

August 1, 2024

Mr. Bernard R. Rammer
County Purchasing Agent
City of Sheboygan
828 Center Avenue, Suite 205
Sheboygan, WI 53081

Re: Proposal for Uptown Parklet
raSmith Project No.: 3240068

Dear Mr. Rammer:

Thank you for the opportunity for raSmith to provide you with a proposal for professional services. We look forward to working with The City of Sheboygan on the Uptown Parklet project. We are partnering with Staff Electric for lighting and electrical engineering, The Kubala Washatko Architects and Spire Engineering for the design on the structures, and Chappa Construction for cost estimating and material quantities.

Project Understanding

We understand the City of Sheboygan wants to create a Parklet by closing a portion of St. Claire Avenue immediately west of N. 8th Street. Per the RFP #2053-24 issued on March 27, 2024, and subsequent concept plans sent to us after being selected May 14, 2024, the City wants to create a gathering space that can be used year-round. The concept plan depicts a permanent overhead pavilion structure with an approximate 40' x 60' footprint, a stage, a roller rink/synthetic ice rink, and associated amenities for the space. The space will be protected from traffic related conflicts and hazards. It is anticipated the neighboring businesses will be responsible for the programming of the parklet once built. The City does not currently have an established budget for the project. We have received a topographic survey from the City for the area that will be used as the basis of design.

Scope of Services

Per the RFP and the subsequent meeting with City staff/officials, we have developed the following scope of services to be provided for the Uptown Parklet project.

- A. Item #1: Visioning Session and Pre-Design Development/Schematic Design - This project phase includes researching existing conditions, meeting with City staff and neighboring business, and developing site design concepts for Owner review/approval.
1. Conduct one site visit by the design team for a site analysis, inventory the existing conditions and take photos of the overall area.
 2. Meet with City staff and neighboring businesses for kick-off visioning session to define project goals, discuss ideas/options, and gain an understanding of the community needs.
 3. Prepare a base map from the survey data provided by the City to use as basis of design.
 4. Complete due diligence review of potential codes, approvals, and permits required.



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5. Develop an initial schematic site plan to convey layout ideas, site features, potential pavement treatments, site amenities and planting areas.
 6. Develop schematic floor plan, elevations, building section and materials.
 7. Prepare a 3D Sketchup model of the pavilion structure.
 8. Present the schematic site plan and architectural plans to City staff to acquire feedback and approval to continue to the next phase of the design.
 9. Deliverables:
 - a. Electronic pdf files of schematic drawings.
 - b. Material and finish selections.
- B. Item #2: Design Development and Construction Documents - This project phase includes advancing site design concepts approved by the City and developing preliminary civil engineering, architectural/structural and landscape architectural documents for City approval. The project phase also includes preparing final civil engineering, architectural, structural and landscape architectural documents for bidding/construction and preparing budgetary cost estimates. The design team will prepare Bid documents and project specifications along with helping in the bid process.
1. Prepare design development site plans with finer detail to include preliminary grading, utilities, lighting, paving/hardscape, site amenities, signage concepts and planting plans.
 2. Prepare design development floor plans, exterior elevations, details, and material/finish selections.
 3. Updated 3d Sketchup model of pavilion structure.
 4. Meet with City staff and stakeholders to present design development plans. Review and approve designs and material selections to continue to the next design phase.
 5. Prepare final civil and landscape construction documents to include:
 - a. Demolition Plan
 - b. Erosion Control Plan
 - c. Paving/Hardscape Plan
 - d. Grading and Drainage Plan
 - e. Utility Plan
 - f. Lighting and Electrical Plan
 - g. Landscape PlanNote: Signage design will include design intent only. Sign details shall be coordinated with Sign Fabricator by General Contractor.
 6. Prepare final architectural construction documents of floor plans, exterior elevations, details, and materials/finishes.
 7. Prepare final structural design of framing and foundation systems to include necessary details and calculations.
 8. Updated 3d Sketchup model of pavilion structure.



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9. Meet with City staff for final coordination of plans prior to bidding.
 10. Prepare budgetary cost estimates for construction.
 11. Prepare a list of major building materials for the construction of the project. This material list will be used for the City to self-purchase materials using the available ARPA funding.
 12. Prepare bid documents and project specifications. City to provide front end documents and will advertise the project for bidding.
 13. Respond to relative contractor questions and inquires during bidding with issuing RFI and addendum as necessary.
 14. Deliverables:
 - a. Electronic pdf files of drawing set.
 - b. Electronic pdf files of bid documents and project specifications.
 - c. Material and finish selections.
- C. Item #3: Post Bid -This project phase includes assistance for reviewing bids.
1. Assist the City in reviewing bids by comparison, discussing differences, and verifying references.
 2. Assist the City in selection to award.
- D. Item #4: Post Award Phase - This project phase includes Construction Administration by design team for typical submittal review, responding to contractor questions (RFI's), and preparing a final punch list for the various aspects of the project.
1. Attend a preconstruction meeting on site.
 2. Review construction submittals.
 3. Prepare and issue Construction Bulletins as necessary.
 4. Visit site for final punch list and review with General Contractor.
- E. Item #5: Construction phase inspection services -The following service options are available throughout construction of the project. Because it is not yet determined what the extend of the design will be and what level of service the City would like/need, we propose these options at our standard hourly rates for consideration. Mileage will be invoiced at standard federal rates.
1. Construction Manager
 - a. Attend a preconstruction meeting with City staff.
 - b. Conduct weekly site visits to provide construction oversight and compliance with plans and specifications.
 - c. Prepare and provide recommendations for all pay applications.
 - d. Prepare, review, and make recommendations for change orders.
 - e. Assist with walk through and punch list preparation
 - f. Assist with project close out upon completion.



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- 2. Construction Inspection
 - a. Provide daily observation and documentation for installation of paving, utilities and other project details related to horizontal construction.

Completion Schedule

We will work with you to meet the project deadlines and to establish an acceptable schedule that will be mutually agreed upon prior to beginning work. We understand the City would like to be able to bid the project in the fall of 2024 and that the City has grant funds available to purchase materials that will expire at the end of 2024.

Professional Fees

The above-described services will be provided for the lump sum fees listed below except for Task #5, which will be billed T/M per our standard hourly rates. Fees will be invoiced monthly on a percent-complete basis.

- A. Task #1 -\$37,500
- B. Task #2 -\$115,500
- C. Task #3 -\$6,375
- D. Task #4 -\$28,125
- E. Task #5 - T&M
Construction Manager - \$175/hour
Construction Inspection - \$105/hour
- F. Optional Additional Survey services:
 - Option #1 - Perform Boundary Survey to determine north and south lines of St. Claire Avenue and west line of North 8th Street. ..\$3,900
 - Option #2 - Prepare legal descriptions and exhibits if requested for: road vacation, zoning, easement creation, easement release, etc.

NOTE: If Option #1 is not authorized, exhibits to be based on property line work provided by the City\$800 per request

Usual and customary expenses such as mileage, printing, delivery, and postage are not included in the above fees and will be billed at cost as a reimbursable expense. Allowance: \$2,000 – the City will only be billed for expenses incurred.

Certain landscape architectural services are taxable in the State of Wisconsin and are not included in the above fees.

This proposal does not include any services beyond those described in the above scope of services.



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Client Responsibilities/Assumptions

- A. The terms and conditions set forth herein are valid for 30 days from the date of this proposal and are conditioned upon our completion of all services within 150 days.
- B. The hourly rates shown on the Professional Fees Rate Schedule are subject to change on an annual basis.
- C. The Owner shall provide any existing data relevant to the proposed project including but not limited to electronic AutoCAD base files of survey, roadway, and utility plans. Verification of information provided by others is not a part of the Scope of Services; therefore, any problems arising out of the use of such information shall not be the responsibility of raSmith.
- D. **NOTE:** We strongly recommend that the Owner undertake a geotechnical investigation of the site. The structural engineer (Spire) recommends two 20-ft deep borings located at opposite corners of the proposed pavilion structure. We do not assume responsibility for problems associated with undetermined soil conditions. **Geotechnical engineering work and contract to be held by the City. raSmith does not provide geotechnical services.**
- E. We assume no stormwater management or green infrastructure is required for this project.
- F. Owner shall pay for all project review and permit fees.
- G. After work has commenced, any revisions requested by the Owner, Developer or Architect, or necessitated by conditions beyond our control, will be considered extra work requiring additional compensation.

If you would like to authorize raSmith to proceed with your project, please sign the attached Professional Services Agreement Between Client and Professional, and forward a signed copy of the entire Agreement to our office. Once received, we will execute and return a copy for your records.

We look forward to working with you on this project.

Sincerely,
raSmith

Tom Mortensen, PLA, ASLA
Site Planner/Landscape Architect
(262) 317-3323
tom.mortensen@rasmith.com

Enclosure



CREATIVITY BEYOND ENGINEERING

R.A. Smith, Inc.
 16745 W. Bluemound Road
 Brookfield, WI 53005-5938
 (262) 781-1000 | rasmith.com

**PROFESSIONAL FEES RATE SCHEDULE
 GENERAL 2024 RATES**

| ENGINEERING SERVICES | 2024 PER HOUR |
|--|----------------------|
| Principal-In-Charge..... | \$267 |
| Division Director | \$239 |
| Senior Project Consultant..... | \$216 |
| Senior Project Manager..... | \$196 |
| Project Manager | \$178 |
| Senior Project Engineer..... | \$178 |
| Project Engineer | \$170 |
| Civil Engineer | \$119 - \$159 |
| Engineering Technician | \$ 86 - \$153 |
| Planner | \$127 - \$178 |
| Landscape Architect | \$164 - \$191 |
| Landscape Technician..... | \$134 |
| Irrigation Designer | \$175 |
| Ecologist | \$ 95 - \$164 |
| Senior Structural Engineer | \$161 - \$208 |
| Structural Engineer..... | \$118 - \$161 |
| Structural CAD Technician | \$ 99 - \$119 |
| GIS and Visualization Services | \$119 - \$142 |
| <u>SURVEYING SERVICES</u> | |
| Survey Director..... | \$188 |
| Senior Project Manager..... | \$176 |
| Project Manager | \$160 |
| 2-Member Field Crew GPS/Robotics | \$238 |
| Field Person GPS/Robotics | \$164 |
| Project Surveyor | \$135 |
| Survey Technician..... | \$ 99 - \$132 |
| 3D Laser Scan Project Manager | \$160 |
| 3D Laser Scan Technician | \$118 |
| 1-Member Field Crew Scanner Operator | \$183 |
| 2-Member Field Crew Scanner Operator | \$266 |
| 3-Member Field Crew Scanner Operator | \$459 |
| Pilot..... | \$140 |
| Vertical Construction-Survey | \$150 |
| <u>CONSTRUCTION SERVICES</u> | |
| Construction Services Manager | \$193 |
| Construction Technician | \$103 - \$167 |
| <u>TRAFFIC SERVICES</u> | |
| Traffic Project Manager | \$155 - \$245 |
| Traffic Project Engineer | \$135 - \$145 |
| Traffic Civil Engineer | \$100 - \$115 |
| Traffic Engineering Tech | \$ 75 - \$ 85 |
| <u>IT & ADMINISTRATIVE SERVICES</u> | |
| Computer Services | \$209 |
| Grants Specialist | \$142 |
| Project Technician | \$ 97 |
| Litigation/Expert Witness | \$315 - \$343 |
| Professional Photography/Videography | \$183 |



Hourly Rates

The Kubala Washatko Architects, Inc.

W61 N617 Mequon Avenue
Cedarburg, WI 53012
+1 (262) 377 6039
tkwa.com

v2024.2

| Title | 2024 Rates |
|-------|------------|
|-------|------------|

| | |
|----------------------|----------------|
| Partner | \$198 to \$168 |
| Project Architect | \$165 to \$115 |
| Project Designer | \$126 - \$80 |
| Interior Designer | \$85 |
| Marketing & Strategy | \$132 - \$123 |
| Graphic Design | \$132 |
| Accounting | \$50 |
| Studio Coordinator | \$35 |

SPIRE ENGINEERING
2024 HOURLY RATES SCHEDULE

| Title | Rate (/hr) |
|------------------------|-------------------|
| Principal | \$ 170.00 |
| Senior Project Manager | \$ 150.00 |
| Project Manager | \$ 135.00 |
| Structural Engineer | \$ 125.00 |
| Project Designer | \$ 105.00 |
| Senior Drafter | \$ 115.00 |
| Drafter | \$ 90.00 |
| Admin/Clerical | \$ 75.00 |
| Intern | \$ 50.00 |

*Billing rates for subsequent years may be increased by 5% annually and rounded up to the nearest dollar





**PROFESSIONAL SERVICES AGREEMENT
BETWEEN CLIENT AND PROFESSIONAL**

THIS IS AN AGREEMENT effective as of August 1, 2024 ("Effective Date") between City of Sheboygan ("Client") and R.A. Smith, Inc. ("Professional").

Client's Project, of which Professional's services under this Agreement are a part, is generally identified as follows:

Uptown Parklet / raSmith Project No.: 3240068 ("Project").

Professional's services under this Agreement are generally identified as follows:

See attached proposal ("Services").

Client and Professional further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Professional shall provide or furnish the Services solely for the benefit of Client as set forth in this Agreement and in the attached proposal. If authorized by Client, or if required because of changes in the Project, Professional shall furnish services in addition to those set forth above ("Additional Services").

2.01 *Payment Procedures*

- A. *Invoices:* Professional shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Client on a monthly basis. Invoices are due and payable within 30 days of invoice date. If Client fails to make any payment due Professional for Services, Additional Services, and expenses within 30 days after receipt of Professional's invoice, then (1) the amounts due Professional will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Professional may, after giving seven days written notice to Client, suspend Services under this Agreement until Professional has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Client waives any and all claims against Professional for any such suspension.
- B. *Payment:* As compensation for Professional providing or furnishing Services and Additional Services, Client shall pay Professional as set forth in this agreement. If Client disputes an invoice, either as to amount or entitlement, then Client shall promptly advise Professional in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 *Basis of Payment*

- A. Client shall pay Professional for Services in the amount and manner provided in the attached proposal.
- B. *Additional Services:* Unless specified in the attached proposal, for Additional Services, Client shall pay Professional an amount equal to the cumulative hours charged in providing the Additional Services by each class of Professional's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Professional's consultants' charges, if any.

3.01 *Suspension and Termination*

- A. The obligation to continue performance under this Agreement may be suspended:
 - 1. *By Client:* Client may suspend the Project for up to 90 days upon seven days written notice to Professional.
 - 2. *By Professional:* Professional may, after giving seven days written notice to Client, suspend services under this Agreement if Client has failed to pay Professional for invoiced services and expenses, as set forth in this Agreement.
- B. The obligation to continue performance under this Agreement may be terminated:
 - 1. For cause,
 - a. By either party upon 14 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Professional for its services is a substantial failure to perform and a basis for termination.
 - b. By Professional:
 - 1) upon seven days written notice if Client demands that Professional furnish or perform services contrary to Professional's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Professional's Services are delayed for more than 90 days for reasons beyond Professional's control, or as the result of the presence at the Site of undisclosed Constituents of Concern.
 - c. By Client, for convenience, effective upon Professional's receipt of written notice from Client

- d. Professional shall have no liability to Client on account of a termination for cause by Professional.
 - e. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under this section if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
- C. In the event of any termination under this section, Professional will be entitled to invoice Client and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Professional's consultants' charges, if any.
- 4.01 *Successors, Assigns, and Beneficiaries*
- A. Client and Professional are hereby bound and the successors, executors, administrators, and legal representatives of Client and Professional are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
 - B. Neither Client nor Professional may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
 - C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or Professional to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Professional and not for the benefit of any other party.
- 5.01 *General Considerations*
- A. *Standard of Care*
 The standard of care for all professional engineering and related services performed or furnished by Professional under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Professional makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Professional. Subject to the foregoing standard of care, Professional and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
 - B. *Design Without Construction Phase Services*
 Professional shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Professional have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Professional shall not be responsible for the acts or omissions of any Constructor. Professional neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
 - C. *Opinions of Cost*
 Professional's opinions (if any) of probable construction cost are to be made on the basis of Professional's experience, qualifications, and general familiarity with the construction industry. However, because Professional has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Professional cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Professional. If Client requires greater assurance as to probable construction cost, then Client agrees to obtain an independent cost estimate. Professional shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Professional or its consultants.
 - D. *Use of Documents*
 All documents prepared or furnished by Professional are instruments of service, and Professional retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Client shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Client, subject to receipt by Professional of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
 - 1. Client acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Professional, or for use or reuse by Client or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Professional;

2. Any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Professional, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Professional or to its officers, directors, members, partners, agents, employees, and consultants;
3. Client shall indemnify and hold harmless Professional and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Professional; and
4. Such limited license to Client shall not create any rights in third parties.

E. Liability

To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Professional and Professional's officers, directors, employees, and Consultants, to Client and anyone claiming by, through, or under Client for any and all injuries, claims, losses, expenses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project, Professional's or its Consultants services or this Agreement from any cause or causes whatsoever, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Professional or Professional's officers, directors, employees, or Consultants shall not exceed the total amount of \$100,000 or the total compensation received by Professional under this Agreement, whichever is less. **available insurance proceeds at the time of the claim.**

F. Indemnification

To the fullest extent permitted by Laws and Regulations, Client shall indemnify and hold harmless Professional and Professional's officers, directors, employees, and Consultants from and against any and all claims, costs, losses and damages (including but not limited to all fees and charges of Professionals, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of the Client or Client's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Client with respect to this Agreement or to the Project.

G. Dispute Resolution

Client and Professional agree to negotiate each dispute between them in good faith during the 30 days after written notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law. The venue for all disputes shall be the state of Wisconsin. Attorney fees will be borne by the non-prevailing party.

H. Governing Law

This Agreement is to be governed by the law of the state of Wisconsin.

6.01 *Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Client and Professional and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. Nothing in this Agreement between Professional and Client shall create a contractual relationship between either Professional and Client and an outside third party.

7.01 *Lien Notice*

- A. As required by the Wisconsin construction lien law, Professional hereby notifies Client that persons or companies performing, furnishing, or procuring labor, services, materials, plans, or specifications for the construction on Client's land may have lien rights on Client's land and buildings if not paid. Those entitled to lien rights, in addition to the undersigned Professional, are those who contract directly with the Client or those who give the Client notice within 60 days after they first perform, furnish, or procure labor, services, materials, plans or specifications for the construction. Accordingly, Client probably will receive notices from those who perform, furnish, or procure labor, services, materials, plans, or specifications for the construction, and should give a copy of each notice received to the mortgage lender, if any. Professional agrees to cooperate with the Client and the Client's lender, if any, to see that all potential lien Professionals are duly paid.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Project Name: Uptown Parklet / raSmith Project No.: 3240068

Client: City of Sheboygan

Professional: R.A. Smith, Inc.

By: _____

By: _____

Print name: Bernard R. Rammer

Print name: Tom J. Mortensen, PLA, ASLA

Title: County Purchasing Agent

Title: Site Planner/Landscape Architect

Date Signed: _____

Date Signed: _____

Address for Client's receipt of notices:

Address for Professional's receipt of notices:

City of Sheboygan

R.A. Smith, Inc.

838 Center Avenue, Suite 205

16745 West Bluemound Road

Sheboygan, WI 53081

Brookfield, WI 53005

Client's Phone: 920-459-1342

Professional's Phone: 262-317-3323

Client's Email: bernie.rammer@sheboygancounty.com

Professional's Email: tom.mortensen@rasmith.com