinical services at the health center facility or from a SolidaritUS advanced primary care provider by virtue of being an employee or covered dependent enrolled in the Client's medical plan.

"Operational Costs" shall include, but not be limited to, expenses such as electronic medical records and associated patient portals, data analytics, worker's compensation and professional liability insurance, equipment and supplies necessary for daily operation of the Care Center, etc. as set forth in Exhibit A.

"Patient" shall mean any Member receiving or registered to receive clinical services at the care center facility or from a SolidaritUS advanced primary care provider. The base number of Patients as of January 1, 2023 shall be equal to the total number of unique Patients during the preceding 12 months of calendar year 2022. After January 1, 2023, the total number of Patients shall equal the base number of Patients as of January 1, 2023 plus the number of additional unique patients receiving or registering to receive clinical services at the care center facility or from a SolidaritUS advanced primary care provider during the course of the 2023 calendar year.

"Project Plan" shall mean the plan designed by SolidaritUS and Client, which details the project, timeline, and respective responsibilities of the Parties. The Project Plan is a working document, and the Parties acknowledge that it typically is not complete as of the Effective Date. Changes to the Project Plan after the Effective Date are only valid and binding upon the Parties when approved in writing by both Parties.

"Services" shall mean those certain services provided by SolidaritUS in the care service facility under this Agreement, as set forth on Exhibit A attached hereto.

"Service Start Date" shall mean the date on which the Services are to be in operation, as set forth on Exhibit A.

"Trade Secrets" shall have the meaning set forth in Section 2.2.

“Trademarks” shall mean those registered and unregistered trademarks, trade names, service marks, icons, and logos, all worldwide registrations and applications, commercial names, distinctive label designs electronic and printed promotional and advertising materials, and all other communications in whatever form owned, licensed to, or used by SolidaritUS in connection with the production, marketing, sale and distribution of Services, the goodwill associated therewith, all rights of enforcement thereof, and all rights to sue or recover for their infringement or misappropriation.

2. General Terms.

Section 2.1 Appointment.

During the term of this Agreement, Client appoints SolidaritUS as Client’s exclusive provider of the Services. During the term of this Agreement, Client shall not purchase, or receive any services from any third-party that are the same, similar, or competitive to the Services provided or offered by SolidaritUS, as set forth in Exhibit A, except that this section shall not apply to services provided through or in connection with the Sheboygan County Public Health Department. Nothing in this Agreement shall prohibit SolidaritUS from entering into agreements with others to provide any services.

Section 2.2 Trade Secrets.

The Parties recognize and acknowledge that, in performing Services under this Agreement, SolidaritUS will necessarily use and apply information that constitutes trade secrets under applicable law (“Trade Secrets”), and it may be necessary for Client to be exposed to such Trade Secrets to allow the Services to be performed. Client agrees not to use or disclose any SolidaritUS’ Trade Secrets or permit any person to examine and/or make copies of any documents that contain or are derived from SolidaritUS’ Trade Secrets, unless such information ceases to be deemed a Trade Secret, and to protect SolidaritUS’ Trade Secrets as if they were Client’s Trade Secrets. In so doing, Client shall comply with any reasonable request from SolidaritUS for the protection of Trade Secrets. Likewise, any Trade Secret revealed by Client to SolidaritUS shall not be disclosed in any way by SolidaritUS.

Section 2.3 No Rights to Intellectual Property.

(a) Nothing in this Agreement shall be construed (i) to give either Party any right, title, or interest in or to any of the other Party’s Intellectual Property, Confidential Information, or other property, or (ii) to provide that a Party is selling, transferring, conveying, or otherwise giving away any of its Intellectual Property to the other Party.

(b) Client acknowledges and agrees that it has no right, title, or interest in or to any system or other applications designed for and used in connection with the SolidaritUS program or the Services. SolidaritUS acknowledges and agrees that it has no right, title, or interest in or to any system or other applications owned by Client.

(c) With the exception of documents considered to be part of a patient’s medical record, and documents subject to public records laws (but only to the extent provided under such laws), all electronic and other documents including reports, and spreadsheets prepared or furnished by SolidaritUS pursuant to this Agreement will be the

property of SolidaritUS. All medical records created pursuant to this Agreement shall, between SolidaritUS, on the one hand, and the Client, on the other hand, be the property of Client. Client may be provided copies of SolidaritUS' documents for its use, information, and reference in connection with the Services; however, such documents are not intended for reuse in any manner by Client, except as Client may be required to do so by law. To the extent permitted by law; any SolidaritUS' documents will be regarded as Intellectual Property of SolidaritUS.

(d) Without SolidaritUS' prior written consent, Client shall not use, directly or indirectly, any property of SolidaritUS for any purpose, except as may be required by law. Except as set forth herein, without Client's prior written consent, SolidaritUS shall not use, directly or indirectly, any property of Client for any purpose, except as may be required by law.

(e) Neither Client nor SolidaritUS shall permit any lien to be placed against the other Party's property.

Section 2.4 Relationship of Parties.

The Parties expressly understand and agree that SolidaritUS is an independent contractor in the performance of each and every part of this Agreement and is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection therewith and for any and all claims, liabilities or damages or debts of any type whatsoever that may arise on account of SolidaritUS' activities, or those of its employees or agents, in the performance of this Agreement. Except as expressly provided herein, neither Client nor SolidaritUS shall have any authority, right or ability to bind or commit the other in any way and will not attempt to do so or imply that it may do so, except as expressly provided herein. Except as expressly provided herein, neither of the Parties shall have the right to exercise any control whatsoever over the activities or operations of the other Party. Except as expressly provided herein, each Party is independent of the other and shall not hold itself out to be the agent, employer, or partner of the other. The only relationship is between the Parties by virtue of this Agreement, and no fiduciary relationship is created hereunder.

Section 2.5 No Representations or Warranties on Behalf of SolidaritUS.

Client shall not make any representations or warranties on behalf of SolidaritUS, the health and wellness program, employer clinic, or the Services, including to third parties or to Client employees, without the express advance written consent of SolidaritUS.

2.6 General Confidentiality.

(a) In addition to any obligations under any Business Associate Agreement between the Parties, which shall remain outstanding, the Parties shall ensure that any non-public information or knowledge acquired or received by a Party (the "Receiving Party") under this Agreement, or learned in the course of providing or receiving Services hereunder and any information disclosed by a Party (the "Disclosing Party") in the course of providing or receiving the Services hereunder, whether disclosed orally or in writing, whether marked as "Confidential" or "Proprietary" or not, including any information or

materials with the name, sign, trade name or trademark of the Disclosing Party and any information where the nature of the information or data disclosed makes itself obvious to a reasonable person familiar with the industry and purpose of disclosure that it is confidential (“Confidential Information”) shall be treated as confidential by the Receiving Party and its employees and shall not, unless required by law or otherwise permitted by the Disclosing Party, be disclosed or used during or after termination of this Agreement without the Disclosing Party’s prior written consent. Confidential Information shall include, without limitation, Trade Secrets, technology, and information relating to the other Party’s operations and strategies. The obligations of this Section shall apply during the term of this Agreement and shall continue for a period of three (3) years thereafter.

(b) The provisions of this Section shall not apply to any information which: (i) becomes generally available to the public other than as a result of a disclosure by the Receiving Party; (ii) was rightfully available to the Receiving Party on a non-confidential basis prior to the disclosure thereof by the Disclosing Party; (iii) becomes rightfully available to the Receiving Party from a source other than the Disclosing Party; (iv) is required to be disclosed by court order or other legal process, including but not limited to a valid public records request; provided that, to the extent allowed by law, the Receiving Party shall immediately notify the Disclosing Party in writing of such legal requirement, whereupon the Disclosing Party at its expense, shall have the right to commence proceedings to enjoin or limit the disclosure of such information and the Receiving Party shall reasonably cooperate therewith, and under all such circumstances the Receiving Party shall only disclose that portion of the Confidential Information which its counsel opines is required to satisfy such court order or other legal process.

3. Services and Fees

Section 3.1 General Duties and Fees.

In consideration for SolidaritUS’ performance of the Services and the rights granted to Client under this Agreement, Client shall pay to SolidaritUS the fees and amounts set forth on Exhibit A. Client acknowledges and agrees that SolidaritUS may employ the services of non-employee contractors, partners and agents, including, but not limited to, physicians who are not SolidaritUS’ employees, in the course of providing Services under this Agreement.

Section 3.2 Billing.

SolidaritUS shall issue invoices to Client for any Services and Client shall pay all invoiced amounts due to SolidaritUS within 30 days of Client’s receipt of such invoice. Client acknowledges and agrees that invoices shall reflect pricing based on terms specified in Exhibit A. If Client pays SolidaritUS late, SolidaritUS will be entitled to impose an additional charge of 1.5% per month on the full amount of the invoice. The PMPM fees are invoiced Monthly and will be issued no later than the 15th of the month the services are rendered. For example, an invoice will be sent to the Client by April 15th for all PMPM fees for services rendered in April and the Client shall pay such invoice by May 15. Any additional fees incurred, as provided in Exhibit A, shall be submitted by SolidaritUS with the Monthly invoices.

Section 3.3 Taxes.

Client shall be responsible for all sales, use and excise taxes, and any other similar taxes, if any, duties and charges of any kind, if any, imposed by any federal, state, or local government entity on any amounts payable by Client hereunder, provided that, in no event shall Client be responsible for any taxes imposed on, or with respect to, SolidaritUS' income, revenue and gross receipts, personnel or real or personal property or other assets.

Section 3.4 Service Start Date.

Services will be made available by the Service Start Date(s) set forth on Exhibit A assuming this Agreement has been signed by both Parties. After the Effective Date, SolidaritUS will provide design and setup services prior to Service Start Date, subject to Client's payment of any required Implementation Fee and any other fees required for such services. SolidaritUS will not conduct Health Screens prior to this Agreement being signed by both Parties.

4. Responsibilities of Client.

Section 4.1 General Duties.

Client shall be responsible for providing in accordance with the terms and conditions of this Agreement and reasonable business practices, the following during the term of this Agreement:

- (a) Provide SolidaritUS with all required and requested data to properly populate patient database on a monthly basis.
 - (i) Eligibility File
 - (ii) Termination File
- (b) Client shall secure transmission of client's eligible medical plan participants' medical claims and prescription drug claims data files to the SolidaritUS-designated data analytics platform in a useable format and in accordance with the data fields requested by SolidaritUS.
- (c) Active employer clinic programming support and promotion including correspondence with SolidaritUS about matters that might directly or indirectly affect the success of the employer clinic programming.
- (d) Client and SolidaritUS shall work together to create programs and incentives to maximize steerage and increase utilization of Care Center.
- (e) Sufficient private onsite space at Client and support for SolidaritUS' personnel, patients and participants when conducting necessary employer clinic programming and/or wellness programming services.
- (f) Site internet access (if applicable).

(g) Any other reasonable access to Client's information, property, records, or documents reasonably necessary to allow SolidaritUS' performance of the Services under this Agreement.

Section 4.2 Office Lease Reimbursement; Clinic Facility Expenses.

(a) If, after the Effective Date, Client and SolidaritUS agree that SolidaritUS shall provide office space for the provision of any Services hereunder, then the provision of such office space and the expenses incurred in connection therewith shall be subject to, and governed by, the terms and conditions of Exhibit A to Services Agreement.

(b) Notwithstanding any provision of this Agreement to the contrary, SolidaritUS shall not be responsible for the payment of any Lease Expense or Facility Expense as both described in Section 1 in connection with this Agreement and all such Lease and Facility Expenses shall be the responsibility of Client.

Section 4.3 Member Education and Promotion of Engagement in Care

(a) Health and wellness education, dissemination of information to Members, and promotion of Member engagement in care will be conducted as described in Exhibit A, Section II.2(b) entitled "Communications Plan". In connection therewith, Client shall provide SolidaritUS reasonable access to employee communication channels so that SolidaritUS can fulfill such obligations.

(b) The "InHealth Clinic" and all signage shall be co-branded with "SolidaritUS Health Center".

Section 4.4 Report of Problems.

Client shall provide prompt notification to SolidaritUS of any problems encountered by Client, Client's participants, or other patrons of the Services, upon such problems becoming known to Client.

Section 4.5 Legal Compliance.

Client shall be responsible for identifying and satisfying any legal obligations arising as a result of any health and wellness program(s) (such as the clinic program described herein), including but not limited to obligations arising directly or indirectly as a result of such health and wellness program's design.

Section 4.6 Pediatrics.

Pediatric services for patients from birth through twenty-four months will be referred to local pediatric providers.

Section 4.7 Quarterly Meetings.

The Parties will meet quarterly to discuss progress of SolidaritUS care for Client's participating members, including but not limited to, expected standards, center metrics, reporting and goals.

5. Representations and Warranties.

Each Party hereby warrants and represents to the other Party that (a) it has all requisite power and authority to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby, and (b) its execution, delivery or performance of this Agreement will not (i) conflict with or violate any provisions of such Party's organization documents or (ii) violate any statute, injunction or decree of any court or of any public governmental or regulatory body, agency or authority applicable to such Party.

6. Insurance and Liability.

Section 6.1 Insurance.

SolidaritUS agrees to maintain, during the term of this Agreement, at its sole cost and expense, comprehensive general liability insurance in the amount of \$3,000,000 per occurrence for bodily injury and for property damage. If requested by Client, SolidaritUS hereby agrees to provide Client with a Certificate of Insurance evidencing the minimum levels of insurance set forth above. SolidaritUS agrees that it will maintain workers' compensation insurance for SolidaritUS' employees in an amount not less than the statutory requirements. SolidaritUS agrees to maintain, during the term of this Agreement, at its sole cost and expense, comprehensive professional liability (malpractice) insurance.

Section 6.2 Limited Liability.

(a) The Parties agree that SolidaritUS shall not be responsible or liable for any claim, loss, liability, obligations, error, act or omission of any kind or nature of Healics, its managers, employees, or their operations, whether accrued, contingent, absolute, determined, determinable or otherwise, which are known or unknown or which may have accrued prior to the date of the assignment of the 2022 Agreement, whether related to the 2022 calendar year or earlier periods during which Healics provided Services to Client.

(b) In the event of any discontinuation of the Services provided hereunder, neither Party nor its officers, directors, employees, providers, subcontractors, and agents shall be liable to the other Party for any indirect, special, incidental, consequential, punitive or any other damages, including but not limited to any lost revenue, profits, data or commissions of any kind, whether or

not foreseeable, which are claimed to have arisen therefrom (whether or not the Party was advised of the possibility of such loss or damage), under any theory of contract, negligence, strict liability or other legal or equitable theory.

7. Indemnification.

Section 7.1 SolidaritUS Indemnification.

SolidaritUS, on behalf of itself, its contractors and agents (“SolidaritUS’ Parties”) agrees to defend, indemnify and hold harmless Client, its directors, officers, employees, agents, subsidiaries, and affiliates, from and against claims, arising out of or with respect to (i) negligence/malpractice by any SolidaritUS’ Parties; (ii) any willful misconduct or bad faith on behalf of any SolidaritUS’ employee; (iii) SolidaritUS’ negligence or willful misconduct in the management of site safety; and (iv) SolidaritUS’ regulatory compliance as described in Section 9.3.

Section 7.2 Client Indemnification.

Client, on behalf of itself, its contractors, and agents (“Client Parties”) agrees to defend, indemnify, and hold harmless SolidaritUS, its directors, officers, employees, agents, subsidiaries, and affiliates, from and against claims, arising out of or with respect to (i) negligence/malpractice by any Client Parties; (ii) any willful misconduct or bad faith on behalf of any Client Parties; and (iii) Client Parties’ regulatory compliance. All obligations of Client under this Agreement remain subject to the governmental immunities, defenses, and other statutory limitations contained within Wisconsin law, including those set forth in Secs. 893.80, 895.52 and 345.05, Wis. Stats., which shall be applied to both contractual and tort liability of Client with respect to this Agreement. Nothing herein constitutes a waiver or estoppel by Client or its insurer of any governmental immunities, defenses, or other limitations within Wisconsin or other law despite any provision herein to the contrary.

Section 7.3 Indemnification Procedure.

The Party seeking indemnification hereunder shall promptly notify the indemnifying Party in writing of any claim giving rise to an indemnification claim and cooperate with the indemnifying Party at the indemnifying Party’s sole cost and expense. The indemnifying Party may, in its discretion, take control of the defense and investigation of such claim and shall employ counsel of its choice to handle and defend the same, at the indemnifying Party’s sole cost and expense. The indemnified Party may participate in and observe the proceedings at its own cost and expense.

Section 7.4 Survival of Indemnification.

The provisions of this Section 7 shall survive termination or expiration of this Agreement.

8. Term.

Section 8.1 Term.

Unless terminated earlier as provided in this Section 8, this Agreement shall be effective as of the Effective Date and shall have an initial term that continues until twelve (12) months following the Service Start Date. The Parties agree that, in the event SolidaritUS and Client intend to enter into a renewal of this Agreement or a successor agreement for SolidaritUS' provision of broad-scope, advanced primary care services to Client's eligible employees, the successor agreement shall have a duration of at least three (3) years and the Parties shall commence meeting to discuss terms of the renewal or successor agreement by no later than the first day of the 10th month of this Agreement.

Section 8.2 Termination for Cause.

This Agreement may be terminated by either Party in the event of (a) any material default in, or material breach of, any of the terms and conditions of this Agreement by the other Party, which default continues in effect after the defaulting Party has been provided with written notice of default and thirty (30) days to cure such default; (b) the commencement of a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to either Party of its debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect, that authorizes the reorganization or liquidation of such Party or its debt or the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property; (c) either Party's consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it; or (d) either Party's making a general assignment for the benefit of creditors; or either Party's becoming insolvent; or either party taking any corporate action to authorize any of the foregoing.

Section 8.3 Termination for Convenience.

Notwithstanding the foregoing, SolidaritUS may terminate this Agreement for convenience upon thirty (30) days' prior written notice to Client.

Section 8.4 Effect of Termination.

If this Agreement is terminated by either Party under Section 8.2, while SolidaritUS is performing any Services for Client hereunder, Client shall immediately pay SolidaritUS the total fees due and payable under this Agreement for any Services already completed by SolidaritUS hereunder and for any non-cancellable third-party products or services purchased by SolidaritUS solely on Client's behalf..

Section 8.5 Survival.

All obligations of the Parties which expressly or by their nature survive the expiration or termination of this Agreement, including the Parties' confidentiality and indemnity obligations if any, shall continue in full force and effect subsequent to and notwithstanding its expiration or termination and until they are satisfied in full or by their nature expire.

9. Miscellaneous.

Section 9.1 Notices.

Any notice required or permitted under this Agreement shall be given in writing and shall be deemed effectively given upon personal delivery to the Party to be notified or upon deposit in the mail of the jurisdiction where the Party is located, by registered or certified mail or express mail with delivery signature required, postage prepaid and addressed to the Party to be notified at the address indicated for such Party on the last page of this Agreement, or at such other address as the Party may designate by ten (10) days' advance written notice to the other Party.

Section 9.2 Consents, Approvals, and Exercise of Discretion.

Whenever this Agreement requires that any consent or approval be given by either Party, unless expressly provided otherwise, such consent or approval shall not be unreasonably withheld, delayed, or conditioned.

Section 9.3 Regulatory Compliance.

SolidaritUS accepts all responsibility for compliance with regulations and laws governing its operation of healthcare services generally, and SolidaritUS' services in particular. Notwithstanding any provision of this Agreement to the contrary, SolidaritUS shall not be responsible for nor have any liability with respect to (a) the Client's obligations or its health and wellness program's legal compliance with the Employee Retirement Income Security Act, the Internal Revenue Code, the Americans with Disabilities Act, the Genetic Information Nondiscrimination Act or any other federal, state or local law, or (b) any determination of whether or not the Services provided herein shall constitute a "high deductible health plan" for the purposes of Internal Revenue Code Section 223 and, as such, may affect the ability of a health and wellness program participant (including any participant in the clinic program described herein) to contribute to a health savings account.

Section 9.4 Non-Waiver.

The failure of either Party at any time to require performance or observance by any Party of any term or condition of this Agreement or the waiver of any succeeding breach of a term or condition, or waiver of the term or condition itself shall not affect the full right to require such performance or observance at any subsequent time.

Section 9.5 Press Releases.

If Client or SolidaritUS issues a press release announcing this Agreement, each Party has the right to review and approve said press release. The Parties further agree to participate in future releases as warranted by advances, changes, upgrades, and other newsworthy events as they occur.

Section 9.6 Assignment.

The Parties may not assign any of their rights, obligation, or performance of Services hereunder to any other person or entity without the prior written consent of the other Party, consent of which shall not be unreasonably withheld, conditioned or delayed, provided however, that either Party may transfer or assign this Agreement for the purpose of a restructuring of its operations or in the event of a change of control or the sale of all or substantially all of its assets to which this Agreement relates.

Section 9.7 Governing Law and Dispute Resolution.

This Agreement shall be construed and interpreted in accordance with the substantive laws of the State of Wisconsin without regard to principles of conflicts of laws.

Section 9.8 Cumulative Rights.

The rights and remedies provided in this Agreement are cumulative and the use of any right or remedy does not limit a Party's right to use any or all other remedies. All rights and remedies in this Agreement are in addition to any other legal rights that SolidaritUS and Client may have.

Section 9.9 Additional Assurances.

Except as may specifically be provided to the contrary, the provisions of this Agreement shall be self-operative and shall not require further agreement by the Parties; provided, however, that upon the reasonable request of either Party, the other Party shall execute such additional certificates, confirmations, and instruments and take such additional acts as are reasonable and as the requesting Party may deem necessary to effectuate this Agreement.

Section 9.10 Force Majeure.

Neither Party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service deemed to result directly or indirectly from acts of God, civil or military authority, acts of a public enemy, war, terrorism, accidents, fires, explosions, earthquakes, floods, failure of transportation, strikes or other work interruptions by either Party's employees, changes in law, regulation or government policy, or any other similar cause beyond the reasonable control of either Party, unless such delay or failure in performance is expressly addressed elsewhere in this Agreement. Any delay resulting therefrom will extend performance accordingly or excuse performance, in whole or in part, as may be reasonable.

Section 9.11 Severability.

If any covenant or other provision of this Agreement is deemed to be invalid, illegal, or incapable of being enforced, by reason of any rule, law or public policy, all other covenants and provisions of the Agreement shall nevertheless remain in full force and effect and no covenant or provision shall be deemed dependent on any other covenant or provision unless so expressed herein. To the extent this Agreement is in violation of applicable law, then the Parties consent

and agree to negotiate in good faith to amend the Agreement, to the extent possible consistent with its purposes, to conform to law.

Section 9.12 Divisions and Headings.

The divisions of this Agreement into articles, sections, and subsections and the use of captions and headings in connection therewith is solely for convenience and shall not affect in any way the meaning or interpretation of this Agreement.

Section 9.13 Entire Agreement.

With respect to the subject matter of this Agreement, this Agreement and any attached Exhibits and Schedules supersede all previous contracts, agreements and understandings and constitute the entire agreement between the Parties. Neither Party shall be entitled to benefits other than those expressly specified in this Agreement. No prior oral statements or contemporaneous negotiations or understandings or prior written material not specifically incorporated herein shall be of any force and effect, and no changes in or additions to this Agreement shall be recognized unless incorporated in this Agreement by written amendment signed by both Parties, such amendment(s) to become effective on the date stipulated in such amendment(s). The Parties specifically acknowledge that, in entering into and executing this Agreement, the Parties rely solely upon the representations and agreements contained in this Agreement and no others.

Section 9.14 Basis of Bargain.

Each Party recognizes and agrees that the warranty disclaimer and remedy limitations in this Agreement are material, bargained for basis of this Agreement and that they have been considered and reflected in determining the consideration to be given by each Party under this Agreement and in the decision by each Party to enter into this Agreement.

Section 9.15 Remedies.

Termination of this Agreement and/or suspension of Services shall not be an exclusive remedy for breach of this Agreement and, whether or not termination is affected; all other remedies provided herein will remain available.

Section 9.16 Business Practices.

Each Party covenants that it shall use and employ sound, reasonable business practices and exercise reasonably prudent business judgment in the conduct of its business activities under this Agreement.

Section 9.17 Expenses.

Except as otherwise specifically provided in this Agreement, each Party shall bear its own expenses in connection with this Agreement and in connection with all obligations required to be performed by each of them hereunder.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement effective as of the Effective Date:

CLIENT:

By: _____
(Print Name)

(Title)

(Signature)

(Date Signed)

Address for Giving Notices:

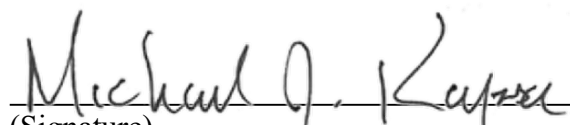
City of Sheboygan

Attn: _____

SOLIDARITUS HEALTH, INC.:

By: Michael Kapsa
(Print Name)

CFO
(Title)


(Signature)

12/29/2022
(Date Signed)

Address for Giving Notices:

SolidaritUS Health Inc.

Suite 907

1025 Connecticut Avenue NW

Washington, DC 20036

Attn: Dr. Michael Kapsa

EXHIBIT A

DESCRIPTION OF FEES AND SERVICES

I. SERVICE START DATE: January 1, 2023

II. FEES & BILLING:

1. Client shall compensate SolidaritUS for provision of the services described in Section III of this Exhibit A in accordance with the provisions in this Section II.

- (a) Base PMPM fee and minimum number of eligible Members - Client shall compensate Solidaritus Health a base Per Member Per Month (PMPM) fee of in \$14.60 assessed on a minimum number of 780 eligible employees and covered dependents each month during the term of this Agreement.
- (b) Increase of 500 or more unique Patients - If during the course of 2023, the total of number of unique Patients receiving or registering for care at the health facility increases by 500 or more overall (including employees and covered dependents of Sheboygan County, the Sheboygan Area School District, and the City of Sheboygan medical plans), then SolidaritUS shall add an additional .50 FTE advanced provider.
- (c) Beginning the month the threshold of 500 additional unique Patients, overall, is reached, Sheboygan County, the Sheboygan Area School District, and the City of Sheboygan shall collectively pay SolidaritUS additional PMPM fees for the equivalent of 500 or more new Members for the duration of this Agreement. In this event, Client's share of the additional PMPM fees paid to SolidaritUS shall equal the number of additional unique Patients who are eligible employees or covered dependents of Client's medical plan.
 - i. If the additional .50 FTE advanced provider is a Nurse Practitioner (NP) or a Physicians' Assistant (PA), the PMPM fee shall remain at \$14.60.
 - ii. If the additional .50 FTE advanced provider is a physician, (that is, an MD or DO), which shall require the unanimous approval of Sheboygan County, the Sheboygan Area School District, and the City of Sheboygan, the current PMPM for each entity shall increase by an average of \$2.50.

2. ADDITIONAL FEES:

- (a) Medical/Pharmacy Data Transmission – Client shall pay assessed costs, if any, for transmission of Client’s eligible medical plan participants’ medical claims and prescription drug claims data to SolidaritUS’ analytics platform, and any cost for translation of such data to a useable format, if necessary.
- (b) Communications Plan – SolidaritUS and client shall agree on a Health Care Communications Plan for the purpose of health and wellness education, dissemination of information to Members, and promotion of Member engagement in care. SolidaritUS shall design such materials for the Health Care Communications plan at no cost to the client. Client shall pay the cost, without markup, for printing and any postage charges for mailing such materials to Client or Members’ homes.
- (c) Client shall pay all facilities expenses and service fees consistent with past practice.
- (d)

III. SERVICES: SolidaritUS shall be responsible for providing, in accordance with the terms and conditions of this Agreement, the marked (☒) services for the associated fee during the term of this Agreement.

1. SolidaritUS Health Programming:

- (a) SolidaritUS Health Staffing shall include the following:
 - ☐ Medical Doctor(s)
 - ☒ Nurse Practitioner(s) – starting 2.5 FTE equivalent
 - ☒ Chiropractor(s) – 1
 - ☒ Medical Assistant(s) – 2
 - ☒ Patient Care Coordinator(s) – 1
 - ☐ Collaborating Physician
- i. SolidaritUS may work with the Client to staff the clinic with another comparable provider and/or staff member during scheduled absences such as vacation, continuing education, and sick days.
- ii. Staffing of the clinic may be adjusted to fit the needs of Client’s population; the actual days and times may vary to meet this requirement.
- iii. Advanced health care services provided by the SolidaritUS Health advanced primary care providers shall include:
 - Preventive Care
 - Urgent Care
 - Episodic Sick Care

- Chronic Disease Prevention and Management
- Medication Management
- Maintenance of Wellness
- Range of Treatments and Procedures
- Healthy Lifestyle & Risk Reduction Coaching
- Coordination of Appropriate Hospital and Specialist Care
- Immunizations
- Lab Tests

Note: Members may access appropriate lab tests from the extensive SolidaritUS panel when they have completed an establishing appointment with a selected SolidaritUS personal, advanced primary care provider, and said advanced primary care provider orders the lab test.

(b) Operational Costs that shall be borne by SolidaritUS:

- ☒ Laboratory services
- ☐ Onsite dispensed medications
- ☒ Medical and administrative supplies
- ☒ Healthcare analytics services
- ☒ Vaccinations listed below:
 - DtaP
 - Flu
 - Hepatitis A (2 shot series)
 - Hepatitis B (3 shot series)
 - HPV (human papilloma virus)
 - HIB
 - Meningococcal
 - MMR (measles, mumps, rubella)
 - Pneumovax (Prevnar)
 - Polio
 - RV
 - TD (tetanus, diphtheria, booster)
 - TdaP (tetanus, diphtheria, pertussis)
 - Varicella (chicken pox)
 - Shingrex (shingles)

Exception to SolidaritUS responsibility for all vaccine expenses:
 In the future, should a price be required for purchase of COVID vaccines, SolidaritUS staff will administer the COVID vaccines, provided the Client agrees to reimburse SolidaritUS for acquisition cost, without markup, for such COVID vaccines.

- ☒ eClinicalWorks or comparable electronic medical records services
- ☒ Telehealth

- (c) Consulting shall include the following at no additional cost to Client:
- ☒ Recruitment of SolidaritUS Health staff (see Section III, 1a)
 - ☒ Ongoing management of SolidaritUS Health program and staff will include:
 - Coaching of nurse practitioners and support teams by the SolidaritUS Chief Medical Officer
 - Specialist eConsultation for advanced providers
 - Administrative support from Regional Manager of SolidaritUS Health Centers
 - Virtual meetings via phone or webinar may take place monthly, or as needed
- (d) Clinic Reporting shall include the following standard reports:
- ☒ Quarterly Clinic Performance Report
 - ☒ Annual Financial Impact Report
 - ☒ Annual SolidaritUS Health Disease Management Performance Report

III

Res. No. 118 - 22 - 23. By Alderpersons Mitchell and Filicky-Peneski.
January 4, 2023.

A RESOLUTION authorizing the appropriate City officials to execute a Memorandum of Understanding with the Sheboygan Professional Police Officers' Supervisory Association.

RESOLVED: That the appropriate City officials are hereby authorized to execute the Memorandum of Understanding between the City of Sheboygan and the Sheboygan Professional Police Officers' Supervisory Association, a copy of which is attached hereto and incorporated herein.

FHP

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

MEMORANDUM OF UNDERSTANDING
 BETWEEN THE CITY OF SHEBOYGAN AND
 THE SHEBOYGAN PROFESSIONAL POLICE OFFICERS' SUPERVISORY ASSOCIATION

The Parties to the 2022-2023 collective bargaining agreement between the City of Sheboygan and Sheboygan Professional Police Supervisory Officers' Association, signed May 2, 2022 and adopted by the Sheboygan Common Council via Res. No. 9-22-23, do hereby agree as follows:

Any association members promoted to the rank of Captain after December 31, 2022, shall no longer be recognized as members of the Association. Per Article II (a) of the current collective bargaining agreement, the ranks of Lieutenant and Sergeant will continue to be recognized as classifications of employees represented by the Association.

Dated at Sheboygan, Wisconsin, this _____ day of _____, 20____.

FOR THE CITY:

FOR THE SPPOSA:

 Mayor Ryan Sorenson

 President Douglas Teunissen

ATTEST:

 City Clerk Meredith DeBruin

 Vice President Christopher Stephen

Res. No. 117 - 22 - 23. By Alderpersons Dekker and Rust. January 4, 2023.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with Dorner, Inc. for the construction of the Broadway Reconstruction project.

WHEREAS, the City of Sheboygan has advertised for bids to construct the Broadway Reconstruction (the "Project"); and

WHEREAS, six bids were received in response to that advertisement; and

WHEREAS, the low bid was from Dorner, Inc. for \$3,539,917.77; and

WHEREAS, the City Engineer has reviewed the bid and determined that the low bid met all of the specifications; and

WHEREAS, pursuant to Res. No. 486-93-94, a Declaration of Official Intent to reimburse expenditures related to the Project has been completed.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to enter into the attached agreement with Dorner, Inc. for the construction of the Project.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds from the following account upon the agreement being fully executed by all parties, to pay for the construction done pursuant to the agreement:


Account No. 400300-641200 (Capital Projects -
Public Works - Street Improvements)

\$3,539,917.77

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

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
		Section:	00 52 00		
		Bid Number:	2475-22	Page:	1 of 7

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between City of Sheboygan ("Owner") and
Dorner, Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: municipal street and utility construction.

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: ***Broadway Reconstruction, S. 14th Street to S. 7th Street***

ARTICLE 3 – ENGINEER

- 3.01 The part of the Project that pertains to the Work has been designed by the City of Sheboygan.
- 3.02 The Engineering Division, Department of Public Works, City of Sheboygan, Sheboygan, WI will assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*


- A. The Work will be substantially completed on or before October 15, 2023 and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the 14th day following substantial completion.

4.03 *Milestones*

- A. Parts of the Work must be substantially completed on or before the following Milestone(s):
1. Milestone 1: If selected, all work included in Alternate 1 and Alternate 2: August 25, 2022

4.04 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time.

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Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):


1. Substantial Completion: Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
 4. Milestones: Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of each Milestone, until Milestone is achieved.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.05 *Special Damages*

- C. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- D. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
 - A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item) as stated in Contractor's Bid, attached hereto as an exhibit.

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- B. The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on the third Wednesday of the Month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

- a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
- b. 0 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).


- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

6.04 *Interest*

- A. All amounts not paid when due shall bear interest at the rate of 0 percent per annum.

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ARTICLE 7 – CONTRACT DOCUMENTS


7.01 *Contents*

- A. The Contract Documents consist of the following:
1. This Agreement.
 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 3. Specifications as listed in the table of contents of the project manual (copy of list attached and incorporated by reference).
 4. Drawings as listed in the table of contents of the drawings (copy of list attached and incorporated by reference).
 5. Federal Labor Provisions (HUD 4010), Wage Determinations, Affirmative Action Requirements, Contract Language Requirements, Equal Opportunity Clause and Section 3 Contract Requirements as identified in Section 00 43 43 – Federal Requirements (not attached but incorporated by reference)
 6. Addenda (not attached but incorporated by reference)
 - a. Number 1 dated 12/6/2022
 - b. Number 2 dated 12/7/2022
 7. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid consisting of 3 pages
 8. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed,
 - b. Work Change Directives,
 - c. Change Orders,
 - d. Field Order,
 - e. Task Orders.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8 – ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*


- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

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1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

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2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

(Continued on next page)

PROJECT MAN

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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

City of Sheboygan

CONTRACTOR:

{Contractor} _____

By:

(signature)

Name,

Title: Ryan Sorenson, Mayor

By:

(signature)

Name,

Title: _____
(printed)

Date: _____

Date: _____

Attest:

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

By:

Address for giving notices:

(signature)

Name,

Title: Meredith DeBruin, City Clerk

Date: _____

Signatures authorized pursuant to Res. ____-22-23.

Address for giving notices:

City of Sheboygan – Engineering Division
2026 New Jersey Avenue
Sheboygan, WI 53081

Approved as to form and Execution:


By:

(signature)

Name,

Title: Charles C. Adams, City Attorney


Date: _____

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**BROADWAY RECONSTRUCTION
S. 14TH ST – S. 7TH ST**

SECTION	TITLE	Pages
00 00 00	PROCUREMENT AND CONTRACTING REQUIREMENTS	
	Introductory Information	
00 01 01	Cover	1
00 01 10	Table of Contents	2
	Procurement Requirements	
00 11 13	Advertisement for Bids	2
00 21 13	Instructions for Bidders	10
00 41 43	Bid Form	6
00 41 44	Unit Price Worksheet	1
00 41 44.1	Quest Unit Price Worksheet	3
00 42 13	Bid Bond	2
00 43 43	Federal Requirements	40
00 45 13	Bidder's Proof of Responsibility	4
00 45 20	Bidder's Proof of Responsibility and Non-Collusion Affidavit – Subcontractor	3
00 45 50	List of Subcontractors	1
	Contracting Requirements	
00 52 00	Agreement	7
00 55 00	Notice to Proceed	1
00 61 13	Performance Bond Form	3
00 61 14	Payment Bond Form	3
00 62 11	Submittal Cover	1
00 62 76	Application for Payment	2
00 63 13	Request for Information	1
00 63 63	Change Order Form	2
00 65 16	Certificate of Substantial Completion	1
00 65 18	Contractor's Affidavit of Compliance Certification and Release	1
00 65 19	Consent of Surety to Final Payment	1
00 72 00	Standard General Conditions of the Construction Contract – 2018	78
00 73 00	Supplementary Conditions	13
	GENERAL REQUIREMENTS	
01 11 00	Summary of Work	2
01 14 00	Work Restrictions	5
01 21 00	Allowances	1
01 43 00	Quality Assurance	2
01 55 26	Traffic Control	2
01 57 19	Temporary Environmental Controls	2
01 71 23	Construction Staking	2
01 73 23	Alternates	1
01 78 00	Closeout Requirements	2
01 78 19	Project Record Requirements	2
	EARTHWORK	
31 25 00	Erosion Control and Site Maintenance	3

PROJECT MAN

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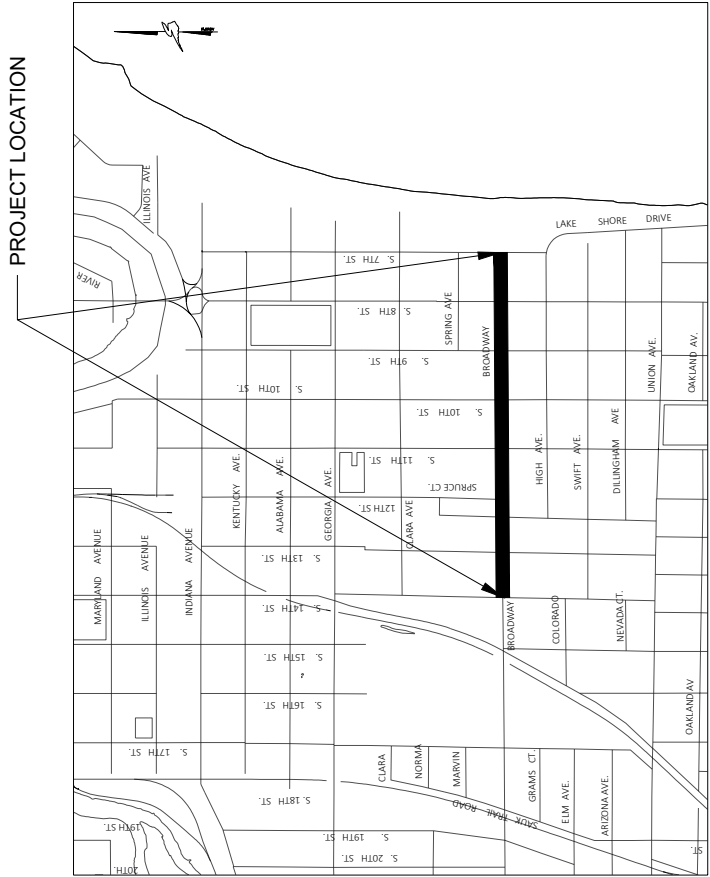
SECTION	TITLE	Pages
32 00 00	EXTERIOR IMPROVEMENTS	
32 10 00	Grading, Pavement, Curb and Gutter, and Sidewalk	5
33 00 00	UTILITIES	
33 01 32	Sewer Televising	5
33 01 32.1	Sewer Televising – Requirements for Digital Data Delivery	1
33 05 09	Sewer Pipe	2
33 05 61	Concrete Manholes, Catch Basins and Inlets	8
99 00 00	APPENDIX	
99 00 01	Appendix Table of Contents	1
99 00 01.1	Appendix 1 – Soil Boring Logs	4

BID NUMBER: 2475-22

CITY OF SHEBOYGAN DEPARTMENT OF PUBLIC WORKS



BROADWAY RECONSTRUCTION S. 14TH ST - S. 7TH ST NOVEMBER 2022



NOT TO SCALE

INDEX OF SHEETS		
SHEET NO.	DRAWING NO.	DESCRIPTION
1	000 CV	TITLE SHEET
2	001 GN	GENERAL NOTES
3	020 PO	PROJECT OVERVIEW
4	030 SC	SURVEY CONTROL
5-6	040 CD 1-2	TYPICAL SECTIONS
7-17	040 CD 3-13	CONSTRUCTION DETAILS
18-23	050 RD 1-6	REMOVAL DETAILS
24	110 EC 1	EROSION CONTROL - NOTES
25-30	110 EC 2-7	EROSION CONTROL DETAILS
31-38	205 PP 1-8	SANITARY SEWER DETAILS
39-49	206 PP 1-11	STORM SEWER DETAILS
50-52	305 SM 1-3	SIGNING AND MARKING DETAILS
53-55	310 TC 1-3	TRAFFIC CONTROL
56-61	400 PP 1-6	PLAN AND PROFILE
62-72	600 PP 1-11	INTERSECTION PAVING DETAILS
73-78	700 MQ 1-6	MISCELLANEOUS QUANTITIES
79	900 EW	EARTHWORK SUMMARY
80-122	901 XS 1-43	CROSS SECTIONS

BROADWAY RECONSTRUCTION
S. 14TH ST - S. 7TH ST
TITLE SHEET

CITY OF SHEBOYGAN PUBLIC WORKS	
City of Sheboygan Department of Public Works Engineering Division 2025 New Jersey Avenue Sheboygan, WI 53081 Ryan Szazma, PE - City Engineer	
Designed By	TJM
Drawn By	TJM
Checked By	KEJ
Plot Date	11/1/2022
Plot No.	2475-22
Project Date	NOVEMBER 2022
Sheet No.	1
Drawing No.	

Item 12.

2475-22 Broadway Reconstruction (#8337588)

Owner: Sheboygan WI, City of

Solicitor: Sheboygan WI, City of

12/08/2022 10:00 AM CST

Dorner Inc.

Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
	1	Base Bid	Mobilization	LS	1	\$45,000.00	\$45,000.00
	2	Base Bid	Traffic Control	LS	1	\$21,115.00	\$21,115.00
	3	Base Bid	Traffic Control - Detour Signing	LS	1	\$5,850.00	\$5,850.00
	4	Base Bid	Traffic Control - PCMS	Days	49	\$53.00	\$2,597.00
	5	Base Bid	Construction Staking	LS	1	\$21,800.00	\$21,800.00
	6	Base Bid	Clearing and Grubbing	Sta	15	\$1,770.00	\$26,550.00
	7	Base Bid	Excavation Common	CY	8300	\$11.00	\$91,300.00
	8	Base Bid	Excavation Below Subgrade	CY	100	\$40.00	\$4,000.00
	9	Base Bid	Removing Concrete Sidewalk	SY	1500	\$8.30	\$12,450.00
	10	Base Bid	Removing Pavement	SY	16800	\$4.70	\$78,960.00
	11	Base Bid	Removing Storm Manholes	Each	11	\$505.00	\$5,555.00
	12	Base Bid	Removing Sanitary Manholes	Each	17	\$670.00	\$11,390.00
	13	Base Bid	Removing Inlets	Each	30	\$360.00	\$10,800.00
	14	Base Bid	Removing Catch Basins	Each	6	\$360.00	\$2,160.00
	15	Base Bid	Removing Storm Sewer 30-Inch	LF	47	\$25.00	\$1,175.00
	16	Base Bid	Removing Storm Sewer 36-Inch	LF	50	\$27.00	\$1,350.00
	17	Base Bid	Abandoning Storm Sewer 8-Inch	LF	532	\$3.00	\$1,596.00
	18	Base Bid	Abandoning Storm Sewer 10-Inch	LF	190	\$4.00	\$760.00
	19	Base Bid	Abandoning Storm Sewer 12-Inch	LF	214	\$5.00	\$1,070.00
	20	Base Bid	Abandoning Storm Sewer 15-Inch	LF	63	\$10.00	\$630.00
	21	Base Bid	Abandoning Storm Sewer 30-Inch	LF	422	\$30.00	\$12,660.00
	22	Base Bid	Abandon 6-Inch Sanitary Lateral	Each	2	\$500.00	\$1,000.00
	23	Base Bid	Abandoning Sanitary Sewer 10-Inch	LF	42	\$10.00	\$420.00
	24	Base Bid	Abandoning Sanitary Sewer 42-Inch	LF	63	\$58.00	\$3,654.00
	25	Base Bid	Inlets Type N1	Each	47	\$1,900.00	\$89,300.00
	26	Base Bid	Inlet Castings	Each	47	\$780.00	\$36,660.00
	27	Base Bid	Storm Manhole, 4-ft Diameter	Each	10	\$3,275.00	\$32,750.00
	28	Base Bid	Storm Manhole, 5-ft Diameter	Each	1	\$4,255.00	\$4,255.00
	29	Base Bid	Storm Manhole 8-ft Diameter	Each	2	\$11,570.00	\$23,140.00
	30	Base Bid	Storm Manhole 5' x 8' Rectangular	Each	1	\$16,650.00	\$16,650.00
	31	Base Bid	Storm Manhole Risers Above Box Culvert	VF	6.64	\$3,173.00	\$21,068.72
	32	Base Bid	Temp. Storm Connection at 7th St	Each	1	\$5,000.00	\$5,000.00
	33	Base Bid	Storm Manhole Casting	Each	19	\$620.00	\$11,780.00
	34	Base Bid	Sanitary Manhole 4-ft Diameter	Each	14	\$5,335.00	\$74,690.00

35	Base Bid	Sanitary Manhole Outside Drop 4-ft Diameter	Each	2	\$8,865.00	\$17,730.00
36	Base Bid	Sanitary Manhole Castings	Each	17	\$545.00	\$9,265.00
37	Base Bid	Sanitary manhole External Joint Seal	Each	3	\$350.00	\$1,050.00
38	Base Bid	HMA Pavement 4 LT 58-28 S	Tons	1725	\$94.80	\$163,530.00
39	Base Bid	HMA Pavement 3 LT 58-28 S	Tons	2225	\$102.80	\$228,730.00
40	Base Bid	Tack Coat (0.06 gal per sy)	Gal	900	\$4.10	\$3,690.00
41	Base Bid	Asphaltic Surface	Tons	175	\$133.90	\$23,432.50
42	Base Bid	Concrete Sidewalk 4-Inch	SF	13000	\$7.40	\$96,200.00
43	Base Bid	Detectable Warning Fields	Sf	624	\$37.00	\$23,088.00
44	Base Bid	Concrete Driveway 6-Inch	SY	800	\$62.00	\$49,600.00
45	Base Bid	Base Aggregate Dense 3/4-Inch	SY	450	\$8.70	\$3,915.00
46	Base Bid	Base Aggregate Dense 1 1/4-Inch	Tons	8725	\$16.30	\$142,217.50
47	Base Bid	Concrete Pavement 7-Inch	SY	115	\$79.20	\$9,108.00
48	Base Bid	Concrete Alley, 7-inch	SY	50	\$68.60	\$3,430.00
49	Base Bid	Concrete Curb and Gutter 30-Inch	LF	5965	\$16.70	\$99,615.50
50	Base Bid	Pedestrian Curb	LF	170	\$42.20	\$7,174.00
51	Base Bid	8-Inch PVC Storm Sewer	LF	25	\$57.00	\$1,425.00
52	Base Bid	12-Inch PVC Storm Sewer	LF	1070	\$79.00	\$84,530.00
53	Base Bid	15-inch PVC Storm Sewer	LF	93	\$110.00	\$10,230.00
54	Base Bid	21-Inch PVC Storm Sewer	LF	320	\$180.00	\$57,600.00
55	Base Bid	27-Inch RCP Storm Sewer	LF	1970	\$138.00	\$271,860.00
56	Base Bid	30-Inch RCP Storm Sewer	LF	60	\$218.00	\$13,080.00
57	Base Bid	4' x 6' Box Culvert	LF	423	\$837.00	\$354,051.00
58	Base Bid	10-Inch PVC Sanitary Sewer	LF	56	\$296.00	\$16,576.00
59	Base Bid	12-Inch PVC Sanitary Sewer	LF	40	\$378.00	\$15,120.00
60	Base Bid	15-Inch PVC Sanitary Sewer	LF	10	\$414.00	\$4,140.00
61	Base Bid	18-Inch PVC Sanitary Sewer	LF	2680	\$227.00	\$608,360.00
62	Base Bid	24-Inch PVC Sanitary Sewer	LF	433	\$283.00	\$122,539.00
63	Base Bid	Relay Sanitary Lateral, 6-Inch	LF	2475	\$123.00	\$304,425.00
64	Base Bid	Adjust Curb Stops	Each	85	\$125.00	\$10,625.00
65	Base Bid	Pavement Marking Crosswalk 6-Inch	LF	3050	\$5.20	\$15,860.00
66	Base Bid	Pavement Marking Stop Bar 12-Inch	LF	86	\$9.80	\$842.80
67	Base Bid	Pavement Marking 4-Inch Double Yellow CL	LF	1350	\$2.60	\$3,510.00
68	Base Bid	Pavement Marking 4-Inch Centerline Skips	LF	495	\$2.60	\$1,287.00
69	Base Bid	Signs	SF	132.95	\$35.00	\$4,653.25
70	Base Bid	Sign Posts Tubular Steel 8-FT	Each	34	\$200.00	\$6,800.00
71	Base Bid	Removing Signs and Supports	Each	32	\$50.00	\$1,600.00
72	Base Bid	Remove and Re-Install Sign	Each	13	\$80.00	\$1,040.00
73	Base Bid	Inlet Protection	Each	95	\$75.00	\$7,125.00
74	Base Bid	Rock Bags	Each	70	\$18.00	\$1,260.00
75	Base Bid	Topsoil	SY	5200	\$7.20	\$37,440.00
76	Base Bid	Hydro-Seed	SY	5022	\$1.25	\$6,277.50

77	Base Bid	Sawing Concrete	LF	2700	\$2.50	\$6,750.00
78	Base Bid	Allowance - Video Conversion	LS	1	\$10,000.00	\$10,000.00
Base Bid						\$3,539,917.77

III

Res. No. 119 - 22 - 23. By Alderpersons Felde and Ackley. January 4, 2023.

A RESOLUTION authorizing the appropriate City officials to accept and expend funds received from the Wisconsin Department of Justice as part of the Byrne Memorial Justice Assistance Grant (JAG) Program.

WHEREAS, the Byrne Memorial Justice Assistance Grant (JAG) Program provides funds to support multi-jurisdictional law enforcement drug task force projects aimed at enhancing interagency coordination and intelligence sharing targeting gangs, drugs, and firearms for the period January 1, 2023 through December 31, 2023; and

WHEREAS, the City of Sheboygan Police Department has obtained a JAG Program grant in the amount of \$24,112 from the State of Wisconsin, Department of Justice to support the Sheboygan County MEG Unit.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to sign all documents necessary for the acceptance, administration, and expenditure of the grant described in this Resolution.

LHS

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. 156 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE.
January 4, 2023.

Your Committee to whom was referred Res. No. 110-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing retaining outside legal counsel to represent the City regarding Grievance #22-02 filed by International Association of Firefighters Local 483, and authorizing payment for said services; recommends amending the Resolution to limit spending authorization to \$7,000.00.

_____	_____
_____	_____
_____	_____
	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

Subs. of Res. No. 110 - 22 - 23. By Alderpersons Mitchell and Filicky-Peneski.
January 4, 2023.

A RESOLUTION authorizing retaining outside legal counsel to represent the City regarding Grievance #22-02 filed by International Association of Firefighters Local 483, and authorizing payment for said services.

RESOLVED: That the Common Council hereby authorizes the hiring of Attorney Kyle J. Gulya of von Briesen & Roper, s.c., as outside legal counsel to represent the City of Sheboygan regarding Grievance #22-02 filed by International Association of Firefighters Local 483.

BE IT FURTHER RESOLVED: That the Finance Director is hereby authorized and directed to draw on Account No. 101144-531200 (Human Resources - Legal Services) in payment of same.

BE IT FURTHER RESOLVED: That payment under this Resolution is limited to \$7,000.00.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

Res. No. 110 - 22 - 23. By Alderpersons Mitchell and Filicky-Peneski.
December 19, 2022.

A RESOLUTION authorizing retaining outside legal counsel to represent the City regarding Grievance #22-02 filed by International Association of Firefighters Local 483, and authorizing payment for said services.

RESOLVED: That the Common Council hereby authorizes the hiring of Attorney Kyle J. Gulya of von Briesen & Roper, s.c., as outside legal counsel to represent the City of Sheboygan regarding Grievance #22-02 filed by International Association of Firefighters Local 483.

BE IT FURTHER RESOLVED: That the Finance Director is hereby authorized and directed to draw on Account No. 101144-531200 (Human Resources - Legal Services) in payment of same.

Robert Filicky-Peneski

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