

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

October 7, 2019

RESIGNATION

Jake DenBoer from the Board of License Examiners effective immediately.

## DeBruin, Meredith

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**From:** Mayor Vandersteen  
**Sent:** Thursday, October 3, 2019 10:58 AM  
**To:** DeBruin, Meredith  
**Subject:** Fwd: Board of License Examiners Resignation  
**Attachments:** image001.jpg

Meredith,

Please place this resignation on the agenda of a future Council agenda.

Mike

Mike Vandersteen, Mayor  
City of Sheboygan

Begin forwarded message:

**From:** Jake DenBoer <[jake\\_d@aldaghonold.com](mailto:jake_d@aldaghonold.com)>  
**Date:** October 3, 2019 at 11:38:16 AM EDT  
**To:** "[mayor.vandersteen@sheboyganwi.gov](mailto:mayor.vandersteen@sheboyganwi.gov)" <[mayor.vandersteen@sheboyganwi.gov](mailto:mayor.vandersteen@sheboyganwi.gov)>  
**Cc:** David Aldag <[dave\\_a@aldaghonold.com](mailto:dave_a@aldaghonold.com)>, "Eirich, Pat" <[Pat.Eirich@sheboyganwi.gov](mailto:Pat.Eirich@sheboyganwi.gov)>, "Van Auken, Gary" <[Gary.VanAuken@sheboyganwi.gov](mailto:Gary.VanAuken@sheboyganwi.gov)>, Alderperson Jim Bohren <[Jim.Bohren@sheboyganwi.gov](mailto:Jim.Bohren@sheboyganwi.gov)>  
**Subject:** Board of License Examiners Resignation

Dear Mr. Mayor Vandersteen,

I am writing you to inform you of my resignation from the Board of License Examiners. I am relocating outside of the city, and will not qualify to sit on the committee. I do want to let you know I enjoyed my short time on the board, and felt like I was just starting to find my groove. Thank you for the opportunity to serve.

Regards,



**Jake Den Boer**  
HVAC Project Manager/Engineering Dept.  
C: 920-207-6339 | F: 920-694-3494 | E: [jake\\_d@aldaghonold.com](mailto:jake_d@aldaghonold.com)

**Aldag/Honold Mechanical, Inc.**  
3509 S Business Drive; P O Box 1265; Sheboygan, WI 53082-1265  
O: 920-458-5558 | F: 920-458-3750 | [www.aldaghonold.com](http://www.aldaghonold.com)

CREATING QUALITY ENVIRONMENTS  
SINCE 1898

Hearing No. \_\_\_\_\_ - 19 - 20. October 7, 2019.

Pursuant to Chapter 65.90 of the Laws of Wisconsin, notice is hereby given that the annual budget hearing will be held on Monday, October 7, 2019 at 6:00 p.m. in Common Council Chambers, City Hall, in the City of Sheboygan, at which time any taxpayer or resident of the governmental unit will have the opportunity to be heard on the proposed 2020 budget.

Any interested persons may be heard.

II

R. O. No. \_\_\_\_\_ - 19 - 20. By BOARD OF CONTRACTORS EXAMINERS.  
October 7, 2019.

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

- |       |  |                      |
|-------|--|----------------------|
| 18939 | Jason E Stader<br>W3934S County Road A<br>Cedar Grove, WI 53013-1134   | Carpenter Contractor |
| 44691 | James R Vanden Berg<br>123 Highland Drive<br>Glenbeulah, WI 53023-1111 | Carpenter Contractor |
| 44693 | Todd A Patterson<br>511 Church Street<br>Kohler, WI 53044-1535         | Carpenter Contractor |

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Board of Contractors Examiners

Consent

II

R. O. No. \_\_\_\_\_ - 19 - 20. By CITY CLERK. October 7, 2019.

Submitting various license applications.

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

TEMPORARY CLASS "B" LICENSE

<u>No.</u>	<u>Name</u>	<u>Address</u>
1030	Bethlehem Lutheran Church	1121 Georgia Avenue - One day event to be held 10/19/19 in the gym to include wine.
3354	RCS Empowers Inc.	1607 Geele Avenue - One day event to be held 11/15/19 in the commons area to include beer and wine.
2541	Sheboygan Visual Artists	4902 N. 18 <sup>th</sup> Street- One day event to be held 11/22/19 at EBCO Artworks 1201 Erie Avenue, NE corner of building.
2541	Sheboygan Visual Artists	4902 N. 18 <sup>th</sup> Street- One day events to be held 10/25/19 at EBCO Artworks 1201 Erie Avenue, NE corner of building.
2541	Sheboygan Visual Artists	4902 N. 18 <sup>th</sup> Street- One day events to be held 11/22/19 at EBCO Artworks 1201 Erie Avenue, NE corner of building.

Consent

VII

R. C. No. \_\_\_\_\_ - 19 - 20. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. October 7, 2019.

Your Committee to whom was referred pursuant to R. O. No. 80-19-20 by City Clerk submitting various license applications; recommends granting the following licenses:

BEVERAGE OPERATOR'S LICENSE (NEW) (June 30, 2021)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2941	Altendahl, Gina L.	515 Washington St., Sheb. Falls
2945	Carlson, Michaela M.	326 State Street, Sheb. Falls
7339	Cleveland, Heather A.	2505 Erie Avenue
2943	Gilbert, Amy W.	1238 Geele Avenue Apt. 214
2942	Hendrickson, April M.	611 N. 5 <sup>th</sup> Street
4767	Holzschuh, Susan J.	5016 Moenning Road
0413	Kohler, Charlotte W.	730 Denison Circle, Sheb. Falls
2948	Oppenheimer, Robin J.	2721 S. 7 <sup>th</sup> Street
2949	Russart, Michael J.	1316 New York Avenue
2950	Santana, Alicia	2724 Main Avenue
2946	Vaneffen, Katie F.	3207 S. 10 <sup>th</sup> Street
3089	Walker, Elizabeth A.	612 Superior Avenue

TAXICAB DRIVERS LICENSE (NEW) (December 31, 2019)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2940	Glenzer, Larry W.	4335 Liberty Court #Z105

*Consent*

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Committee

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

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

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

**VI**

R. C. No. \_\_\_\_\_ - 19 - 20. By FINANCE AND PERSONNEL COMMITTEE.  
October 7, 2019.

Your Committee to whom was referred DIRECT REFERRAL R. O. No. 81-19-20 by Finance Director submitting an action plan for the finance department related to but not limited to the audit findings from the 2018 Comprehensive Annual Financial Report ("CAFR"); recommends receiving the plan.

*Consent*

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

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

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

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

**II**

**DIRECT REFERRAL TO FINANCE AND PERSONNEL COMMITTEE**

R. O. No. 81 - 19 - 20. By FINANCE DIRECTOR. September 23, 2019.

Submitting an action plan for the finance department related to but not limited to the audit findings from the 2018 Comprehensive Annual Financial Report ("CAFR").

*Finance  
Personnel  
receive*

\_\_\_\_\_  
Finance Director

## **FINANCE DEPARTMENT ACTION PLAN (September 2019)**

**Goal:** To address the findings by the auditors as identified within the 2018 Comprehensive Annual Financial Report ("CAFR").

**Background:** The Finance Department has been lacking overall strategic planning, operational effectiveness and efficiencies, and has been severely neglected in training and mentoring. The overall department processes, documentation, and policies and procedures are either out dated or lacking altogether.

**Objectives:** Address and correct the audit findings by creating a Finance Department structure and operational functionality that is sustainable, accurate, efficient, and effective long-term.

**Strategies:** Address key components that facilitate the objectives necessary for the department. These include but are not limited to:

- Maintain adequate staffing levels
- Improve office professionalism
- Regular communication to improve information sharing and teamwork (assist those with heavy short-term workloads)
- Regular review of staff job purposes and functions and adjust as necessary
- Regular training for department staff to either maintain or increase necessary skills to perform job functions
- Regular educational updates to increase or maintain knowledge of municipal changes, software updates, and other relevant topics
- Establish, update, and maintain proper documentation and organization of information to improve efficiencies as well as aid in cross coverage of key tasks

**Activities:** Functions or tasks that will need to take place to be able to achieve the overall goal of improvement within the Finance Department. These functions or tasks include but could vary as the needs of the department change.

- Regular staff meetings
- Regular weekly huddles
- Write up process documentation for regular and recurring tasks
- Cross-training staff (back-ups for key tasks)
  - Challenge is to maintain full segregation of duties
- Regular reconciliations of accounts
  - Primary focus to start is cash
- Operational assessment performed by CLA (began 9/16/19 with estimated time to completion of 2 months)
  - Follow-up items will be identified

**Supplemental schedule:** Document showing the focus categories and tracking document for the progress through the improvement initiatives and tasks.

# City of Sheboygan Finance Department

## Categorical Supplemental Schedule

Category	Objective	Started	Completed as of 9/16/19	Expected Completion
<b>Audit</b>	Establish work practices that address concerns from 2018 audit and pro-actively identify, revise and/or correct other weaknesses or risk areas to mitigate audit findings. This category often crosses or is dependent on others such as policy-procedures, cash planning, new plan development, cross training, and system integration.	July 2019	Completion rate is reflected in other categories	
<b>Merge work functions into one system</b>	Improve work flow, efficiency, technological advances, and accuracy of tasks by merging existing work from manual process or aged system (AS400) to single ERP Munis system.	August 2019	0%	June 30, 2020
<b>New Plan Development</b>	Development of plan, process, procedure for work that is new. The work may have been performed in the past, but was discovered to be inconsistent, manual/inefficient and at risk for error and/or fraud. Currently 12 components of this category, each identified as a full project in scope.	August 2019	8%- two projects are partially implemented	2021
<b>Cross Training</b>	Identify and facilitate cross training of co-workers/back up staff for critical functions of Finance. Ensure procedure documentation is created and in place as resource material for critical functions.	September 2019	Position vacancy & move delayed starting.	1 <sup>st</sup> quarter 2020
<b>Policy – Procedures</b>	Few policies and fewer procedures are created for department. All need review and update. Additionally, policy and procedures for all work flows, functions, and overall responsibilities assigned to the Finance Department need to be created and maintained with a review/revise schedule. Several currently undeveloped policies will need to flow through Common Council. To date. 47 have been identified as needing to be updated,	July 2019	19% are draft completed or in testing. 0% fully implemented or trained.	2020

	created, or finalized and tested. Most of these will need to be implemented across city departments with training included.			
<b>Cash Planning</b>	The city currently has no standardized, predictable process to track, trend, project or forecast cash needs. Policy, procedure, tools and resources need to be developed. This also is dependent on other categories such as merging into one system, policy-procedures. This category will also include in depth analysis and system clean up potentially to be effectively implemented. Research how Munis system can be utilized to support cash management and planning- implement if feasible.	July 2019	5%	2020
<b>Tax Collections</b>	Establish comprehensive procedure guide to include all stakeholders and tasks/action steps required in the tax collection process. Identify owners of functions and due dates for tasks to be complete to support a fluid operational flow to a critical component of the city's work. Have a lead point person identified to be accountable for timeliness and accuracy of the tax collections activities and outcomes.	August 2019	5%	End of November 2019 is the goal.

**Notes:**

This document does not include the foundational issues of data set up in the Munis system, how Munis system derived work flows may have been erroneously used in prior years, or how work-arounds and manual-based procedures were implemented in Munis. However, as the above projects and tasks are begun, some or all of these data integrity issues will surface and need to be addressed.

This document does not include the impact of implementing change and change management will affect individuals and departments in accepting and implementing changes. These issues will arise and will require significant time and resources to address and overcome which may impact the goal completion dates.

The department priority list is above and beyond the daily tasks and work flows that must be completed by the department and other stakeholders which may impact the timelines.

VIII

R. C. No. \_\_\_\_\_ - 19 - 20. By FINANCE AND PERSONNEL COMMITTEE.  
October 7, 2019.

Your Committee to whom was referred Res. No. 85-19-20 by Alderpersons Donohue and Bohren authorizing the acceptance of monies from Sheboygan Police Department personnel in the amount of \$3,334.50; recommends adopting the Resolution.

*Consent*

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

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

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

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

III

4.1

Res. No. 85 - 19 - 20. By Alderpersons Donohue and Bohren.  
September 16, 2019.

A RESOLUTION authorizing the acceptance of monies from Sheboygan Police Department personnel in the amount of \$3,334.50.

WHEREAS, the City of Sheboygan Police Department has a standing Honor Guard Unit that is utilized for police functions; and

WHEREAS, the members attached to the Honor Guard Unit approached police supervision requesting upgrades to uniforms being utilized, which were in excess of 25 years old and outdated; and

WHEREAS, the members attached to the Honor Guard Unit advised that they wished to provide \$3,334.50 in personal funds in order to assist with the expenses associated with upgrading the uniforms; and

WHEREAS, in order to upgrade uniforms, the monies were accepted and utilized to assist with the purchase of uniforms and accompanying equipment.

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan Common Council accepts the donation of \$3,334.50.

Finance +  
Personnel  
adopt.

By Lynne Nowlan  
James A. Bohren

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. \_\_\_\_\_ - 19 - 20. By FINANCE AND PERSONNEL COMMITTEE.  
October 7, 2019.

Your Committee to whom was referred Res. No. 86-19-20 by Alderpersons  
Donohue and Bohren authorizing the acceptance of the State of Wisconsin  
WISGrant in the amount of \$4,000; recommends adopting the Resolution.

Consent

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

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

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

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

III

A.2

Res. No. 86 19 - 20. By Alderpersons Donohue and Bohren.  
September 16, 2019.

A RESOLUTION authorizing the acceptance of the State of Wisconsin WISGrant in the amount of \$4,000.

WHEREAS, the City of Sheboygan Police Department previously participated in State of Wisconsin traffic initiatives during the year 2018 and subsequently was chosen in 2019 to receive \$4,000 for that participation, contingent upon purchasing \$4,000 of equipment to be utilized for further local traffic enforcement and notifying the State of Wisconsin of said purchase; and

WHEREAS, in order to follow the guidelines set forth by the State of Wisconsin, the City of Sheboygan Police Department chose to purchase 10 Preliminary Breath Test devices to be utilized to aid Operating While Intoxicated traffic investigations, at a total cost of more than \$4,000; and

WHEREAS, proof of purchase and payment was provided to the State of Wisconsin and subsequent reimbursement was provided to the City of Sheboygan Police Department in the amount of \$4,000.

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan Common Council accepts the State of Wisconsin WISGrant in the amount of \$4,000.

Finance +  
Personnel  
adopt

*William Donohue*  
*James A. Bohren*

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. \_\_\_\_\_ - 19 - 20. By FINANCE AND PERSONNEL COMMITTEE.  
October 7, 2019.

Your Committee to whom was referred Res. No. 87-19-20 by Alderpersons  
Donohue and Bohren authorizing an appropriation in the 2019 Budget (Honor  
Guard); recommends adopting the Resolution.

Consent

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

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

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

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

III

4.3

Res. No. 87 - 19 - 20. By Alderpersons Donohue and Bohren.  
September 16, 2019.

A RESOLUTION to authorize an appropriation in the 2019 Budget.

RESOLVED: That the Finance Director be and is hereby authorized and directed to make the following appropriation in the 2019 Budget for the purpose of:

Establishing appropriation for contributions from nine members of the Sheboygan Police Department Honor Guard Unit to be used for Honor Guard Unit uniform improvements.

General Fund  
Police Department  
Contributions  
10121100-467101

General Fund  
Police Department  
Operating Supplies  
10121100-530210  
\$3,334.50

*Finance +  
Personnel  
adopt.*

*Melissa Bohren*  
\_\_\_\_\_  
*James A. Bohren*  
\_\_\_\_\_

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

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



R. C. No. \_\_\_\_\_ - 19 - 20. By FINANCE AND PERSONNEL COMMITTEE.  
October 7, 2019.

Your Committee to whom was referred Res. No. 88-19-20 by Alderpersons  
Donohue and Bohren authorizing an appropriation in the 2019 Budget  
(WISGrant); recommends adopting the Resolution.

*Consent.*

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

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

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

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

III

44

Res. No. 88 - 19 - 20. By Alderpersons Donohue and Bohren.  
September 16, 2019.

A RESOLUTION to authorize an appropriation in the 2019 Budget.

RESOLVED: That the Finance Director be and is hereby authorized and directed to make the following appropriation in the 2019 Budget for the purpose of:

Establishing appropriation for the WISGrant received to be used for traffic enforcement devices.

General Fund	General Fund	
Police Department	Police Department	
Contributions	Operating Supplies	
10121100-434211	10121100-530210	\$4,000.00

Finance Personnel  
adopt.

James A. Bohren  
James A. Bohren

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. \_\_\_\_\_ - 19 - 20. By PUBLIC WORKS COMMITTEE. October 7, 2019.

Your Committee to whom was referred Res. No. 91-19-20 by Alderpersons Wolf and Sorenson authorizing executing an easement for a mini-storm sewer (Vanginkle); recommends adopting the Resolution.

Consent

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

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

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

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

III

4.7

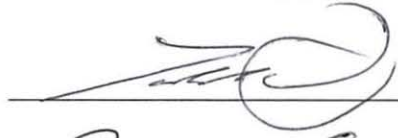
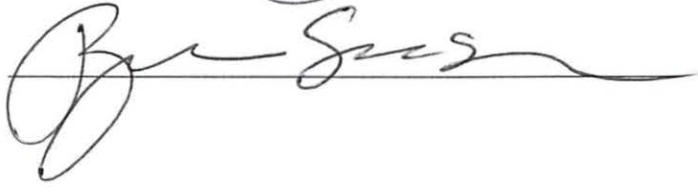
Res. No. 91 - 19 - 20. By Alderpersons Wolf and Sorenson.  
September 16, 2019.

A RESOLUTION authorizing executing an easement for a mini-storm sewer.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to execute the attached Easement for the City to construct a mini-storm sewer at the following location:

Nicole S. Vanginkle, 2409 Mayflower Avenue, Sheboygan, WI

Public Works  
adopt

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

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

**EASEMENT**

**THIS INDENTURE**, made this \_\_\_\_ day \_\_\_\_\_, 2019, by Nicole S. Vanginkle a single person residing at 2409 Mayflower Avenue, Sheboygan, Wisconsin 53081, "**GRANTOR**," and the City of Sheboygan, a Municipal Corporation of the State of Wisconsin, "**GRANTEE**";

Return To:  
City Attorney  
828 Center Avenue  
Sheboygan WI 53081-4442

59281- 621220

Tax Parcel No.

**WITNESSETH:**

**KNOW ALL MEN BY THESE PRESENTS**, that the said **GRANTOR**, in consideration of the sum of one (\$1.00) dollar and other valuable consideration in hand paid by said **GRANTEE**, receipt whereof is hereby confessed and acknowledged, and the covenants hereinafter contained, hereby grants a permanent easement to **GRANTEE** for municipal purposes, to construct and maintain a mini-storm sewer in, under, a part of the Southwest ¼ of the Southwest ¼ of Section 10, Town 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin and being more particularly described as follows:

Beginning at the Southwest corner of Lot 3, Block 2 of the Plat of Jetzer's Park Side Addition as recorded in Volume 9 of Plats on Page 51 as Document 661517 in the Sheboygan County Register of Deeds Office; thence Southerly along a line parallel with the East line of said Lot 3, a distance of 8 feet; thence Easterly along a line parallel with the South line of said Lot 3, a distance of 60 feet; thence Northerly along a line parallel with the West line of said Lot 3, a distance of 8 feet to said South line of Lot 3; thence Westerly along said South line of Lot 3, a distance of 60 feet to the Southwest corner of said Lot 3 and the Point of Beginning, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN

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

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

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

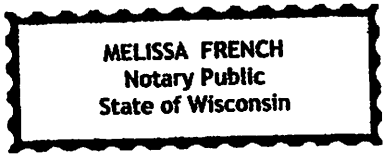
IN WITNESS WHEREOF, the GRANTOR, has caused the execution of this document on this 30 day of August, 2019.

Nicole Vanginkle  
Nicole Vanginkle  
(Sign in the presence of a Notary Public)

\_\_\_\_\_  
Property Owner Name  
(Sign in the presence of a Notary Public)

STATE OF WISCONSIN )  
  ) §  
SHEBOYGAN COUNTY )

Personally came before me, this 30 day of August, 2019, Nicole Vanginkle, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.



Melissa French  
\_\_\_\_\_  
Notary Public-Sheboygan County  
My commission expires 9.27.2022

ACCEPTED BY: CITY OF SHEBOYGAN

BY: \_\_\_\_\_  
Michael Vandersteen  
Mayor

ATTEST: \_\_\_\_\_  
Meredith DeBruin  
City Clerk

STATE OF WISCONSIN     )  
  ) §  
SHEBOYGAN COUNTY     )

Personally came before me, this \_\_\_\_\_ day of \_\_\_\_\_, 2019, Michael Vandersteen, Mayor, and Meredith DeBruin, City Clerk, of the above-named municipal corporation, to me known to be such Mayor and City Clerk of said corporation, and acknowledged that they executed the foregoing instrument as such officers of said corporation, by its authority.

\_\_\_\_\_  
\_\_\_\_\_  
Notary Public-Sheboygan County  
My commission expires \_\_\_\_\_

Acceptance is authorized by and in accordance with Res. No. \_\_\_\_\_.

This instrument drafted by:

Charles C. Adams  
Wisconsin State Bar No. 01021454

I

Com. No. \_\_\_\_\_ - 19 - 20. By CITY CLERK. October 7, 2019.

Submitting a communication from Chris Merklein, Director of Development, Van Horn Real Estate, requesting an encroachment for Kingsbury Village Apartments (Encroachment Area #1 = 36.125 square feet).

Plan-  
COMMISSIONER

---

City Clerk



OCT 1 '19 PM 1:25

REAL ESTATE

October 1, 2019

City of Sheboygan  
828 Center Avenue  
Sheboygan, WI 53081

Attn: Mayor Mike Vandersteen & Common Council

Re: Encroachment Request – Kingsbury Village Apartments

Dear Mr. Mayor and Common Council Members,

As you are aware, Van Horn Development LLC and Kingsbury Village LLC are developing a 33-unit luxury apartment project on the former Kingsbury Brewery site in Sheboygan. The Kingsbury site is triangle-shaped parcel including 1.791 acres. We have worked closely with City of Sheboygan Representatives in the design of the site and buildings. Everything has been approved by the Plan Commission, Architectural Review Board, and Common Council.

The site design was challenging for several reasons. We were able to successfully design the project to have enough parking, storm water management space, dumpster corral, and required turn radiuses, etc. However, making all of this fit on the small site required us to place some hard surfaces on city-owned property. In total, there are three (3) separate areas that require us to create encroachments.

- Encroachment Area #1 = 36.125 square feet
- Encroachment Area #2 = 1,939.61 square feet
- Encroachment Area #3 = 1,503.44 square feet
- TOTAL ENCROACHMENT AREA = 3,479.175 square feet

The required site plans, survey, and legal descriptions are attached for your review. Additionally, a check for \$5,218.76 accompanies this submittal. If you have any questions please do not hesitate to contact me directly. This approval is the final step before we can get started with construction. With the Wisconsin winter months approaching quickly, we are anxious to get started.

Sincerely,

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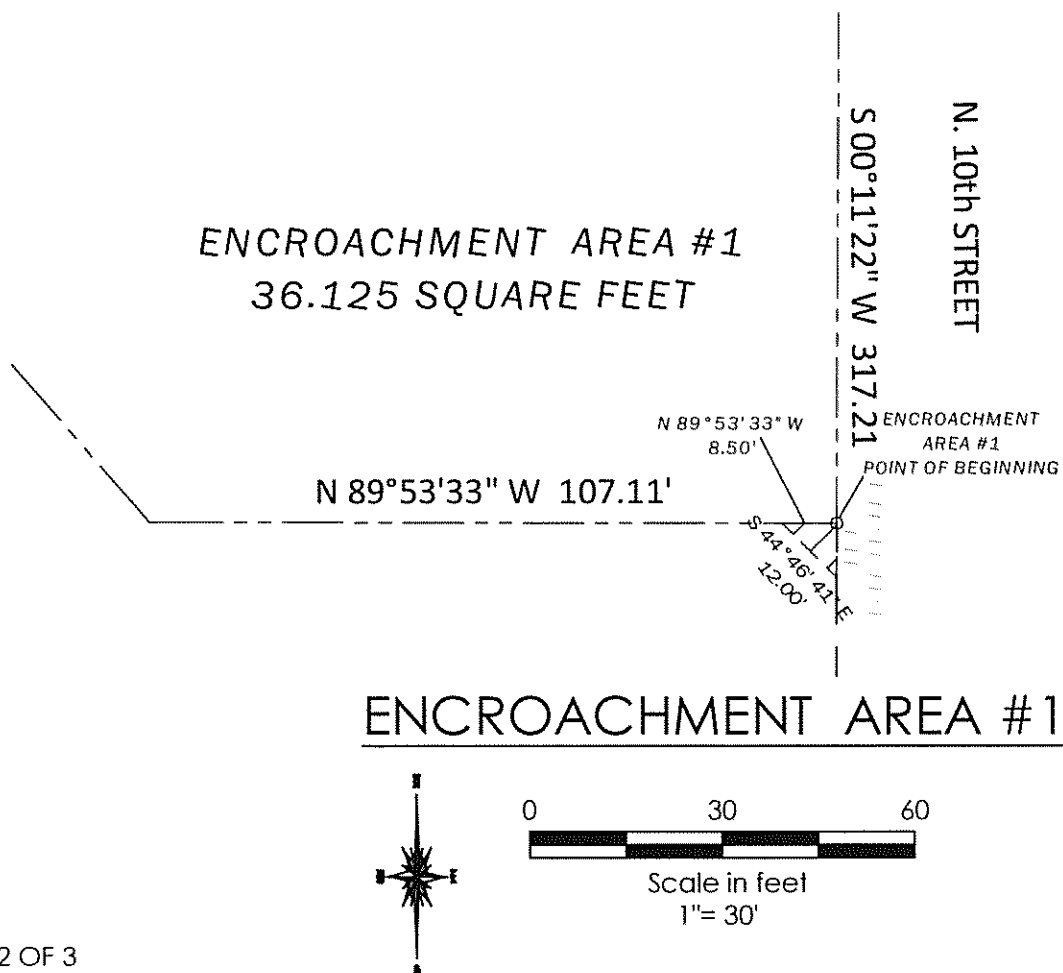
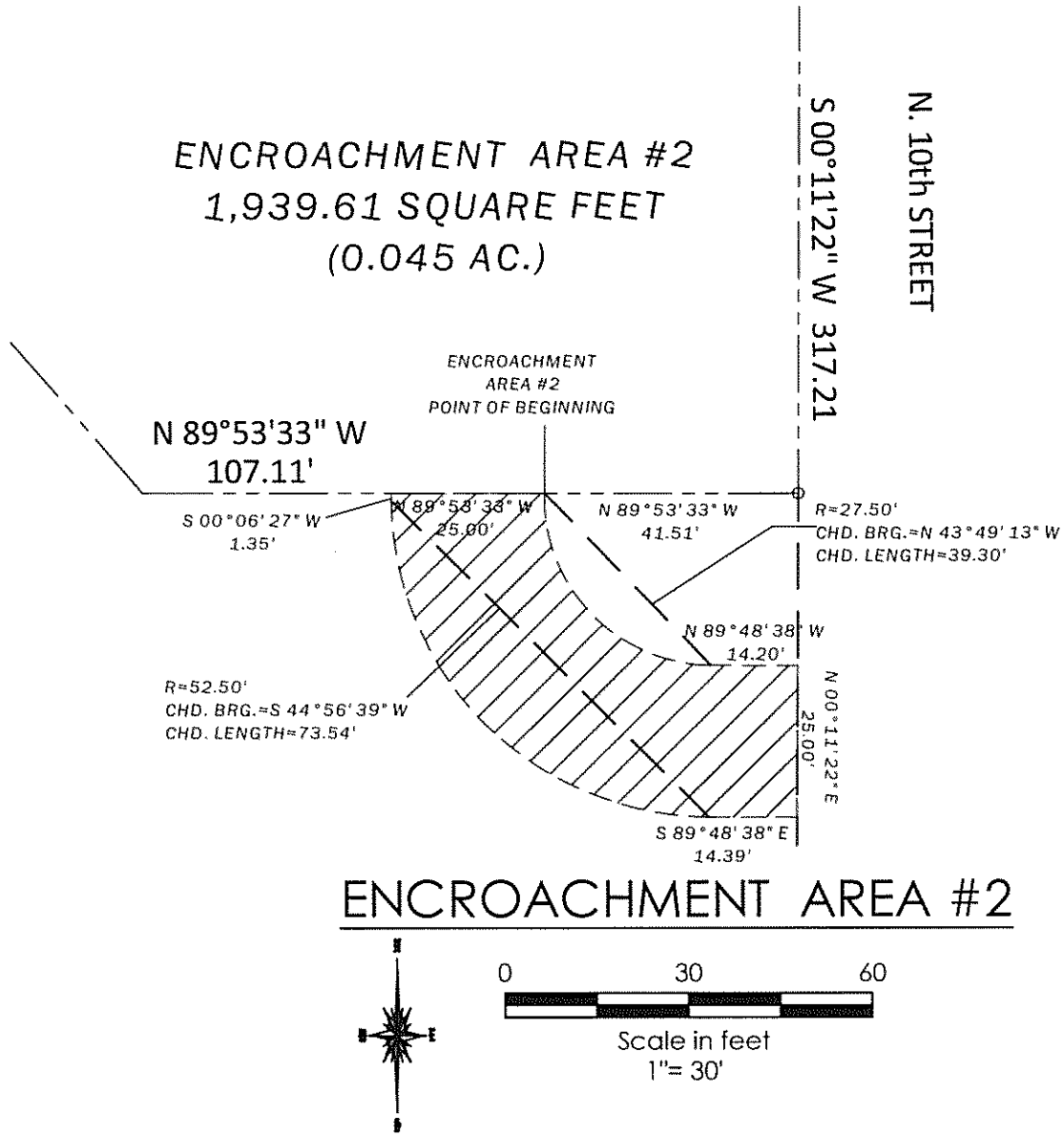
**Chris Merklein**  
Director of Development  
[chris@vanhornre.com](mailto:chris@vanhornre.com)  
920.838.6628

Van Horn Development, LLC • W5073 County Road O, Plymouth, WI 53073  
920-892-6466 • VanHornRE.com



# Encroachment Map - Exhibit B for Kingsbury Village

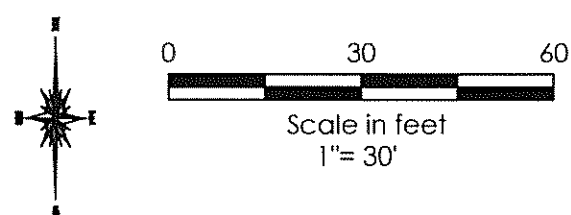
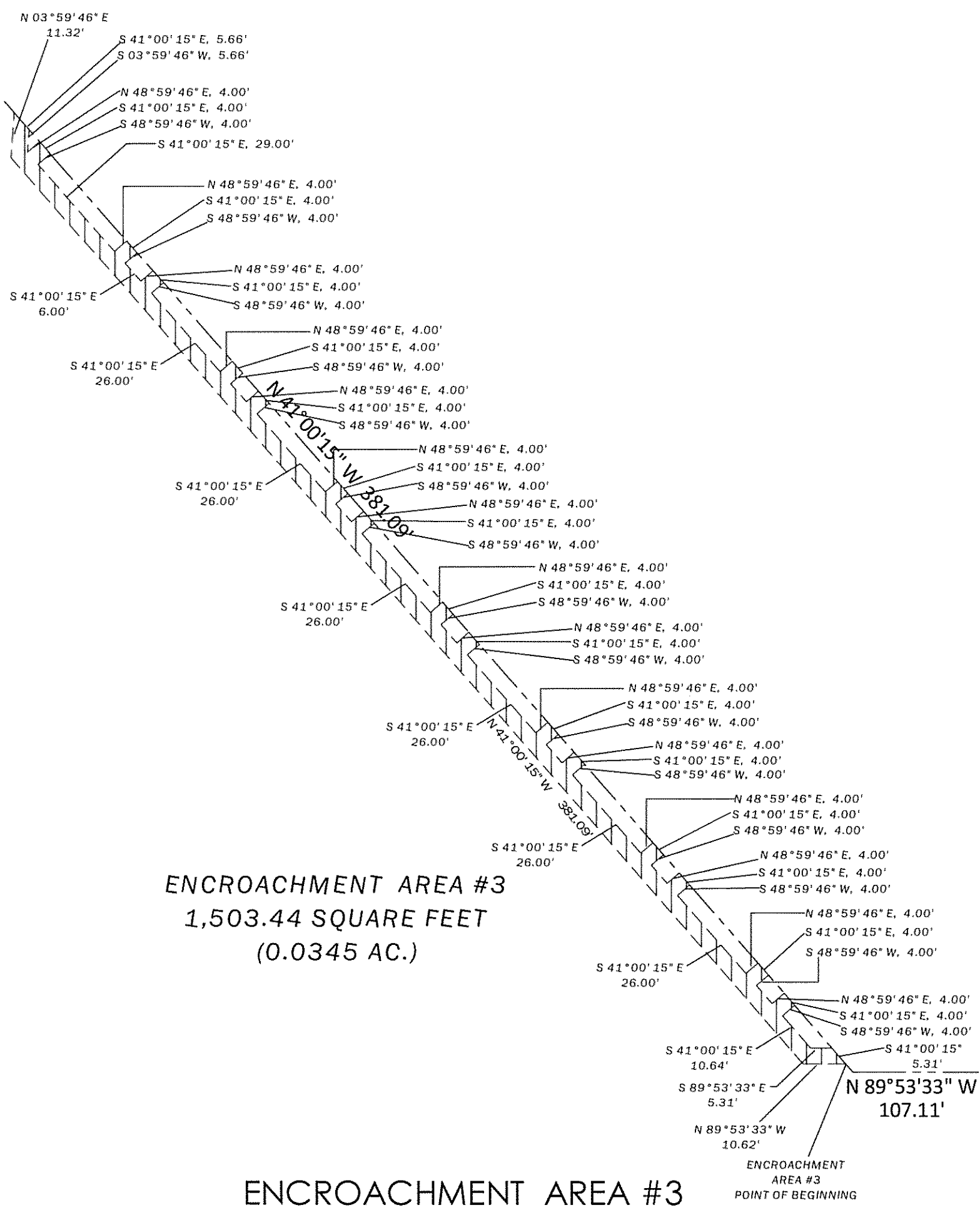
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# Encroachment Map - Exhibit C

## for Kingsbury Village

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**I**

Com. No. \_\_\_\_\_ - 19 - 20. By CITY CLERK. October 7, 2019.

Submitting a communication from Chris Merklein, Director of Development, Van Horn Real Estate, requesting an encroachment for Kingsbury Village Apartments (Encroachment Area #2 = 1939.61 square feet).

*Plan  
COMMISSION*

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



OCT 1 10 PM 1:25

October 1, 2019

City of Sheboygan  
828 Center Avenue  
Sheboygan, WI 53081

Attn: Mayor Mike Vandersteen & Common Council

Re: Encroachment Request – Kingsbury Village Apartments

Dear Mr. Mayor and Common Council Members,

As you are aware, Van Horn Development LLC and Kingsbury Village LLC are developing a 33-unit luxury apartment project on the former Kingsbury Brewery site in Sheboygan. The Kingsbury site is triangle-shaped parcel including 1.791 acres. We have worked closely with City of Sheboygan Representatives in the design of the site and buildings. Everything has been approved by the Plan Commission, Architectural Review Board, and Common Council.

The site design was challenging for several reasons. We were able to successfully design the project to have enough parking, storm water management space, dumpster corral, and required turn radiuses, etc. However, making all of this fit on the small site required us to place some hard surfaces on city-owned property. In total, there are three (3) separate areas that require us to create encroachments.

- Encroachment Area #1 = 36.125 square feet
- Encroachment Area #2 = 1,939.61 square feet
- Encroachment Area #3 = 1,503.44 square feet
- TOTAL ENCROACHMENT AREA = 3,479.175 square feet

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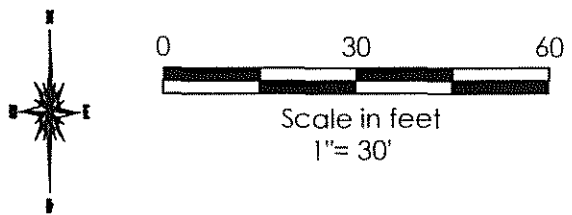
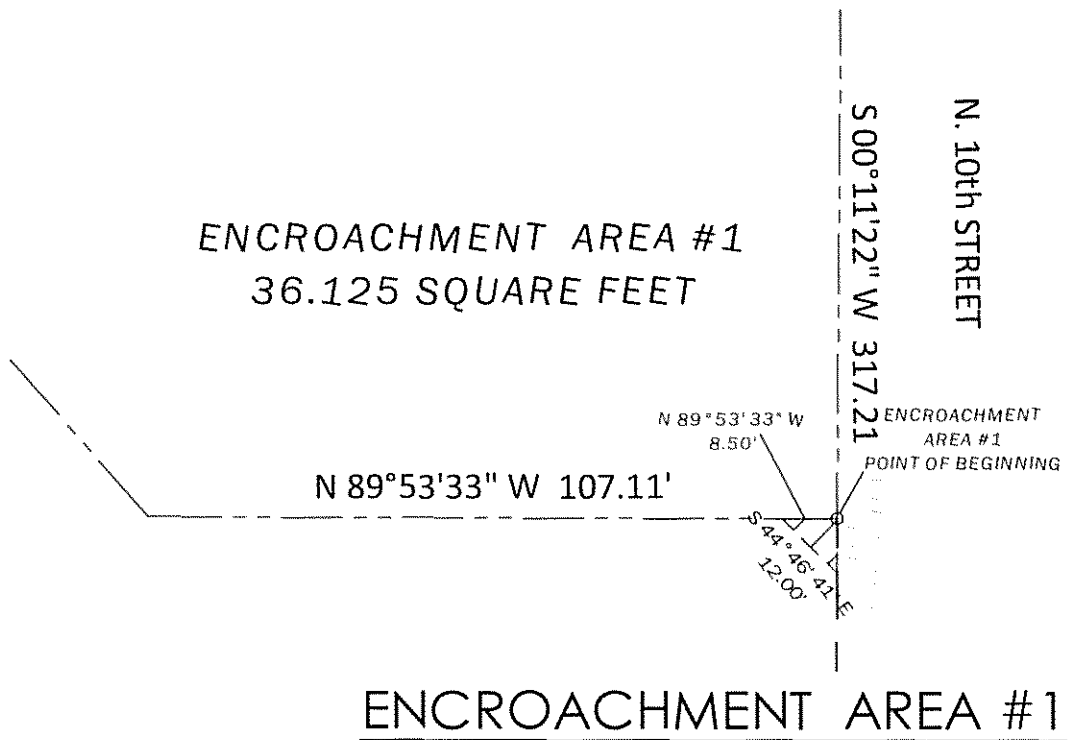
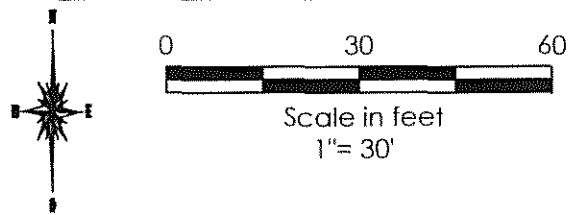
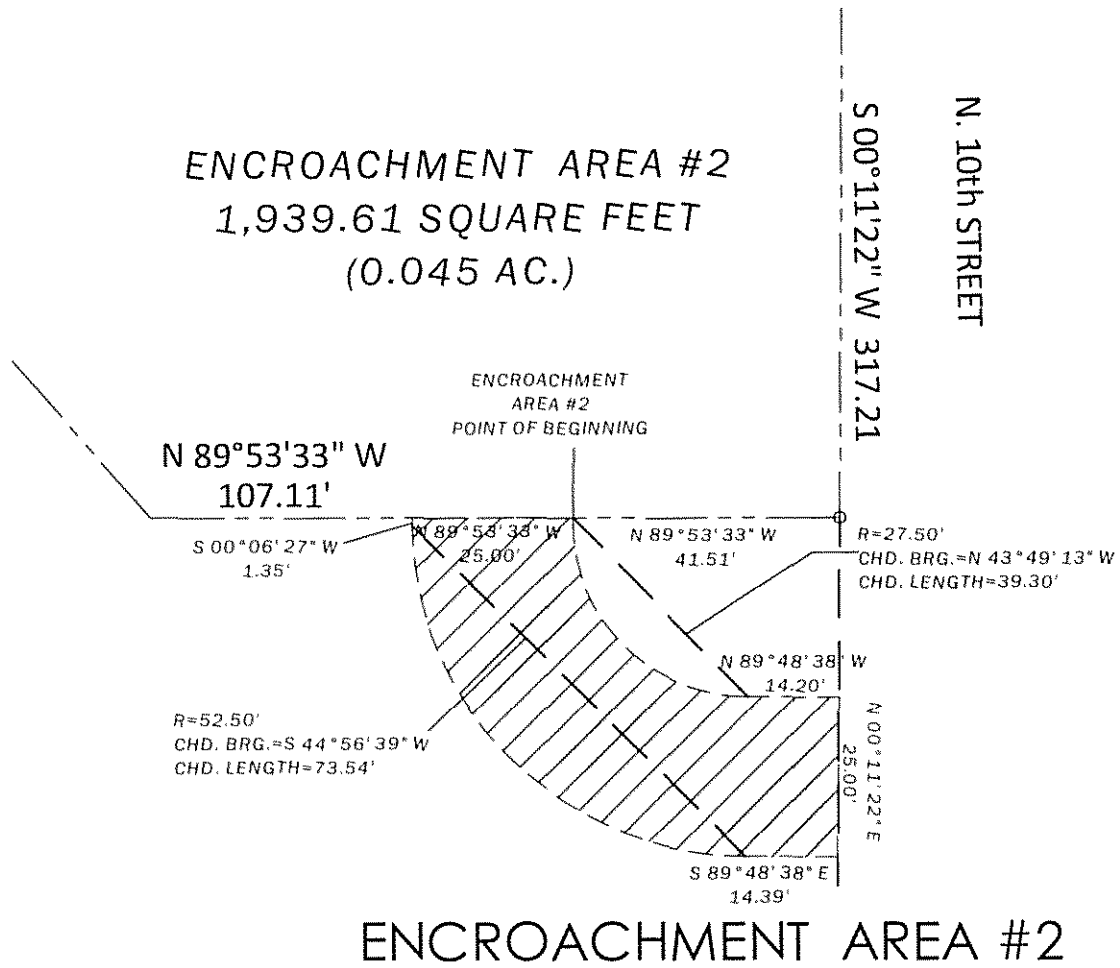
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**Chris Merklein**  
Director of Development  
[chris@vanhornre.com](mailto:chris@vanhornre.com)  
920.838.6628



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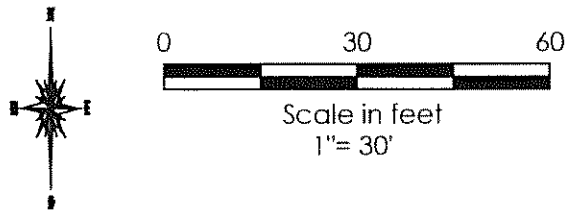
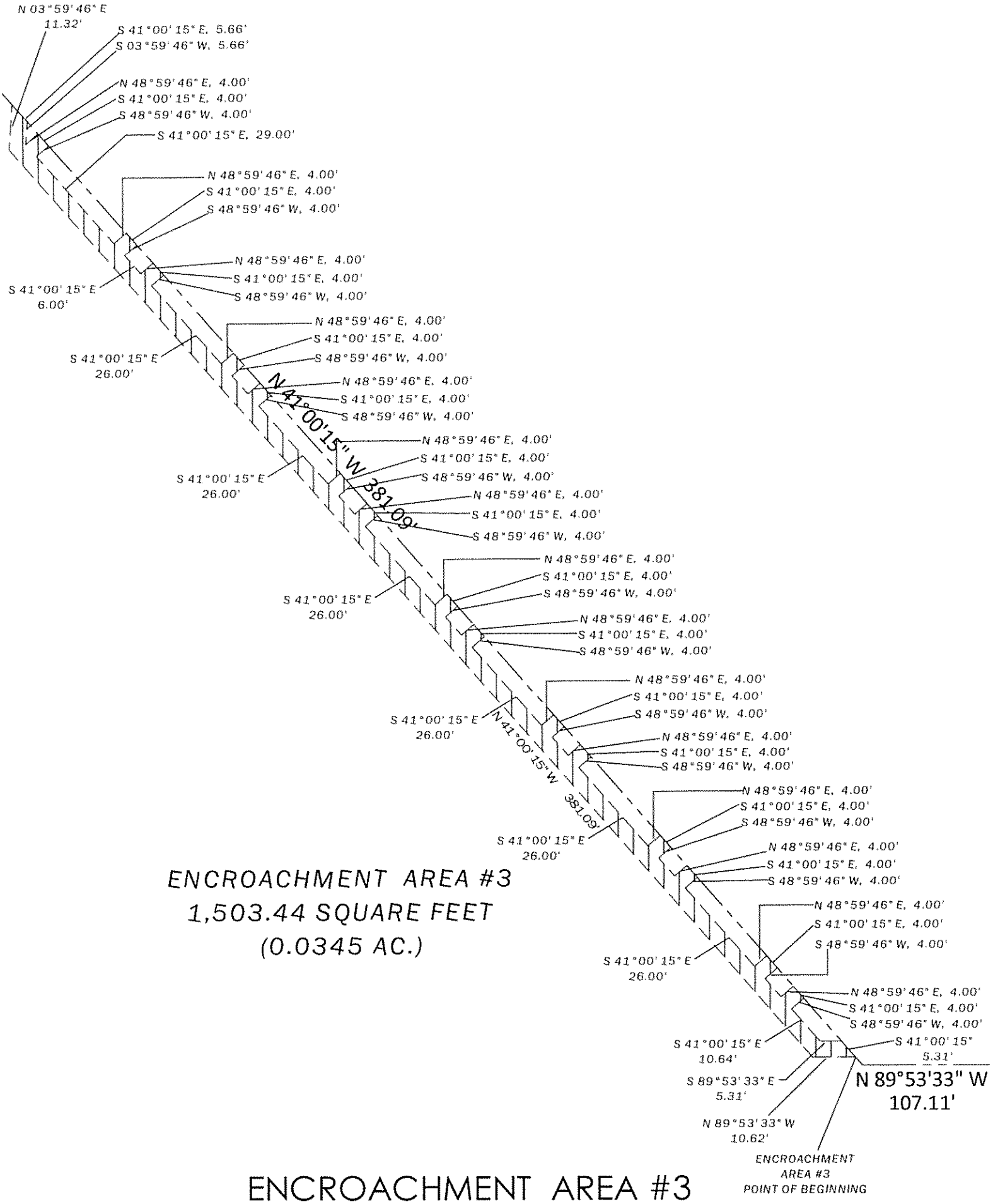
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# Encroachment Map - Exhibit C

for  
Kingsbury Village

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Submitting a communication from Chris Merklein, Director of Development, Van Horn Real Estate, requesting an encroachment for Kingsbury Village Apartments (Encroachment Area #3 = 1503.44 square feet).

*Plan  
Commission*

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



001 1:19 PM 1:25

REAL ESTATE

October 1, 2019

City of Sheboygan  
828 Center Avenue  
Sheboygan, WI 53081

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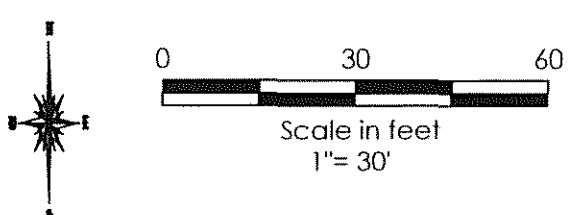
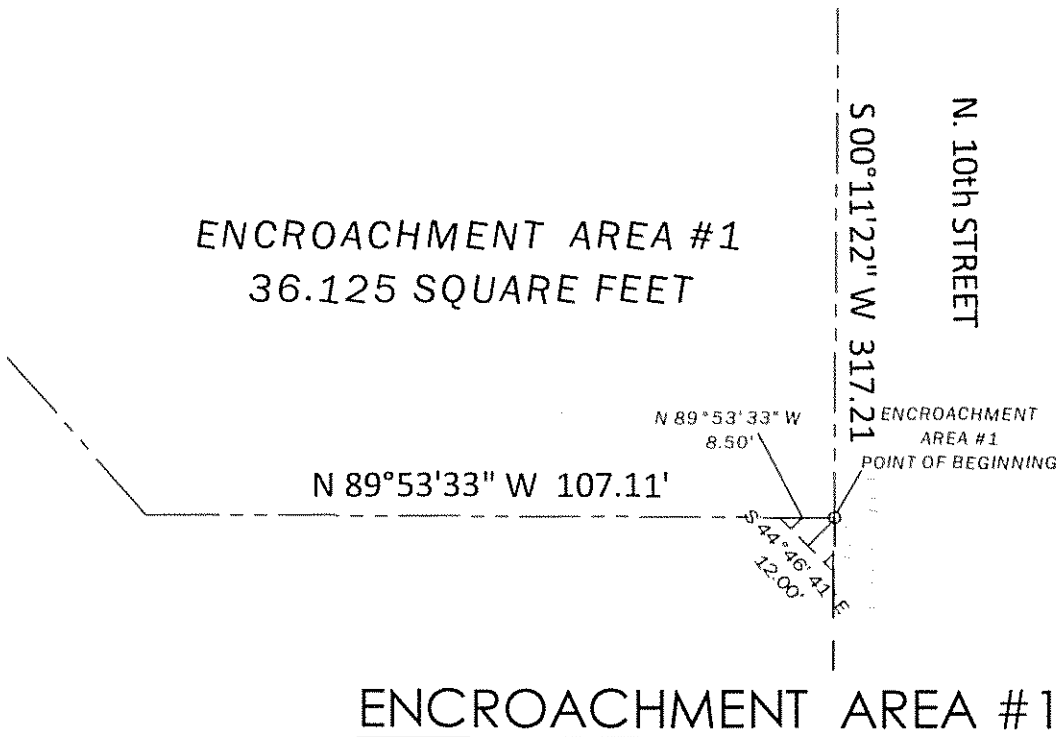
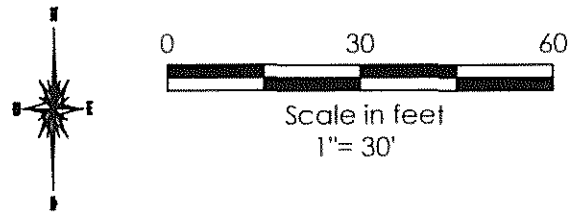
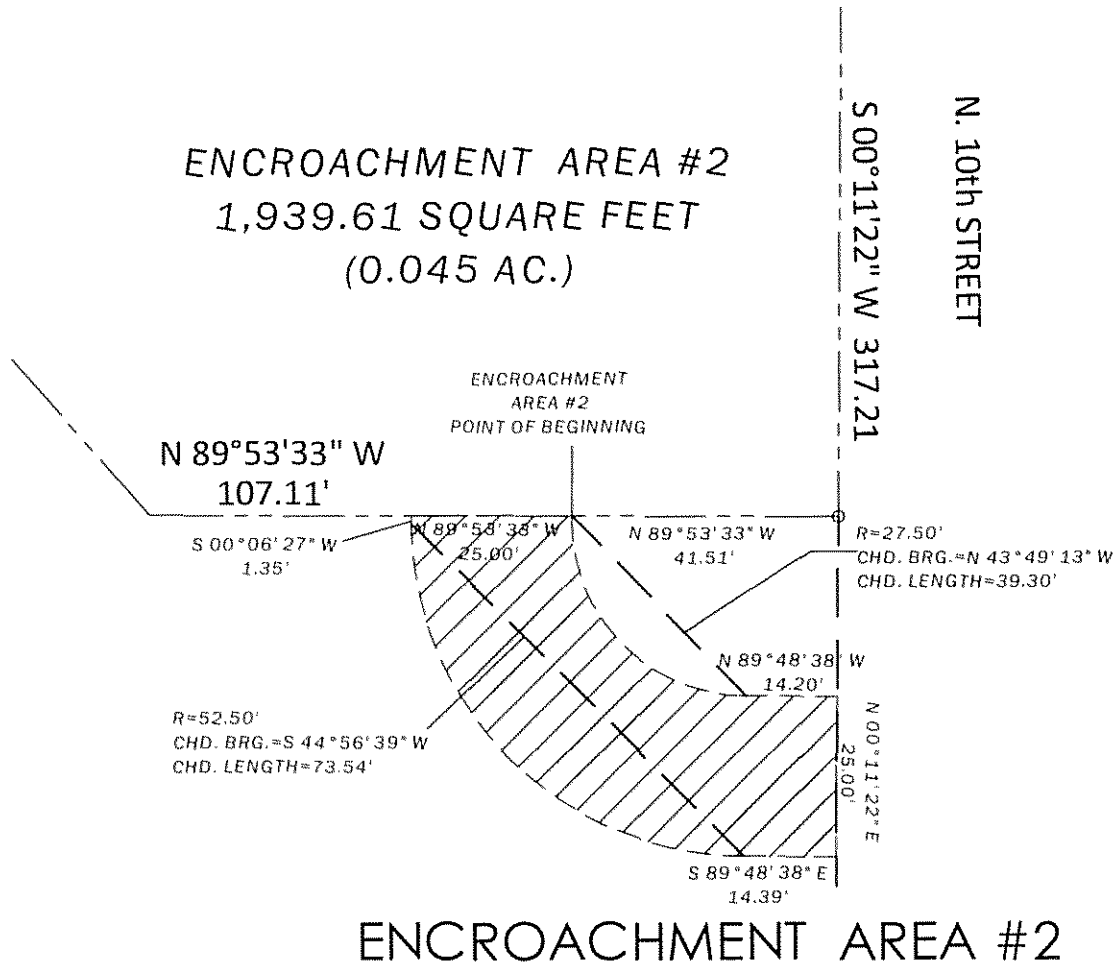
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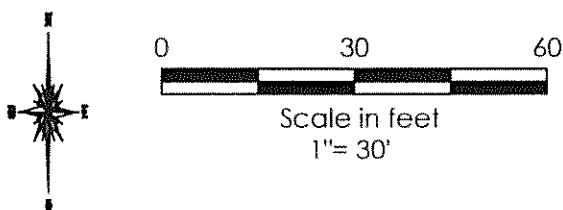
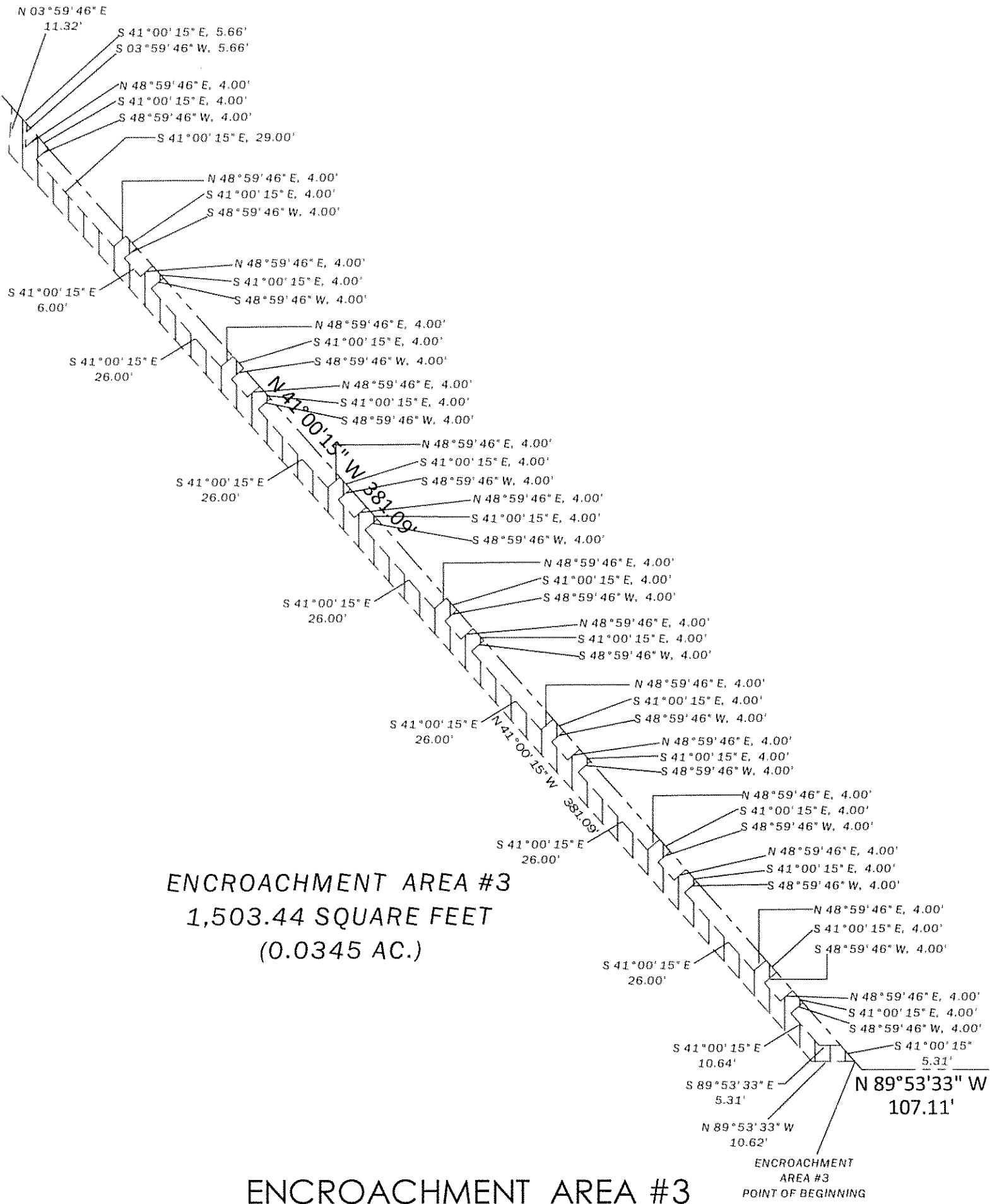
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# Encroachment Map - Exhibit C

for  
Kingsbury Village

Lot 1, 2, 3, 4, 5, 6, 9, 10, 11 and 12 of Block 132 (Being all of Block 132 as platted in the Original Plat, City of Sheboygan, located in the NW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$ , Section 23, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin.



III

R. O. No. \_\_\_\_\_ - 19 - 20. By SENIOR SERVICES COMMISSION. October 7, 2019.

Your Commission to whom was referred R. O. No. 79-19-20 by Director of Senior Services submitting the final Livable Communities Action Plan, City of Sheboygan, Wisconsin, dated August 2019; recommends receiving the R. O. and Livable Communities Action Plan.

reg

\_\_\_\_\_  
SENIOR SERVICES COMMISSION

II

R. O. No. 79-19-20. By DIRECTOR OF SENIOR SERVICES. September 16, 2019.

Submitting the final Livable Communities Action Plan, City of Sheboygan, Wisconsin, dated August 2019.

*Senior Services  
Commission*

\_\_\_\_\_  
Director of Senior Services



# Livable Communities Action Plan

## City of Sheboygan, Wisconsin

August 2019



**LIVABLE**  
**SHEBOYGAN**  
a community for all

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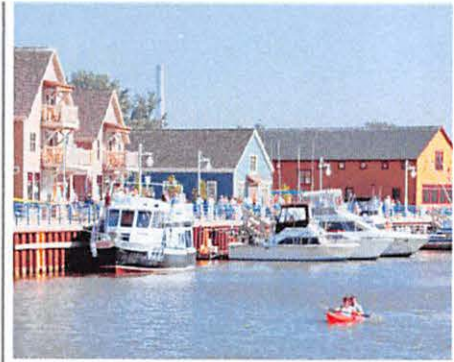
**Acknowledgments** 11

**Appendix**

**Livability Plan Action Items Matrix**

## Livable Sheboygan Committee Members

Pastor Abraham, Comunitario Centro La Cima  
Carrie Arenz, City of Sheboygan  
Sarah Beckman, Habitat for Humanity Lakeside  
Jeannie Bogardus, Senior Services Commission  
Judy Gmach, AARP Advocate  
Craig Grabhorn, Local artist  
Darrell Hofland, City of Sheboygan  
Lisa Hurley, ADRC of Sheboygan County  
Jane Jensen, UW Extension  
Tom Malmstad, United Way of Sheboygan County  
Nancy Maring, City of Sheboygan  
Rich Miesfeld, Lakeland University  
John Motiska, Harbor Centre BID  
Mary Motiska, Sheboygan County EDC  
Derek Muench, Shoreline Metro  
Emily Nuernberg, Habitat for Humanity Lakeside  
Doug Palmer, Kohler Co.  
Chad Pelishek, City of Sheboygan  
Grazia Perrella, Sheboygan Resident  
Kelly Rohde, Mead Public Library  
Jon Rost, Hearthstone  
Vicky Schneider, Senior Activity Center  
Sarah Schwefel, City of Sheboygan  
Michael Vandersteen, City of Sheboygan  
Darrin Wasnieswki , AARP  
Saleen Yang, Hmong Mutual Assistance Association



## Community Partners

City of Sheboygan	AARP Advocate
John Michael Kohler Arts Center	Mead Public Library
AARP	ADRC of Sheboygan County
Kohler Company	Sheboygan County Economic Development Corporation
Habitat For Humanity Lakeside	Centro Comunitario La Cima
Sargento	Lakeland University
UW Extension Sheboygan	Hmong Mutual Assistance Association
Senior Services Commission	United Way of Sheboygan County
Harbor Centre BID District	
Hearthstone	

## Background

Sheboygan is a city of approximately 48,200 people in Sheboygan County, Wisconsin. The city is bordered by Lake Michigan on the east, Interstate 43 on the west, the Town of Sheboygan to the north, and Town of Wilson to south. Known as “The Spirit on the Lake,” the City of Sheboygan rests on the Lake Michigan shores, at the halfway point of the state’s eastern seaboard. Historically, hard-working northern Europeans settled Sheboygan and shaped it into the manufacturing powerhouse it continues to be. Over time, Sheboygan has welcomed a more diverse population while continuing its tradition of a strong work ethic. Sheboygan residents enjoy working hard and playing hard. The positioning of Sheboygan on Wisconsin’s Lake Michigan coast,

combined with access to the Sheboygan River and the proximity to outstanding state parks, allows residents and tourists a plethora of recreational activities.

Examining key demographic and economic indicators provides a baseline understanding of the city’s current situation and its opportunities for future focus. Data indicates that Sheboygan is a prosperous coastal community known for its manufacturing base, educational facilities, diverse residents, and quality, affordable housing. These facts, along with a number of key assets, contribute to the city’s strength. However, Sheboygan’s shifting demographic profile and changing position in the region indicate the city needs to consider new approaches and strategies to maintain success. Key economic and demographic indicators for the city are:



- Sheboygan’s 2018 population was 48,203 representing a four percent decrease since 2000. The city’s household size is also shrinking from an average of 2.99 persons per household in 1970 to 2.38 in 2010.
- Sheboygan’s homes are significantly more affordable compared to the county and neighboring communities.
- Sheboygan’s population is more diverse than neighboring communities and the county. In 2000, 12.4 percent of the city’s population was non-white according to 2000 Census data. In 2018, that number increased to 20.8 percent.
- According to 2016 Census data, the city’s median household income was \$44,134. The median age in Sheboygan is 36.6 years compared to the State of Wisconsin at 39.4 years.
- 91.6 percent of residents have achieved a high school diploma or higher. 23.6 percent of residents have received a bachelor’s degree or higher, per 2016 Census data.

AARP Livability Index rates Sheboygan’s Livability Index Score as a total of 64/100, indicating strengths in Transportation, Opportunities and Engagement. Sheboygan strengths also include exceptional full-time police and fire departments. The Sheboygan Police Department consists of the 83 full-time sworn officers, providing 24-hour police protection. The Sheboygan Fire Department consists of the 74 sworn officers, providing 24-hour fire and emergency medical services to the residents of Sheboygan.

## Background Continued

The City of Sheboygan operates a premier public transportation system known as Shoreline Metro. Service is offered Monday through Saturday, with most routes operating on a 30-minute schedule. In 2018, Shoreline Metro contracted with the Sheboygan Area School District (SASD) to provide free bus service year-round to their students.

SASD serves nearly 9,200 students in 26 schools, providing a wide variety of educational opportunities, ranging from four-year old kindergarten to college courses offered at the high school level. All instruction is provided by a highly-educated teaching staff. The State of Wisconsin standards for teaching licenses are among the highest in the nation.

Sheboygan is proud to host the University of Wisconsin Green Bay, Sheboygan campus located within its municipal boundaries.



## History of Livable Sheboygan Committee Work

Shortly after Sheboygan joined the American Association of Retired Persons (AARP) Network of Age-Friendly Cities initiative, a task force was formed to create an action plan to make Sheboygan more livable. Recognizing the importance of inclusion, the task force chose to focus on livability rather than age-friendliness, and named themselves "Livable Sheboygan." Livable Sheboygan includes members from local advocacy groups, non-profits, City of Sheboygan staff, economic development professionals, the arts community, and members of the business improvement district. The mission developed by Livable Sheboygan involves promoting positive attributes of the community through collaboration, advocacy, and engagement. The group is committed to building partnerships and effective communication with stakeholders in our community.

Livable Sheboygan sponsored community outreach to promote and discuss livability in late fall of 2018. This outreach included five community listening sessions guided by the AARP livability listening session manual. These sessions gathered feedback from residents to reflect on our city's condition and services offered specifically to people as they age. Outreach included listening sessions and surveys conducted in Spanish, an appearance on Hmong Radio, a booth at the Hmong New Year celebration, an informational booth at the Sheboygan Farmers Market, and promotion at the Levitt Amp Outdoor Concert Series. Presentations were made to city department heads to inform them of the efforts of Livable Sheboygan and to gather information on initiatives each department has undertaken related to age-friendliness and livability.

## Mission and Vision

**Mission Statement:** To promote the positive attributes of Sheboygan through collaboration, advocacy, and engagement.

**Vision Statement:** That all community stakeholders are connected to and demonstrate pride in the City of Sheboygan.



### Eight Domains of a Livable Community

The eight domains of a livable community is a framework developed by the World Health Organization and promoted by AARP. The framework allows communities to organize their work to become more age friendly and livable; not just for older adults, but for people of all ages. The eight domains are as follows:

- **Outdoor Spaces and Buildings** - Outdoor Spaces and Buildings refer to the public places of gathering in the community. Public buildings and spaces should be easily accessible and welcoming to people with limited mobility.
- **Transportation** - The Transportation domain covers public transportation and all of the various ways that people move about the community.
- **Housing** - The housing domain asks communities to ensure that there are ample housing options for older adults in the community, including handicap accessible private homes, subsidized housing for seniors and affordable assisted living.
- **Social Participation** - Access to leisure and cultural activities, including opportunities for older residents to socialize and engage with their peers as well as with younger people.
- **Respect and Social Inclusion** - Programs that promote ethnic and cultural diversity, as well as multigenerational interaction and dialogue.
- **Civic Participation and Engagement** - Paid work and volunteer activities for older residents and opportunities to engage in the formulation of policies relevant to their lives.
- **Communication and Information** - Access to communications technology and other resources so older residents can connect with their community, friends, and family.
- **Community and Health Services** - Access to home-based care services, health clinics and programs that promote wellness and active aging.

# OUTDOOR SPACES AND BUILDINGS

Outdoor Spaces and Buildings refer to the public places of gathering in the community. Public buildings and spaces should be easily accessible and welcoming to people with limited mobility.

Sheboygan continues to rank high in this domain during our survey and exploration phase. Outdoor spaces and buildings is included in the City of Sheboygan's strategic plan under Quality of Life. 87 percent of survey participants indicated the quality of life in Sheboygan was excellent, very good, and good. This is an overall increase of 13 percent since the 2016 Community Survey. 2016 was the first time a community survey was completed.

Sheboygan's waterfront continues to be the number one asset of the community. Sheboygan's miles of lakefront, sandy beaches and navigable river entice thousands of residents and tourists each year. The area has become a natural resource destination and brings in millions of dollars in visitor spending per year.

Sheboygan maintains over 76 acres of parkland. As the city and neighboring areas continue to grow, the demand on existing programs, facilities, and park areas are anticipated to grow proportionally. Sheboygan intends to continue its tradition of providing top-quality, outdoor recreational opportunities for its residents.

Downtown Sheboygan has a walkability score of 83/100 and bike score of 89/100 per WalkScore.com. Downtown Sheboygan, Riverfront, and South Pier are in the midst of an important revival. Downtown Sheboygan is a cultural destination complete with art, music, nightlife and dining. Downtown Sheboygan is also experiencing a number of new, large-scale, residential complexes providing the growing number of resident the robust, walkable, urban lifestyle they are looking for.

Livable Sheboygan proposes to:

- Communicate and promote an ADA assessment plan, make recommendations, and advocate for all city facilities to be brought up to code.
- Inventory and promote current accessible amenities throughout the City of Sheboygan.
- Improve the perception of neighborhood safety.



# TRANSPORTATION

The Transportation domain covers public transportation and all of the various ways that people move about the community.

Transportation options available in Sheboygan are excellent for a community with a population under 50,000. Sheboygan has a city-operated public transportation service known as Shoreline Metro providing service Monday through Saturday to Sheboygan and the surrounding cities, towns and villages. All buses are equipped with bike racks and accessible features for mobility concerns. Shoreline Metro also offers an on-demand para transit service for door-to-door service for the elderly for medical appointments at a subsidized rate from Sheboygan County. Bus ridership on fixed routes has increased by 14 percent in 2018, a 16 year high in ridership. Shoreline Metro also operates the Metro Trolley during the summer months to connect the downtown and lakefront districts. This service is available to residents and tourists.

Sheboygan also has a number of privately owned taxi services and ride-sharing services, one example being Uber. In July 2005, the U.S. Congress adopted a new transportation budget including special provisions to create a Non-motorized Transportation Pilot Program. Sheboygan County was one of four communities in the country selected to participate. As part of the program, Sheboygan County received nearly \$25 million over four years to develop a network of pedestrian and bicycle facilities that connect neighborhood. The City of Sheboygan received the largest share of these funds, used to invest in new trails to promote non-motorized transportation.

Sheboygan also realized the need to provide alternative forms of transportation. In 2020, Sheboygan will implement a bike share program allowing residents and visitors the ability to rent bicycles to navigate the downtown and lakefront areas.

Livable Sheboygan endorses the following activities as it relates to transportation:

- Create large font maps and other public information to assist in wayfinding.
- Provide adequate wayfinding signage around the city.



# HOUSING

The housing domain asks communities to ensure that there are ample housing options for older adults in the community, including handicap accessible private homes, subsidized housing for seniors and affordable assisted living.

The majority of the housing stock in Sheboygan is pre-1940 vintage. This poses challenges for residents that prefer to live in a newer, affordable house. During community listening sessions, discussion centered around affordable housing opportunities, senior living, aging-in-place opportunities, and being able to live in close proximity to downtown.

Sheboygan offers a variety of housing options for older residents across a spectrum of needs – including independent living, assisted living, secured memory care, and skilled nursing care. Several of the options include supportive services. Sheboygan does not, however, provide a comprehensive continuum of care model in the same facility.

A number of local efforts are underway to improve the availability of housing for older adults, including affordable housing. Currently under construction is a 118-unit affordable housing development based on income in the former tannery property. Also, the city is currently undertaking a Riverbend Master Plan and one proposed use for the former Mayline property along the Sheboygan River is to redevelop the property with aging-in-place senior housing.

To address the Housing domain, Livable Sheboygan proposes to complete the following:

- Research and recommend programs and activities which encourage people of all ages to be connected to their communities and to remain in the own homes.
- Research and promote housing assistance programs for aging in place.



# SOCIAL PARTICIPATION

Access to leisure and cultural activities, including opportunities for older residents to socialize and engage with their peers as well as with younger people.



According to the World Health Organization, social participation has significant benefits above and beyond adding entertainment to a lifestyle. Social participation is connected to positive health and well-being outcomes, including a longer lifespan, lower rates of depression, and feelings of empowerment. However, as an individual grows older, opportunities to participate socially can be more challenging due to physical changes or a lack of accessible transportation. As a result, in order for older adults to participate, social opportunities must be close to home, varied, and consistently occurring.



Fortunately, for the residents of Sheboygan have many options for social participation already exist. Residents interact with each other numerous times a week/month through a variety of venues including but not limited to the Senior Activity Center, Mead Public Library and the John Michael Kohler Arts Center.



Seniors in Sheboygan can easily miss out on social opportunities because there is no centralized resource to find information about community events and other social activities. Instead, information is hosted in a variety of places including websites, Facebook, newspapers, and radio or TV commercials. Furthermore, event and class descriptions often do not contain information about accessibility or audio/visual support leaving individuals who have physical and sensory impairments with concerns about attending.

- Invite and encourage residents of all ages to attend public events, such as farmers markets, classes, concerts, and community festivals.



## RESPECT AND SOCIAL INCLUSION

Programs that promote ethnic and cultural diversity, as well as multigenerational interaction and dialogue.

Inclusion goes beyond simply inviting people to participate. Intrinsic to the concept of inclusion is the sense of a wide range of perspectives, especially lesbian, gay, bisexual, transgender, questioning (LGBTQ) and minority perspectives that may be frequently excluded. All residents need to feel valued, respected, and appreciated. Too often, older adults are invited to passively engage in community activities, rather than being recognized as potential active participants. In order for Sheboygan to become an livable community, it will be necessary not only for older residents to feel included in community activities, but also for seniors to provide an important voice in public matters, viewed as contributing members of society, and given the opportunity to take on leadership roles.

For the past few years Sheboygan has made a conscious effort to bring more young professionals to the city and encourage those currently living locally to stay. As a result, many networking groups have been focused on creating events and opportunities for young professionals and community-wide conversations have been largely focused on the importance of the millennial to a city's vitality. As a result, many older adults have begun to feel undervalued and even uninvited to actively participate in a community to which they have contributed for years. While it is important to enhance the vitality of Sheboygan by catering to certain demographics, we must ensure our efforts do not isolate other populations.



- Develop strategy to expand programming to include diverse senior populations.

## CIVIC PARTICIPATION AND EMPLOYMENT

Paid work and volunteer activities for older residents and opportunities to engage in the formulation of policies relevant to their lives

Unlike past generations, Baby Boomers have consistently expressed interest in remaining employed even as they reach their older years. This trend has come about for two reasons; some older adults enjoy the satisfaction and purpose gained from working, while others require additional income to cover their cost of living. Alternatively, as some adults grow older and become financially secure, they encounter new opportunities to start small businesses or launch an encore career. From walking dogs at the Humane Society of Sheboygan County and cleaning up hiking trails, to assisting with local elections, and serving on non-profit boards, there are ample opportunities for an individual of any ability to participate.

In addition to paid positions, Sheboygan boasts hundreds of volunteer opportunities, many of which are popular with older residents.

- Partner with institutions of higher learning to develop and facilitate lifelong learning programs.
- Initiate pop-up meetings to gather community input.
- Educate and encourage older adults to use the Volunteer Center program offered through United Way.

## COMMUNICATION AND INFORMATION

Access to communications technology and other resources so older residents can connect with their community, friends, and family.

Communication and Information holds a position of critical importance in the livable community Initiative because it directly affects all of the other domains. If widespread information does not ultimately reach older adults, even the best senior services will be underutilized and the most enjoyable social events will suffer from low attendance. When targeting older adults, it is important to use a variety of modalities to disseminate information. While many Baby Boomers are comfortable using the internet and social media to discover information, older generations are unfamiliar with computers and may miss out on information if not provided in other ways. Although the internet and the city's website ranked as the number one way to access information in the community survey (62 percent), newspapers and local radio were also frequently cited.

- Expand newsletter to include community news items.
- Develop technology training and on-going support for older adults.

## COMMUNITY SUPPORT AND HEALTH SERVICES

Access to home-based care services, health clinics and programs that promote wellness and active aging.

Health encompasses more than physical fitness, especially for older adults. In a livable community, health initiatives must also include access to health care services, caregiver support, an emphasis on mental health, and an abundance of preventative wellness programs.

In addition, the resources available for older adults in Sheboygan appear to suffer from a general lack of visibility. While many services exist, including caregiver support, Medicare and Medicaid enrollment assistance, palliative care, hospice, and courses on end of life decisions, the majority of older adults in Sheboygan do not know how to access them, falsely believe they do not qualify for services, or simply do not know these services exist.

- Research and recommend community connections for residents which promote wellness, as well as healthy and active aging.



## Next Steps

Now that areas of improvement in Sheboygan have been identified and outlined, the Age-Friendly framework set forth by AARP and the WHO will serve as the guide for the next five years and beyond. Using the action items outlined in the Livable Sheboygan Action Plan, concrete steps to promote, implement, and sustain livable initiatives and programming will make Sheboygan a great place in which to age.

### Implementation 2019-2023

The implementation phase of Livable Sheboygan initiative will be led by Livable Sheboygan and domain subgroups. This will occur over the span of three to five years. Upon endorsement of this report, Livable Sheboygan will begin to identify partners and develop the initiatives referenced in this action plan. After three years, Livable Sheboygan and the City of Sheboygan will submit a progress report to the AARP.

### City of Sheboygan Five Year Strategic Plan

The City of Sheboygan will be updating their five year strategic plan in 2021. The framework used in this plan update will incorporate the livable community's action plan and the focus on the eight domains. The Strategic Plan has become a valuable resource for governments as a way not only to communicate with residents, but also a means to establish performance based outcomes. The Livable Community's Action Plan and the city's Strategic Plan should share the same vision for the community.



## Acknowledgements

Completing the Livable Communities Action Plan for Sheboygan was made possible by the collaboration of dozens of local individuals. Without their hard work and dedication to making our city a more livable place for residents of all ages, this action plan would not come to fruition.

Thank you to the staff of the Senior Activity Center and the Department of Planning and Development for their hard work and dedication of drafting this plan, assisting with the community survey and day-to-day correspondence with representatives of the AARP and the Sheboygan community.

Thank you also to Mayor Michael Vandersteen and City Administrator Darrell Hofland for their support and approval of this project and to Darrin Wasniewski, AARP Wisconsin support. Furthermore, thank you to all the individuals on Livable Sheboygan who helped organize the launch of this project and guide its overall progress. Additionally, thank you to former supervisor of the Senior Activity Center of Sheboygan, Wendy Schmitz for her work and dedication to serve as the inspiration to push this initiative forward and organize all the community listening sessions.

**Livable Sheboygan - AARP Livable Communities Action Plan  
2017-2022**

**Domain of Livability: Outdoor Spaces and Buildings**

Activities	By whom	By when	Resources and Supports	Potential barriers	Partnerships	Metrics	Outcome
Communicate and promote City of Sheboygan's Americans with Disabilities Act (ADA) assessment plan and advocate for all City facilities to be brought up to standard.	Livable Sheboygan Task Force	2020-2022	City of Sheboygan; Task Force members	Funding & Time	City of Sheboygan	There will be a positive increase in community perceptions in public facility accessibility on City survey.	Assessment plan is communicated so that all citizens receive access to the information.
Inventory and promote current accessible public amenities throughout the City of Sheboygan.	Livable Sheboygan Task Force	2020/Ongoing	City of Sheboygan; Sheboygan County; and Sheboygan Area School District	Funding & Time	Area non-profits; ADRC of Sheboygan County; Sheboygan Area School District (SASD)	Residents will have an increased knowledge of accessible amenities.	Raise awareness of the virtual/written directories that currently exist to avoid duplication of other community publications.
Improve perception of safety in our neighborhoods.	City of Sheboygan Departmental Teams; Mayor's Neighborhood cabinet	Ongoing	City of Sheboygan; Sheboygan Police Department	Time; Public perception of safety	City of Sheboygan, Landlord association, Neighborhood associations, Police Department	Five percent positive increase in the perception of safety through the addition of more lighting, safe sidewalks (even pavement), clean streets and neighborhoods.	Increased feeling of safety reflected on City Survey; potential reduction in crime.

**Livable Sheboygan - AARP Livable Communities Action Plan  
2017-2022**

**Domains of Livability:**

**Transportation - Safe and affordable modes of private and public transportation.**

Activities	By whom	By when	Resources and Supports	Potential barriers	Partnerships	Metrics	Outcome
Provide education on the diverse forms of communication tools which offer public information and wayfinding in the city, such as apps, large-font maps, appropriate signage and directories.	City Planning	Ongoing	City Engineering; Harbor Centre BID; City Planning Intern	Limited demand; cost to produce; Frequency of production; keeping document up to date	Chamber of Commerce; Visit Sheboygan; Harbor Centre BID; Sheboygan County Historical Society	Implementation of public tours.	Information available at the Chamber, City Hall; Senior Activity Center of Sheboygan (SACS); Mead Public Library; Visit Sheboygan, and other community partners.

**Domain of Livability**

**Housing : Availability of home modification programs for aging in place as well as a range of age-friendly housing options.**

Activities	By whom	By when	Resources and Supports	Potential barriers	Partnerships	Metrics	Outcome
Research and recommend programs and activities which encourage people of all ages to be connected to their communities and to remain in the own homes.	Livable Sheboygan	2022	Local corporations who are searching for employees; Livable Sheboygan task force, UW Extension office; City of Sheboygan	Funding; Time; finding volunteers; making connections to those who need the services	Habitat for Humanity; City of Sheboygan; Meals on Wheels, United Way; Housing Authority; Salvation Army; ADRC; Love Inc.; Rebuilding Together	Survey partners on how many people are served to develop a benchmark.	Sheboygan residents have supports to remain in their homes to age in place, or willingly move to appropriate and affordable housing.
Research and promote housing assistance programs for aging in place.	Livable Sheboygan	Ongoing	ADRC; United Way 211	Funding	Housing Authority; Salvation Army; ADRC, Home Care Agencies, Fresh Meals on Wheels, Habitat for Humanity	Survey partners on how many people are served to develop a benchmark.	Sheboygan residents have supports to remain in their homes to age in place, or willingly move to appropriate and affordable housing.

**Livable Sheboygan - AARP Livable Communities Action Plan  
2017-2022**

**Domain of Livability**

**Social Participation: Access to leisure and cultural activities, including opportunities for older residents to socialize and engage with their peers as well as with younger people.**

Activities	By whom	By when	Resources and Supports	Potential barriers	Partnerships	Metrics	Outcome
Invite and encourage residents of all ages to attend public events, such as farmers' markets, concerts, and community festivals.	Senior Activity Center of Sheboygan	Ongoing	City of Sheboygan	Financial, time	John Michael Kohler Art Center (JMKAC), Sheboygan County Interfaith Organization (SCIO), Chamber of Commerce - Coastal Young Professionals, Non-profit network	Increased participation as reported on community surveys.	Diminish reports of social isolation of older adults in the community.

**Domain of Livability**

**Respect & Social Inclusion: Programs that promote ethnic and cultural diversity, as well as multigenerational interaction and dialog.**

Activities	By whom	By when	Resources and Supports	Potential barriers	Partnerships	Metrics	Outcome
Develop strategy to expand programming to include diverse populations.	Senior Services Department; Mead Library; ADRC; Community Rec & Ed;	Ongoing	Friends of SACS; JMKAC; Weill Center; Mead Library; Community Rec & Ed	Resistance to being considered "old" or "senior, cultural or language barriers; financial limitations	Partners for Community Development; non-profit network, churches, cultural and ethnic diversity agencies	Sustained or/new partnerships will be created in the community.	New terminology and new programming will be developed to attract nearly- and newly-retired adults, broaden programming to be more diverse in interestes and reflect current trends/needs; reduce stigma of "senior services."

**Livable Sheboygan - AARP Livable Communities Action Plan  
2017-2022**

**Domain of Livability**

**Civic Participation and Employment: Paid work and volunteer activities for older residents and opportunities to engage in the formulation of policies relevant to their lives.**

Activities	By whom	By when	Resources and Supports	Potential barriers	Partnerships	Metrics	Outcome
Initiate pop-up meetings to gather community input.	Senior Services Department	2022	City of Sheboygan; ADRC; Senior Housing Communities	How to communicate to intended audience; transportation	Mead Library, ADRC of Sheboygan County, Non-profit network; John Michael Kohler Arts Center (JMKAC)	Hold at least two events/meetings annually.	Record and report community responses; implementation of ideas.
Partner with institutions of higher learning for lifelong learning programs.	Senior Services Department	2022	Institutions of Higher Learning; Local Foundations	Costs; transportation; access and understanding of technology and social media	United Way of Sheboygan County; Mead Public Library; Institutions of higher learning	One project completed per year.	Community projects are developed/implemented; increased community awareness and participation in lifelong learning experiences.
Educate and encourage older adults to use the Volunteer Center program offered through United Way.	Senior Services Department and United Way	2021	United Way of Sheboygan County	Communication barriers such as how to reach those with limited access to social media; motivating potential participants	United Way of Sheboygan County; Mead Public Library	Data from United Way demonstrates increased number of volunteers.	Directory or some type of accessible database for older adults to access.

**Livable Sheboygan - AARP Livable Communities Action Plan  
2017-2022**

**Domain of Livability**

**Communication Support and Information: Access to communications technology and other resources so older residents can connect with their community, friends and family.**

Activities	By whom	By when	Resources and Supports	Potential barriers	Partnerships	Metrics	Outcome
Expand Senior Activity Center newsletter to include community news items.	SACS staff and City	Sep-20	Local advertisers and business partners	Distribution; Information is ignored	City of Sheboygan communication staff; Senior Activity Center of Sheboygan staff	Increase number of newsletters distributed by 5% annually.	Older adults will be more aware of city events. Older adults will be invited to participate more fully in their community.
Discover and promote or develop technology training and on-going support for older adults.	SACS	2022	Grant opportunities; Local institutions of higher learning	Attracting participants. Continual/sustainable reinforcement of learning	Institutions of Higher Learning; Mead Public Library	Establish surveys for participants in trainings.	Older adults will be more aware of local civic events and will be able to participate and be included more fully in their community.

**Domain of Livability**

**Community Support & Health Services: Access to home-based care services, health clinics and programs that promote wellness and active aging.**

Activities	By whom	By when	Resources and Supports	Potential barriers	Partnerships	Metrics	Outcome
Research and recommend community connections for residents which promote wellness, as well as health and active aging.	Livable Sheboygan Task Group; Senior Activity Center of Sheboygan	Ongoing	ADRC of Sheboygan County, Local Healthcare agencies, Senior Activity Center of Sheboygan (SACS)	Communication gaps, information overload, keeping information current	ADRC, Local healthcare agencies, SACS, YMCA, Community Rec & Ed, Fresh Meals on Wheels	Increase in memberships and participation at Senior Activity Center	Residents are able to access needed services with ease, and will live healthier, longer lives.

II

R. O. No. \_\_\_\_\_ - 19 - 20. By CITY ATTORNEY. October 7, 2019.

Submitting, as a matter of record, a copy of the United States District Court, Eastern District of Wisconsin, Decision and Order Granting Defendant's Motion for Summary Judgment in the matter of Tyler Jones v. City of Sheboygan, Case No. 18-CV-709, which was issued on August 13, 2019, and became final on September 13, 2019.

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City Attorney

Finances  
Personnel

United States District Court  
Eastern District of Wisconsin

JUDGMENT IN A CIVIL ACTION

TYLER JONES,

Plaintiff,

v.

Case No. 18-CV-709

CITY OF SHEBOYGAN,

Defendant.

**Decision by Court.** This action came for consideration before the Court. The issues have been considered and a decision has been rendered.

**IT IS THEREFORE ORDERED** that the City of Sheboygan's Motion for Summary Judgment (ECF No. 22) is **GRANTED** and this action is **DISMISSED**.

Date: August 13, 2019.

Stephen C. Dries, Clerk of Court  
EASTERN DISTRICT OF WISCONSIN  
(By) Deputy Clerk, s/Mary Murawski  
Approved this 13<sup>th</sup> day of August, 2019.

  
WILLIAM E. DUFFIN  
United States Magistrate Judge

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF WISCONSIN

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TYLER JONES,

Plaintiff,

v.

Case No. 18-CV-709

CITY OF SHEBOYGAN,

Defendant.

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DECISION AND ORDER GRANTING DEFENDANT'S  
MOTION FOR SUMMARY JUDGMENT

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Plaintiff Tyler Jones was a maintenance worker for defendant City of Sheboygan. While driving a City of Sheboygan garbage truck, he collided with another City of Sheboygan garbage truck. As a result, he was fired. In this lawsuit, Jones alleges that he was the victim of race discrimination. The City of Sheboygan has moved for summary judgment. Briefing on the motion is complete and the matter is ready for resolution. All parties have consented to the jurisdiction of a magistrate judge.

**BACKGROUND**

Jones began his employment with the City of Sheboygan on March 20, 2017. His title was Maintenance Worker I. His job duties included collecting garbage and operating

garbage collection equipment. As an employee of the City of Sheboygan, Jones was given an Employee Handbook, which provided in relevant part that the “[f]ailure to follow safety requirements is a serious offense, subject to corrective action and/or further discipline, including termination of employment, for even the first offense (depending on the degree of the violation).” Jones was also given an Orientation Checklist for Sanitation Operators, which stated that, “[w]hen backing, go slow and use a spotter.”

In the weeks that followed his first day of employment, Jones was trained as part of a sanitation crew. The City generally uses two-man sanitation crews. One sanitation crew member drives the garbage truck for thirty minutes while the other member loads garbage and recycling onto the garbage truck. At the end of thirty minutes, the crew members switch places. This is repeated until the daily route has been completed. When the truck is full and when the daily route is complete, the crew members take the garbage truck to the Waste Management Transfer Station in Sheboygan Falls, Wisconsin (the “Transfer Station”) to empty it.

Part of the training Jones received was how to operate a garbage truck at the City’s Transfer Station. When the garbage truck arrives at the Transfer Station, it is driven forward onto a scale, a card specific to the garbage truck is swiped in a card reader, and the truck’s initial weight is taken. The driver of the garbage truck then pulls forward from the scale, positions the truck so it is in front of a building at the Transfer Station where garbage and recycling are dumped or “tipped,” and then backs up so that the garbage

side of the truck can be dumped into the Tipping Building. Once the garbage has been emptied, the driver drives the truck back to the scale, swipes another card in the card reader, and the truck is again weighed so that the weight of the garbage can be determined. After the garbage weight has been determined, the garbage truck pulls forward from the scale and then backs up so that the recycling side of the truck can be emptied into the Tipping Building. Once the recycling has been emptied, the members drive forward and continue on the daily route or return to the City's Municipal Services Building.

So as to be able to operate the City's garbage trucks, Jones received training on operating commercial vehicles and received his Commercial Driver's License in May 2017. Shortly thereafter, on June 8, 2017, Jones was assigned to work as one half of a two-man sanitation crew. When the garbage truck became full, Jones drove it to the Transfer Station to be weighed and emptied. After emptying the garbage side of the garbage truck into the Tipping Building, Jones pulled forward and attempted to back up onto the scale to determine the garbage weight. In doing so, he drove backward without a spotter, in one continuous motion at three to five miles per hour. The space directly behind the garbage truck is a blind spot in the truck's mirrors. However, the truck is equipped with a backup camera. When backing his garbage truck onto the scale, Jones's garbage truck collided with another City garbage truck, driven by James Gilliam, another City of Sheboygan employee. Gilliam's garbage truck was pulling onto the scale when Jones's

garbage truck was backing onto the scale. Gilliam's truck had come to a complete stop on the scale before Jones backed into it.

The rear step of Jones's garbage truck punctured the radiator of Gilliam's garbage truck, causing more than \$13,000 in damage to Gilliam's truck. The collision rendered Gilliam's garbage truck inoperable, and it needed to be towed. Bruce Matzdorf, the City's Department of Public Works' Streets and Sanitation Leadman, upon learning of the collision, went to the Transfer Station. Matzdorf took Jones, who is white, for a post-accident drug test. He did not take Gilliam, who is African-American, for a post-accident drug test. Both Jones and Gilliam gave the City written statements regarding the accident. The City obtained video of the accident from Waste Management's cameras. Sandra Rohrick, the City's Director of Human Resources and Labor Relations, spoke with Tom Ross, who was in Gilliam's garbage truck at the time of the collision, and Jason Brill, who was the other member of Jones's sanitation crew on June 8, 2017.

David Biebel, the City's Director of Public Works, Rohrick, and Jason Blasiola, the City's Streets and Sanitation Superintendent (collectively, "City Management"), reviewed the information gathered. City Management concluded that Jones violated work rules when he backed his vehicle without a spotter. City Management also concluded that Jones's inattentive driving was the cause of the accident. They also concluded that Gilliam could not have safely backed up in accordance with the City's work rules once he stopped. Because of the severity and avoidability of the accident, City

Management was no longer comfortable with Jones operating vehicles for the City. Because the Maintenance Worker I duties require, at least from time to time, operating large vehicles, City Management did not believe that reassigning Jones was a viable solution to its concerns. As a result, the City terminated Jones employment on June 20, 2017.

In this lawsuit Jones alleges that the City of Sheboygan discriminated against him on the basis of race and color when it terminated his employment. The City has moved for summary judgment.

#### SUMMARY JUDGMENT STANDARD

“The court shall grant summary judgment if the movant shows that there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law.” Fed. R. Civ. P. 56(a). A fact is “material” only if it “might affect the outcome of the suit” and a dispute is “genuine” only if a reasonable factfinder could return a verdict for the non-movant. *Anderson v. Liberty Lobby Inc.*, 477 U.S. 242, 248 (1986). In resolving a motion for summary judgment, the court is to “construe all evidence and draw all reasonable inferences from the evidence in” favor of the non-movant. *E.Y. v. United States*, 758 F.3d 861, 863 (7th Cir. 2014) (citing *Gil v. Reed*, 535 F.3d 551, 556 (7th Cir. 2008); *Del Raso v. United States*, 244 F.3d 567, 570 (7th Cir. 2001)). “The controlling question is whether a reasonable trier of fact could find in favor of the non-moving party on the

evidence submitted in support of and [in] opposition to the motion for summary judgment.” *White v. City of Chi.*, 829 F.3d 837, 841 (7th Cir. 2016).

### ANALYSIS

The City contends that it had a legitimate reason for terminating Jones: because he caused a serious and avoidable accident. It contends that his race and color were not a factor in the City’s decision. Much of the City’s brief in support of its motion for summary judgment focuses on the allegations in Jones’s complaint, arguing that Jones “has not pled facts to suggest the City discriminates against whites” (ECF No. 23 at 23) and Jones “has not pled facts to show he was treated worse than similarly situated non-white employees” (*id.* at 25). But the sufficiency of the complaint is a matter for a motion to dismiss; at summary judgment the issue is whether the evidence establishes that there is no genuine dispute as to any material fact. Fed. R. Civ. P. 56(a). If there is not, then the City is entitled to summary judgment.

Title VII of the Civil Rights Act of 1964 makes it unlawful for an employer to “fail or refuse to hire or to discharge any individual...because of such individual’s race....” 42 U.S.C. § 2000e-2(a)(1). An employee may show illegal discrimination through direct proof or, in the absence of direct proof, an employee may make a case with sufficient indirect proof and, upon doing so, switch the burden to the employer. *Phelan v. City of Chicago*, 347 F.3d 679, 684 (7th Cir. 2003).

Jones does not offer any direct evidence of racial discrimination. Thus, the question is whether he has established a prima facie case of racial discrimination through indirect evidence.

The first test developed by the Supreme Court for showing employment discrimination through indirect proof was established in *McDonnell Douglas Corp. v. Green*, 411 U.S. 792, 802 (1973). Under *McDonnell Douglas*, the plaintiff must first demonstrate facts that build a prima facie case of discrimination by showing (1) that he belongs to a racial minority, (2) that he applied and was qualified for a job for which the employer was seeking applicants, (3) that, despite his qualifications, he was rejected, and (4) that, after his rejection, the position remained open and the employer continued to seek applicants from persons of complainant's qualifications. 411 U.S. at 802. Once a prima facie case is established, a presumption of discrimination is triggered. "The burden then must shift to the employer to articulate some legitimate, non-discriminatory reason" for its action. *McDonnell Douglas*, 411 U.S. at 802. If the employer does so, the burden shifts back to the plaintiff, who must present evidence that the stated reason is a "pretext," which in turn permits an inference of unlawful discrimination. *Id.* at 804.

The *McDonnell Douglas* test has been modified to apply to situations (like this one) in which a member of a majority group contends that he was subject to employment discrimination. To survive summary judgment, a member of a majority group must show: (1) "background circumstances exist to show an inference that the employer has

reason or inclination to discriminate invidiously against whites or evidence that there is something ‘fishy’ about the facts at hand”; (2) he was meeting his employer’s legitimate performance expectations; (3) he suffered an adverse employment action; and (4) he was treated less favorably than similarly situated individuals who are not members of his protected class. *Formella v. Brennan*, 817 F.3d 503, 511 (7th Cir. 2016) (citing *Balance v. City of Springfield*, 424 F.3d 64, 617 (7th Cir. 2005)).

As the City points out in its reply brief (ECF No. 37 at 6-7), Jones makes no attempt to point to background circumstances that show an inference that the City had reason or inclination to discriminate invidiously against whites, nor does he point to evidence that there is something “fishy” about the facts at hand. *See Formella*, 817 F.3d at 511-12. Having failed to present any argument in his opposition to the City’s motion for summary judgment regarding any background circumstances showing the City had a reason to discriminate against whites, or anything fishy about the facts of his case, Jones has waived any argument as to the first prong of a prima facie case of discrimination. *Id.*

Even ignoring the fact that Jones has not even made an attempt to prove the first prong of a prima facie case, there is no evidence that would support a finding that the City has reason or inclination to discriminate invidiously against whites or that there is something “fishy” about the facts at hand. Jones worked for the City for only three months. Since Gilliam is apparently “the City’s only black employee” (ECF No. 30, ¶ 51), the person or persons who hired Jones were the same race as Jones (white), as were the

persons who fired him. Indeed, all City employees other than Gilliam are white. Jones points to absolutely nothing suggesting that the City, led by white employees, had a reason to discriminate against a white employee (Jones) that it had just hired. *See Phelan*, 347 F.3d at 685 (holding that where plaintiff was white, his superiors were white, and his replacement was white, plaintiff was unable to present the necessary “background circumstances” to believe his superiors were inclined to discriminate against white men).

Jones speculates that the City fired him rather than Gilliam because Gilliam “would have had an easier lawsuit against the City than Mr. Jones if Mr. Gilliam had been terminated.” (ECF No. 35 at 15.) Gilliam probably would have had an easier discrimination lawsuit had he been fired. But that certainly does not mean Jones suffered discrimination. Not only was Gilliam the City’s only black employee, but the evidence strongly supports the conclusion that Jones was significantly more at fault for the accident. If the City had fired its only black employee, citing an accident for which he was not at fault, but retained the recently-hired white employee who was at fault, there would be an obvious claim of discrimination. The evidence is that, shortly after getting his commercial driver’s license, Jones got into an accident that resulted in substantial damage to one of the City’s garbage trucks. So the City decided to let him go. Nothing about that termination decision looks “fishy.”

Nor does Jones make any attempt to show that he was meeting the City’s legitimate performance expectations, the second prong of a prima facie case of

discrimination. The accident occurred shortly after he began working for the City. He had just obtained his commercial driver's license. He had not worked for the City long enough to establish that he was meeting the City's expectations, which no doubt is why he makes no effort to argue that he was.

And while he argues that he was treated less favorably than Gilliam, the fourth prong of a prima facie case of discrimination, all Jones offers to show that he and Gilliam are similarly situated is that they were both employed by the City as Maintenance Worker I. "Similarly situated employees must be directly comparable to the plaintiff in all material respects." *Good v. University of Chicago Med. Ctr.*, 673 F.3d 670, 675 (7th Cir. 2012). The goal of the comparison analysis is to "eliminate other possible explanatory variables, such as differing roles, performance histories, or decision-making personnel, which helps isolate the critical independent variable—discriminatory animus." *Id.* (quoting *Humphries v. CBOCS West, Inc.*, 474 F.3d 387, 405 (7th Cir. 2007), *aff'd*, 553 U.S. 442 (2008)). All Jones tells us about Gilliam is that he is African-American, performed the same job, under the same supervisor, and received the same training under Bruce Maztdirf. (ECF No. 35 at 16.) He says nothing about how long Gilliam had worked for the City at the time of the accident—an important fact given Jones's very brief time with the City. And although Jones references other "accidents" that Gilliam was involved in, he provides no details of when the accidents occurred, what happened, what (if any) damage was incurred, or what Gilliam's role in the accidents was. Without that information, the

reference to these other accidents is of no probative value whatsoever. In short, Jones has not established that he, as a brand new City employee, was similarly situated to Gilliam at the time of the accident.

Even if Jones had met his burden and established a prima facie case of discrimination, he cannot show that the City's reason for terminating his employment was pretextual. "Pretext requires more than showing that the decision was mistaken, ill considered or foolish[.]" *Ballance*, 424 F.3d at 617 (internal quotation marks omitted). The question is not whether the employer's stated reason was inaccurate or unfair, "but whether the employer honestly believed the reasons it has offered to explain the discharge." *Coleman v. Donahoe*, 667 F.3d 835, 852 (7th Cir. 2012) (quoting *O'Leary v. Accretive Health, Inc.*, 657 F.3d 625, 635 (7th Cir. 2011)). "[I]t is not 'the court's concern that an employer may be wrong about its employee's performance, or be too hard on its employee. Rather, the only question is whether the employer's proffered reason was pretextual, meaning that it was a lie.'" *Ineichen V. Ameritech*, 410 F.3d 956, 961 (7th Cir. 2005) (quoting *Ransom v. CSC Consulting, Inc.*, 217 F.3d 467, 471 (7th Cir. 2000)). To meet this burden, Jones must "identify such weaknesses, implausibilities, inconsistencies, or contradictions" in the City's asserted reason for his termination "that a reasonable person could find [it] unworthy of credence." *Coleman*, 667 F.3d at 852 (quoting *Bouhmedi v. Plastag Holdings, LLC*, 489 F.3d 781, 792 (7th Cir. 2007)).

Jones does not identify any weakness, implausibility, inconsistency or contradiction in the City's explanation for his termination such that a reasonable person could find the explanation unworthy of credence. All Jones offers in support of his position that he was not at fault is his own opinion. (See ECF No. 35 at 15 ("Mr. Jones did not think it would be reasonable to conclude that he was at fault for the accident and Mr. Gilliam was not."; "Mr. Jones felt he should not be responsible for any damages to Mr. Gilliam's garbage truck.")) He cites to no evidence upon which the jury could rely to conclude that the accident was not his fault. Even if he could, the issue is not whether the accident was his fault. The issue is whether the City believed the accident was Jones's fault. If it did, even if it was wrong, and if its belief that Jones caused the accident was the reason it fired him, there was no discrimination. Jones points to no evidence that the City is lying when it says that it concluded the accident was his fault, and that it fired him for that reason.

In short, the undisputed evidence is that, shortly after being hired, Jones backed his garbage truck into another stationary truck, causing significant damage. Notwithstanding the blind spots in the truck's mirrors, Jones should have been able to easily avoid the accident had he been paying attention to the backup camera and using a spotter as City policies required. The fact that the City fired Jones and not the black employee who was driving the truck Jones hit does not even hint of discrimination. Jones has not identified the existence of any genuine dispute of material fact that precludes the

entry of summary judgment for the City. For that reason, the City's motion will be granted.

**IT IS THEREFORE ORDERED** that the City of Sheboygan's Motion for Summary Judgment (ECF No. 22) is granted and this action is dismissed. The Clerk shall enter judgment accordingly.

Dated at Milwaukee, Wisconsin this 13th day of August, 2019.

  
WILLIAM E. DUFFIN  
U.S. Magistrate Judge

II

R. O. No. \_\_\_\_\_ - 19 - 20. By CITY CLERK. October 7, 2019.

Submitting a claim from Jane E. Stewart for alleged damages to her vehicle when it was hit by a street cleaner.

*Finance +  
Personnel*

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CITY CLERK

OCT 1 '19 PM 1:52

DATE RECEIVED 10/1/19

RECEIVED BY MKC  
CLAIM NO. 15-19

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

**INSTRUCTIONS: TYPE OR PRINT IN BLACK INK**

1. Notice of death, injury to persons or to property must be filed not later than 120 days after the occurrence.
2. Attach and sign additional supportive sheets, if necessary.
3. This notice form must be signed and filed with the Office of the City Clerk.

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

1. Name of Claimant: Jane E Stewart
2. Home address of Claimant: 701 S 15<sup>th</sup> St Sheboygan WI 53081
3. Home phone number: 920-980-2804
4. Business address and phone number of Claimant: \_\_\_\_\_

5. When did damage or injury occur? (date, time of day) 9/27/19 9:30 a.m.

→ per phone call MKC

6. Where did damage or injury occur? (give full description) Approx 9<sup>30</sup> AM Street cleaner hit back left quarter panel of my Toyota Camry

7. How did damage or injury occur? (give full description) Street cleaner hit my car

8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:

(a) Name of such officer or employee, if known: \_\_\_\_\_

(b) Claimant's statement of the basis of such liability: Street cleaner hit my car

9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:

(a) Public property alleged to be dangerous: \_\_\_\_\_

(b) Claimant's statement of basis for such liability: \_\_\_\_\_

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

Street cleaner hit my car. Left quarter panel dented and long scrape

11. Name and address of any other person injured:

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

Auto:	\$ 1084.38
Property:	\$
Personal injury:	\$
Other: (Specify below)	\$
<b>TOTAL</b>	<b>\$ 1084.38</b>

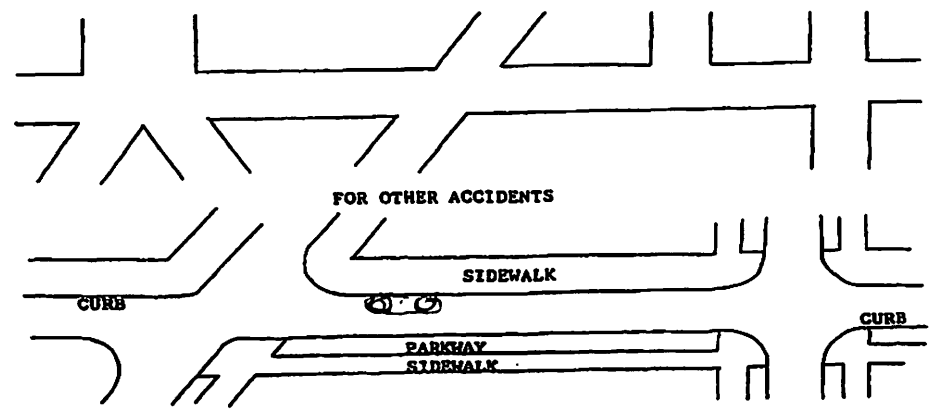
Damaged vehicle (if applicable)

Make: Toyota Model: Camry Year: 1999 Mileage: 256016

Names and addresses of witnesses, doctors and hospitals: Charles Placar Jr  
Jane Stewart 701 50.15th St Sheboygan  
WI 53081 920-920-2824

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

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



SIGNATURE OF CLAIMANT Jane Stewart DATE 9-31-19

DATE RECEIVED 10/1/19

RECEIVED BY MKC  
CLAIM NO. 15-19

CLAIM

Claimant's Name:	<u>Jane E Stewart</u>	Auto	\$ <u>1,084.38</u>
Claimant's Address:	<u>701 So. 15<sup>th</sup> St. Sheboygan</u>	Property	\$ _____
	<u>WI 53081</u>	Personal Injury	\$ _____
Claimant's Phone No.	<u>920-980-2804</u>	Other (Specify below)	\$ _____
			<u>TOTAL \$ 1,084.38</u>

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 1084.38.

SIGNED Jane Stewart DATE: 9-31-19

---

ADDRESS: 701 So 15<sup>th</sup> St Sheboygan WI 53081

---

MAIL TO: CLERK'S OFFICE  
828 CENTER AVE #100  
SHEBOYGAN WI 53081

ROBERT RUSCH, INC.  
 1129 INDIANA AVENUE  
 SHEBOYGAN, WI. 53081  
 OFFICE:(920) 452-8681 FAX:(920) 452-8733

\*\*\* PRELIMINARY ESTIMATE \*\*\*

09/30/2019 01:33 PM

Owner

Owner: JANE STEWART  
 Address:

Work/Day: (920)980-2804

Inspection

Inspection Date: 09/30/2019 01:33 PM

Inspection Type:

Repairer

Repairer: Robert Rusch Inc.  
 Address: 1129 Indiana Ave.  
 City State Zip: Sheboygan, WI 53081  
 Email: doldenburg@robertruschinc.com

Contact: David Oldenburg  
 Work/Day: (920)452-8681  
 FAX: (920)452-8733

Target Complete Date/Time:

Days To Repair: 4

Vehicle

1999 Toyota Camry CE 4 DR Sedan  
 4cyl Gasoline 2.2  
 4 Speed Automatic

Lic.Plate: ADX-4937  
 Lic Expire:  
 Veh Insp# :  
 Condition:  
 Ext. Refinish: Two-Stage

Lic State:  
 VIN: 4T1BG22K6XU8669926  
 Mileage Type: Actual  
 Code: Y1733A  
 Int. Refinish: Two-Stage

Options

AM/FM Stereo Tape  
 Digital Clock  
 Power Brakes  
 Rem Trunk-L/Gate Release  
 Tinted Glass

Bucket Seats  
 Dual Airbags  
 Power Steering  
 Tachometer  
 U.S.A. Built Vehicle

Center Console  
 Intermittent Wipers  
 Rear Window Defroster  
 Tilt Steering Wheel  
 Velour/Cloth Seats

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
<b>Quarter And Rocker Panel</b>										
1	I	350		Panel,Quarter LT	Repair				6.0*	SM
2	L	350	13	Panel,Quarter LT	Refinish 2.6 Surface				3.7	RF

			0.6 Two-stage setup		
			0.5 Two-stage		
3	BR	397	Door,Fuel Filler LT	Blend Refinish	0.2 RF
				0.1 Blend	
4	RI	397	Door,Fuel Filler LT	R & I Assembly	0.3 SM
				0.1 Two-stage	
<b>Rear Bumper</b>					
5	N	566	Rear Bumper Cover R&I	Additional Labor	1.4 SM
<b>Rear Body, Lamps And Floor Pan</b>					
6	RI	533	Taillamp Assembly LT	R & I Assembly	0.2 SM
<b>Manual Entries</b>					
7	SB		HAZARD. WSTE. REM.	Sublet Repair	\$3.00* SM
8	EC		PINSTRIPES-TAPE	Replace Economy	\$15.00* SM
9	N		RUSTPROOFING	Additional Labor	\$15.00* SM
9	Items				

**MC Message**

13 INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

**Estimate Total & Entries**

Other Parts		\$30.00	
Paint & Materials	3.9 Hours @ \$40.00	\$156.00	
Parts & Material Total			\$186.00
Tax on Parts & Material	@ 5.500%		\$10.23

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	\$62.00	0.8	7.6	8.4	\$520.80
Mech/Elec (ME)	\$80.00				
Frame (FR)	\$72.00				
Refinish (RF)	\$62.00	3.9		3.9	\$241.80
<b>Labor Total</b>				12.3 Hours	\$762.60
Tax on Labor		@ 5.500%			\$41.94
Sublet Repairs					\$3.00
Tax on Sublet		@ 5.500%			\$0.17
<b>Gross Total</b>					<b>\$1,003.94</b>
<b>Net Total</b>					<b>\$1,003.94</b>

Alternate Parts Y/00/00/00/00 CUM 00/00/00/00/00 Zip Code: 53081 Audatex Host  
Rate Name Default

Audatex Estimating 8.0.642 Update 6 ES 09/30/2019 01:36 PM REL 8.0.642 Update 6 DT 09/01/2019 DB 09/15/2019  
© 2019 Audatex North America, Inc.

1.2 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.

**Op Codes**

* = User-Entered Value	^ = Labor Matches System Assigned Rates	E = Replace OEM
NG = Replace NAGS	EC = Replace Economy	OE = Replace PXN OE Srpls
UE = Replace OE Surplus	ET = Partial Replace Labor	EP = Replace PXN
EU = Replace Recycled	TE = Partial Replace Price	PM = Replace PXN Reman/Reblt
UM = Replace Reman/Rebuilt	L = Refinish	PC = Replace PXN Reconditioned
UC = Replace Reconditioned	TT = Two-Tone	SB = Sublet Repair
N = Additional Labor	BR = Blend Refinish	I = Repair
IT = Partial Repair	CG = Chipguard	RI = R & I Assembly
P = Check	AA = Appearance Allowance	RP = Related Prior Damage



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GEORGIA AVENUE BODY SHOP, INC.  
1819 GEORGIA AVENUE  
SHEBOYGAN, WI 53081  
PHONE: (920)458-3272 FAX: (920)458-3284

\*\*\* PRELIMINARY ESTIMATE \*\*\*

09/30/2019 01:20 PM

Owner

Owner: JANE STEWART  
Address: 701 S 15TH STREET  
City State Zip: Sheboygan, WI 53081

Work/Day: (920)980-2804  
FAX:

Inspection

Inspection Date: 09/30/2019 01:20 PM

Inspection Type:

Repairer

Repairer: Georgia Ave Body Shop  
Address: 1819 Georgia ave  
City State Zip: Sheboygan, WI 53081  
Email: gabs@gabsinc.biz

Contact: GEORGIA AVENUE  
Work/Day: (920)458-3272  
Work/Day:

Target Complete Date/Time:

Days To Repair: 4

Vehicle

1999 Toyota Camry LE 4 DR Sedan  
4cyl Gasoline 2.2  
4 Speed Automatic

Lic.Plate: ADX-4937  
Lic Expire:  
Veh Insp# :  
Condition:  
Ext. Color: WH  
Ext. Refinish: Two-Stage

Lic State: WI  
VIN: 4T1BG22K6XU869926  
Mileage Type: Actual  
Code: Y1733B  
Int. Color:  
Int. Refinish: Two-Stage

Options

AM/FM Stereo Tape	Air Conditioning	Bucket Seats
Center Console	Cruise Control	Dual Airbags
Intermittent Wipers	Lighted Entry System	Power Brakes
Power Door Locks	Power Mirrors	Power Steering
Power Windows	Rear Window Defroster	Rem Trunk-L/Gate Release
Tachometer	Tilt Steering Wheel	Tinted Glass
U.S.A. Built Vehicle	Velour/Cloth Seats	

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
------	----	-------	----	-------------	--------------	-------	------	----	-------	---

**Quarter And Rocker Panel**

1	I	350		Panel,Quarter LT	Repair		5.0*	SM
2	L	350	13	Panel,Quarter LT	Refinish		3.7	RF
					2.6 Surface			
					0.6 Two-stage setup			
					0.5 Two-stage			
3	TT	350	15	Panel,Quarter LT	Two-Tone		1.2	RF
					0.4 Two-tone Setup			
					0.8 Two-tone			
4	RI	397		Door,Fuel Filler LT	R & I Assembly		0.3	SM

**Rear Bumper**

5	RI	566		Rear Bumper Cover R&I	R & I Assembly		1.4	SM
---	----	-----	--	-----------------------	----------------	--	-----	----

**Rear Body, Lamps And Floor Pan**

6	RI	533		Taillamp Assembly LT	R & I Assembly		0.2	SM
---	----	-----	--	----------------------	----------------	--	-----	----

**Manual Entries**

7	EC	M07		Pinstripes-Tape	Replace Economy	\$21.00*	1.0*	SM
8	N	M60		Hazardous Waste Removal	Additional Labor	\$5.25*		SM
9	N			CAR COVER 4 DOOR	Additional Labor	\$12.00*		SM
9				Items				

**MC Message**

13	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE
15	INCLUDES 0.4 HOURS FIRST PANEL TWO-TONE ALLOWANCE

**Estimate Total & Entries**

Other Parts					\$38.25	
Paint & Materials	4.9 Hours @	\$40.00			\$196.00	
Parts & Material Total						\$234.25
Tax on Parts & Material	@	5.500%				\$12.88
<b>Labor</b>	<b>Rate</b>	<b>Replace Hrs</b>	<b>Repair Hrs</b>	<b>Total Hrs</b>		
Sheet Metal (SM)	\$62.00	2.9	5.0	7.9	\$489.80	
Mech/Elec (ME)	\$78.00					
Frame (FR)	\$75.00					
Refinish (RF)	\$62.00	4.9		4.9	\$303.80	
<b>Labor Total</b>				12.8 Hours		\$793.60
Tax on Labor	@	5.500%			\$43.65	
<b>Gross Total</b>						<b>\$1,084.38</b>
<b>Net Total</b>						<b>\$1,084.38</b>

Alternate Parts Y/00/00/00/00/00 CUM 00/00/00/00/00 Zip Code: 53081 Default  
Recycled Parts NOT REQUESTED  
Rate Name Default

Audatex Estimating 8.0.757 ES 09/30/2019 01:22 PM REL 8.0.757 DT 09/01/2019 DB 09/15/2019  
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1.1 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF ONE OR MORE REPLACEMENT PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. WARRANTIES APPLICABLE TO THESE REPLACEMENT PARTS ARE PROVIDED BY THE MANUFACTURER OR DISTRIBUTOR OF THE REPLACEMENT PARTS RATHER THAN BY THE MANUFACTURER OF YOUR MOTOR VEHICLE.

**Op Codes**

* = User-Entered Value	^ = Labor Matches System Assigned Rates	E = Replace OEM
NG = Replace NAGS	EC = Replace Economy	OE = Replace PXN OE Srpls
UE = Replace OE Surplus	ET = Partial Replace Labor	EP = Replace PXN
EU = Replace Recycled	TE = Partial Replace Price	PM = Replace PXN Reman/Reblt
UM = Replace Reman/Rebuilt	L = Refinish	PC = Replace PXN Reconditioned
UC = Replace Reconditioned	TT = Two-Tone	SB = Sublet Repair
N = Additional Labor	BR = Blend Refinish	I = Repair
IT = Partial Repair	CG = Chipguard	RI = R & I Assembly
P = Check	AA = Appearance Allowance	RP = Related Prior Damage



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**III**

Res. No. \_\_\_\_\_ - 19 - 20. By Alderpersons Donohue and Bohren.  
October 7, 2019.

A RESOLUTION authorizing the appropriate City Officials to execute an engagement letter with Quarles & Brady LLP to serve as bond counsel with regard to Sewerage System Revenue Bonds.

RESOLVED: That the appropriate City officials are hereby authorized to enter into the attached engagement letter with Quarles & Brady LLP to serve as bond counsel for the City of Sheboygan regarding the issuance of \$2,323,791 in Sewerage System Revenue Bonds, Series 2019D (Clear Water Fund Loan).

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

*Finance +  
Personnel*

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

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

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



411 East Wisconsin Avenue  
Suite 2350  
Milwaukee, Wisconsin 53202-4426  
414.277.5000  
Fax 414.271.3552  
www.quarles.com

Attorneys at Law in  
Chicago  
Indianapolis  
Madison  
Milwaukee  
Minneapolis  
Naples  
Phoenix  
Scottsdale  
Tampa  
Tucson  
Washington, D.C.

September 30, 2019

**VIA EMAIL**

Ms. Meredith DeBruin  
City Clerk  
City of Sheboygan  
828 Center Avenue  
Sheboygan, WI 53081

Scope of Engagement Re: Proposed Issuance of \$2,323,791 City of Sheboygan (the "City") Sewerage System Revenue Bonds, Series 2019D (Clean Water Fund Loan)

Dear Ms. DeBruin:

We are pleased to be working with you again as the City's bond counsel.

The purpose of this letter is to set forth the role we propose to serve and responsibilities we propose to assume as bond counsel in connection with the issuance of the above-referenced bonds (the "Bonds") by the City.

**Role of Bond Counsel**

Bond counsel is engaged as a recognized independent expert whose primary responsibility is to render an objective legal opinion with respect to the authorization and issuance of municipal obligations. As bond counsel we will: examine applicable law; prepare authorizing and closing documents; consult with the parties to the transaction, including the City's financial advisor (if any), prior to the issuance of the Bonds; review certified proceedings; and undertake such additional duties as we deem necessary to render the opinion. As bond counsel, we do not advocate the interests of the City or any other party to the transaction. We assume that the parties to the transaction will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction.

Subject to the completion of proceedings to our satisfaction, we will render our opinion that:

- 1) the City has authority to issue the Bonds for the purpose in question and has followed proper procedures in doing so;
- 2) the Bonds are valid and binding obligations of the City according to their terms; and,
- 3) the interest paid on the Bonds will be excludable from gross income for federal income tax purposes (subject to certain limitations which may be expressed in the opinion).

The opinion will be executed and delivered by us in written form on the date the Bonds are exchanged for their purchase price (the "Closing") and will be based on facts and law existing as of its date. Upon delivery of the opinion, our responsibilities as bond counsel will be concluded with respect to this financing; specifically, but without implied limitation, we do not undertake (unless separately engaged) to provide any post-closing compliance services including any assistance with the City's continuing disclosure commitment, ongoing advice to the City or any other party concerning any actions necessary to assure that interest paid on the Bonds will continue to be excluded from gross income for federal income tax purposes, or participating in an Internal Revenue Service, Securities and Exchange Commission or other regulatory body survey or investigation regarding or audit of the Bonds.

In rendering the opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation.

The services we will provide under this engagement are strictly limited to legal services. We are neither qualified nor engaged to provide financial advice and we will make no representation about the desirability of the proposed plan of finance, the feasibility of the projects financed or refinanced by the Securities, or any related matters.

#### Diversity of Practice: Consent to Unrelated Engagements

Because of the diversity of practice of our firm, members of our firm other than those who serve you may be asked to represent other clients who have dealings with the City regarding such matters as zoning, licensing, land division, real estate, property tax or other matters which are unrelated to our bond counsel work. Ethical requirements sometimes dictate that we obtain the City's consent to such situations even though our service to you is limited to the specialized area of bond counsel. We do not represent you in legal matters regularly, although we may be called upon for special representation occasionally, and our bond counsel work does not usually provide us information that will be disadvantageous to you in other representations. We do not believe that such representations of others would adversely affect our relationship with you, and we have found that local governments generally are agreeable to the type of unrelated

representation described above. By engaging our services under the terms of this letter, the City consents to our firm undertaking representations of this type. Your approval of this letter will serve to confirm that the City has no objection to our representation of other clients who have dealings with the City, unrelated to the borrowing and finance area or any other area in which we have agreed to serve it. If you have any questions or would like to discuss this consent further, please call us.

We also want to advise you that from time to time we represent the purchaser of the Bonds, the State of Wisconsin, and various departments and agencies of the State (collectively, the "State") or other bond market participants such as the City's financial advisor, if any. In past and current transactions that are not related to the issuance of the Bonds and our role as bond counsel to the City, we may have served or be serving as bond counsel or other counsel to the State or the City's financial advisor. We may also be asked to represent the State or the City's financial advisor in future transactions that are not related to the issuance of the Bonds or our role as bond counsel to the City. We would like to have an understanding with you that the City consents to our firm undertaking representations of this type.

As bond counsel, we will not assume or undertake responsibility for the preparation of an Official Statement or other disclosure document with respect to the Bonds, nor are we responsible for performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document. However, if a disclosure document is prepared and adopted or approved by the City, we will either prepare or review any description therein of: i) Wisconsin and federal law pertinent to the validity of the Bonds and the tax treatment of interest paid thereon and (ii) our opinion.

#### Fees

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing, (ii) the duties we will undertake pursuant to this letter, (iii) the time we anticipate devoting to the financing, and (iv) the responsibilities we assume, we estimate that our fee as bond counsel would be approximately \$8,500, including all expenses. Such fee and expenses may vary: (i) if the principal amount of Bonds actually issued differs significantly from the amount stated above, (ii) if material changes in the structure of the financing occur, or (iii) if unusual or unforeseen circumstances arise which require a significant increase in our time, expenses or responsibility. If at any time we believe that circumstances require an adjustment of our original fee estimate, we will consult with you. It is our understanding that the City is responsible for our fee.

If, for any reason, the financing is not consummated or is completed without the rendition of our opinion as bond counsel, we will expect to be compensated at our normal hourly rates for time actually spent, plus out-of-pocket expenses. Our fee is usually paid either at the Closing out of proceeds of the Bonds or pursuant to a statement rendered shortly thereafter. We customarily

Ms. Meredith DeBruin  
September 30, 2019  
Page 4

do not submit any statement until the Closing unless there is a substantial delay in completing the financing.

Limited Liability Partnership

Our firm is a limited liability partnership ("LLP"). Because we are an LLP, no partner of the firm has personal liability for any debts or liabilities of the firm except as otherwise required by law, and except that each partner can be personally liable for his or her own malpractice and for the malpractice of persons acting under his or her actual supervision and control. As an LLP we are required by our code of professional conduct to carry at least \$10,000,000 of malpractice insurance; currently, we carry coverage with limits substantially in excess of that amount. Please call me if you have any questions about our status as a limited liability partnership.

Conclusion and Request for Signed Copy

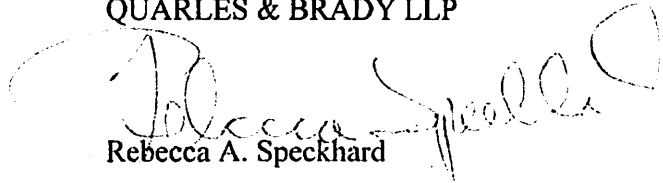
If the foregoing terms of this engagement are acceptable to you, please so indicate by returning a copy of this letter dated and signed by an appropriate officer, retaining the original for your files. If we do not hear from you within thirty (30) days, we will assume that these terms are acceptable to you, but we would prefer to receive a signed copy of this letter from you.

Ms. Meredith DeBruin  
September 30, 2019  
Page 5

We are looking forward to working with you and the City in this regard.

Very truly yours,

QUARLES & BRADY LLP



Rebecca A. Speckhard

RAS:TAB  
#850357.00059

cc: Mr. Darrell Hofland (via email)  
Mr. Martin W. Halverson (via email)  
Charles C. Adams, Esq. (via email)  
Thomas Cameron, Esq. (via email)  
Mr. Philip Severson (via email)  
Ms. Tracy A. Berrones (via email)

Accepted and Approved:

CITY OF SHEBOYGAN

By: \_\_\_\_\_

Its: \_\_\_\_\_

Title

Date: \_\_\_\_\_

III

Res. No.      - 19 - 20. By Alderpersons Donohue and Bohren. October 7, 2019.

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF UP TO \$2,323,791 SEWERAGE SYSTEM REVENUE BONDS, SERIES 2019D, AND PROVIDING FOR OTHER DETAILS AND COVENANTS WITH RESPECT THERETO

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

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

WHEREAS, pursuant to a resolution adopted on October 7, 2013 (the "2013 Resolution"), the Municipality has heretofore issued its Sewerage System Revenue Bonds, Series 2013A, dated October 23, 2013 (the "2013 Bonds"), which 2013 Bonds are payable from the income and revenues of the System; and

WHEREAS, the 2010 Bonds and the 2013 Bonds shall collectively be referred to as the "Prior Bonds"; and

WHEREAS, the 2010 Resolution and the 2013 Resolution shall collectively be referred to as the "Prior Resolutions"; and

WHEREAS, certain improvements to the System are necessary to meet the needs of the Municipality and the residents thereof, consisting of the construction of a project (the "Project") assigned Clean Water Fund Program Project No. 4019-19 by the Department of Natural Resources, and as described in the Department of Natural Resources approval letter for the plans and specifications of the Project, or portions thereof, issued under Section 281.41, Wisconsin Statutes, assigned No. S-2017-0804 and dated January 10, 2018 by the DNR; and

WHEREAS, under the provisions of Chapter 66, Wisconsin Statutes any municipality may, by action of its governing body, provide for purchasing, acquiring, constructing, extending, adding to, improving, operating and managing a public utility from the proceeds of bonds, which bonds are to be payable only from the revenues received from any source by such utility, including all rentals and fees; and

WHEREAS, the Municipality deems it to be necessary, desirable and in its best interest to authorize and sell sewerage system revenue bonds of the Municipality payable solely from the revenues of the System, pursuant

Finances  
Personnel

to the provisions of Section 66.0621, Wisconsin Statutes, to pay the cost of the Project; and

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

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

NOW, THEREFORE, be it resolved by the Governing Body of the Municipality that:

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

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

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

(c) "Bonds" means the \$2,323,791 Sewerage System Revenue Bonds, Series 2019D, of the Municipality dated their date of issuance, authorized to be issued by this Resolution;

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

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

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

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

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

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

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

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

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

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

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

(o) "Prior Bonds" means the 2010 Bonds and the 2013 Bonds collectively;

(p) "Prior Resolutions" means the 2010 Resolution and the 2013 Resolution collectively;

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

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

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

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

(t) "2010 Bonds" means the Municipality's Sewerage System Revenue Bonds, Series 2010A, dated May 26, 2010;

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

(v) "2013 Bonds" means the Municipality's Sewerage System Revenue Bonds, Series 2013A, dated October 23, 2013; and

(w) "2013 Resolution" means a resolution adopted by the Common Council on October 7, 2013 authorizing the issuance of the 2013 Bonds.

Section 2. Authorization of the Bonds and the Financial Assistance Agreement. For the purpose of paying the cost of the Project (including legal, fiscal, engineering and other expenses), there shall be borrowed on the credit of the income and revenue of the System up to the sum of \$2,323,791; and fully registered revenue bonds of the Municipality are authorized to be issued in evidence thereof and sold to the State of Wisconsin Clean Water Fund Program in accordance with the terms and conditions of the Financial Assistance Agreement, which is incorporated herein by this reference and the Mayor and City Clerk of the Municipality are hereby authorized, by and on behalf of the Municipality, to execute the Financial Assistance Agreement.

Section 3. Terms of the Bonds. The Bonds shall be designated "Sewerage System Revenue Bonds, Series 2019D" (the "Bonds"); shall be dated their date of issuance; shall be numbered one and upward; shall bear interest at the rate of 1.650% per annum; shall be issued in denominations of \$0.01 or any integral multiple thereof; and shall mature on the dates and in the amounts as set forth in Exhibit B of the Financial Assistance Agreement and in the Bond form attached hereto as Exhibit A as it is from time to time adjusted by the State of Wisconsin based upon the actual draws made by the Municipality. Interest on the Bonds shall be payable commencing on May 1, 2020 and semiannually thereafter on May 1 and November 1 of each year. The Bonds shall not be subject to redemption prior to maturity except as provided in the Financial Assistance Agreement.

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

Section 4. Form, Execution, Registration and Payment of the Bonds. The Bonds shall be issued as registered obligations in substantially the

form attached hereto as Exhibit A and incorporated herein by this reference.

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

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

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

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

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

- (a) Revenue Fund, into which shall be deposited as received the Gross Earnings of the System, which money shall then be divided among the Operation and Maintenance Fund, the Debt Service Fund,

the Depreciation Fund and the Surplus Fund in the amounts and in the manner set forth in Section 7 hereof and used for the purposes described below.

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

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

- (a) to the Operation and Maintenance Fund, in an amount equal to the estimated Current Expenses for such month and for the following month (after giving effect to available amounts in said Fund from prior deposits);
- (b) to the Debt Service Fund, an amount equal to one-sixth (1/6) of the next installment of interest coming due on the Prior Bonds, the Bonds and any Parity Bonds then outstanding and an amount equal to one-twelfth (1/12) of the installment of principal of the Prior Bonds, the Bonds and any Parity Bonds coming due during such Bond Year (after giving effect to available amounts in said Fund from accrued interest, any premium or any other source), and any amount required by a future resolution

authorizing the issuance of Parity Bonds to fund a Reserve Account established therein;

- (c) to the Depreciation Fund, an amount determined by the Governing Body to be sufficient to provide a proper and adequate depreciation account for the System; and
- (d) to the Surplus Fund, any amount remaining in the Revenue Fund after the monthly transfers required above have been completed.

Transfers from the Revenue Fund to the Operation and Maintenance Fund, the Debt Service Fund, the Depreciation Fund and the Surplus Fund shall be made monthly not later than the tenth day of each month, and such transfer shall be applicable to monies on deposit in the Revenue Fund as of the last day of the month preceding. Any other transfers and deposits to any fund required or permitted by subsection (a) through (d) of this Section, except transfers or deposits which are required to be made immediately or annually, shall be made on or before the tenth day of the month. Any transfer or deposit required to be made at the end of any Fiscal Year shall be made within sixty (60) days after the close of such Fiscal Year. If the tenth day of any month shall fall on a day other than a business day, such transfer or deposit shall be made on the next succeeding business day.

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

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

Section 9. Service to the Municipality. The reasonable cost and value of services rendered to the Municipality by the System by furnishing sewerage services for public purposes shall be charged against the

Municipality and shall be paid in monthly installments as the service accrues, out of the current revenues of the Municipality collected or in the process of collection, exclusive of the revenues derived from the System; that is to say, out of the tax levy of the Municipality made by it to raise money to meet its necessary current expenses. The reasonable cost and value of such service to the Municipality in each year shall be equal to an amount which, together with other revenues of the System, will produce in each Fiscal Year Net Revenues equivalent to not less than the annual principal and interest requirements on the Prior Bonds, the Bonds, any Parity Bonds and any other obligations payable from the revenues of the System then outstanding, times the greater of (i) 110% or (ii) the highest debt service coverage ratio required with respect to any obligations payable from revenues of the System then outstanding. However, such payment out of the tax levy shall be subject to (a) approval of the Public Service Commission, or successors to its function, if applicable, (b) yearly appropriations therefor, and (c) applicable levy limitations, if any; and neither this Resolution nor such payment shall be construed as constituting an obligation of the Municipality to make any such appropriation over and above the reasonable cost and value of the services rendered to the Municipality and its inhabitants or to make any subsequent payment over and above such reasonable cost and value.

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

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

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

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

(1) The Net Revenues of the System for the Fiscal Year immediately preceding the issuance of such additional bonds must

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

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

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

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

Section 12. Sale of Bonds. The sale of the Bonds to the State of Wisconsin Clean Water Fund Program for the purchase price of up to \$2,323,791 and at par, is ratified and confirmed; and the officers of the Municipality are authorized and directed to do any and all acts, including executing the Financial Assistance Agreement and the Bonds as hereinabove provided, necessary to conclude delivery of the Bonds to said purchaser, as soon after adoption of this Resolution as is convenient. The purchase price for the Bonds shall be paid upon requisition therefor as provided in the Financial Assistance Agreement, and the officers of the Municipality are authorized to prepare and submit to the State requisitions and disbursement requests in anticipation of the execution of the Financial Assistance Agreement and the issuance of the Bonds.

Section 13. Application of Bond Proceeds. The proceeds of the sale of the Bonds shall be deposited by the Municipality into a special fund designated as "Sewerage System CWFP Project Fund." The Sewerage System CWFP Project Fund shall be used solely for the purpose of paying the costs

of the Project as more fully described in the preamble hereof and in the Financial Assistance Agreement. Moneys in the Sewerage System CWFPP Project Fund shall be disbursed within three (3) business days of their receipt from the State of Wisconsin and shall not be invested in any interest-bearing account.

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

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

Section 16. Rebate Fund. Unless the Bonds are exempt from the rebate requirements of the Internal Revenue Code of 1986, as amended (the "Code"), the Municipality shall establish and maintain, so long as the Bonds and any Parity Bonds are outstanding, a separate account to be known as the "Rebate Fund." The sole purpose of the Rebate Fund is to provide

for the payment of any rebate liability with respect to the Bonds under the relevant provisions of the Code and the Treasury Regulations promulgated thereunder (the "Regulations"). The Rebate Fund shall be maintained by the Municipality until all required rebate payments with respect to the Bonds have been made in accordance with the relevant provisions of the Code and the Regulations.

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

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

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

Section 18. Continuing Disclosure. The officers of the Municipality are hereby authorized and directed, if requested by the State of Wisconsin, to provide to the State of Wisconsin Clean Water Fund Program and to such other persons or entities as directed by the State of

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

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

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

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

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

EXHIBIT A

(Form of Municipal Obligation)

REGISTERED  
NO. \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF WISCONSIN  
SHEBOYGAN COUNTY  
CITY OF SHEBOYGAN

REGISTERED  
\$ \_\_\_\_\_

SEWERAGE SYSTEM REVENUE BOND, SERIES 2019D

Final  
Maturity Date

May 1, 2039

Date of  
Original Issue

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

REGISTERED OWNER: STATE OF WISCONSIN CLEAN WATER FUND PROGRAM

FOR VALUE RECEIVED the City of Sheboygan, Sheboygan County, Wisconsin (the "Municipality") hereby acknowledges itself to owe and promises to pay to the registered owner shown above, or registered assigns, solely from the fund hereinafter specified, the principal sum of an amount not to exceed \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_) (but only so much as shall have been drawn hereunder, as provided below) on May 1 of each year commencing May 1, 2020 until the final maturity date written above, together with interest thereon (but only on amounts as shall have been drawn hereunder, as provided below) from the dates the amounts are drawn hereunder or the most recent payment date to which interest has been paid, at the rate of 1.650% per annum, calculated on the basis of a 360-day year made up of twelve 30-day months, such interest being payable on the first days of May and November of each year, with the first interest being payable on May 1, 2020.

The principal amount evidenced by this Bond may be drawn upon by the Municipality in accordance with the Financial Assistance Agreement entered by and between the Municipality and the State of Wisconsin by the Department of Natural Resources and the Department of Administration including capitalized interest transferred (if any). The principal amounts so drawn shall be repaid in installments on May 1 of each year commencing on May 1, 2020 in an amount equal to an amount which when amortized over the remaining term of this Bond plus current payments of interest (but only on amounts drawn hereunder) at One and 650/1000ths percent (1.650%) per annum shall result in equal annual payments of the total of principal and the semiannual payments of interest. The State of Wisconsin Department of Administration shall record such draws and corresponding principal repayment schedule on a cumulative basis in the format shown on the attached Schedule A.

Both principal and interest hereon are hereby made payable to the registered owner in lawful money of the United States of America. On the final maturity date, principal of this Bond shall be payable only upon presentation and surrender of this Bond at the office of the Municipal Treasurer. Principal hereof (except the final maturity) and interest hereon shall be payable by electronic transfer or by check or draft dated on or before the applicable payment date and mailed from the office of the Municipal Treasurer to the person in whose name this Bond is registered at the close of business on the fifteenth day of the calendar month next preceding such interest payment date.

The Bonds shall not be redeemable prior to their maturity, except with the consent of the registered owner.

This Bond is transferable only upon the books of the Municipality kept for that purpose at the office of the Municipal Treasurer, by the registered owner in person or its duly authorized attorney, upon surrender of this Bond, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Municipal Treasurer, duly executed by the registered owner or its duly authorized attorney. Thereupon a replacement Bond shall be issued to the transferee in exchange therefor. The Municipality may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal or interest hereof and for all other purposes. This Bond is issuable solely as a negotiable, fully-registered bond, without coupons, and in denominations of \$0.01 or any integral multiple thereof.

This Bond is issued for the purpose of providing for the payment of the cost of constructing improvements to the Sewerage System of the Municipality, pursuant to Article XI, Section 3, of the Wisconsin Constitution, Section 66.0621, Wisconsin Statutes, and a resolution adopted October 21, 2019, and entitled: "Resolution Authorizing the Issuance and Sale of Up to \$2,323,791 Sewerage System Revenue Bonds, Series 2019D, and Providing for Other Details and Covenants With Respect Thereto" and is payable only from the income and revenues of the Sewerage System of the Municipality (the "Utility"). The Bonds are issued on a parity with the Municipality's Sewerage System Revenue Bonds, Series 2010A, dated May 26, 2010 and Sewerage System Revenue Bonds, Series 2013A, dated October 23, 2013, as to the pledge of income and revenues of the Utility. This Bond does not constitute an indebtedness of said Municipality within the meaning of any constitutional or statutory debt limitation or provision.

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

IN WITNESS WHEREOF, the Municipality has caused this Bond to be signed by the signatures of its Mayor and City Clerk, and its corporate seal to be impressed hereon, all as of the date of original issue specified above.

CITY OF SHEBOYGAN,  
WISCONSIN

(SEAL)

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

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

(Form of Assignment)

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

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

(Please print or typewrite name and address, including zip code, of Assignee)

Please insert Social Security or other identifying number of Assignee

\_\_\_\_\_

the within Bond and all rights thereunder, hereby irrevocably constituting and appointing

\_\_\_\_\_

Attorney to transfer said Bond on the books kept for the registration thereof with full power of substitution in the premises.

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

\_\_\_\_\_  
NOTICE: The signature of this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Signature(s) guaranteed by

\_\_\_\_\_

SCHEDULE A

\$2,323,791

CITY OF SHEBOYGAN, WISCONSIN  
SEWERAGE SYSTEM REVENUE BONDS, SERIES 2019D

<u>Amount of Disburse- ment</u>	<u>Date of Disbursement</u>	<u>Series of Bonds</u>	<u>Principal Repaid</u>	<u>Principal Balance</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

SCHEDULE A (continued)

PRINCIPAL REPAYMENT SCHEDULE

<u>Date</u>	<u>Principal Amount</u>
May 1, 2020	\$99,018.18
May 1, 2021	100,651.98
May 1, 2022	102,312.73
May 1, 2023	104,000.89
May 1, 2024	105,716.91
May 1, 2025	107,461.24
May 1, 2026	109,234.35
May 1, 2027	111,036.72
May 1, 2028	112,868.82
May 1, 2029	114,731.16
May 1, 2030	116,624.22
May 1, 2031	118,548.52
May 1, 2032	120,504.57
May 1, 2033	122,492.90
May 1, 2034	124,514.03
May 1, 2035	126,568.51
May 1, 2036	128,656.89
May 1, 2037	130,779.73
May 1, 2038	132,937.59
May 1, 2039	135,131.06

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

Financial Assistance Agreement  
Clean Water Fund Program  
Form 8700-214A rev 01/19

STATE OF WISCONSIN CLEAN WATER FUND PROGRAM  
FINANCIAL ASSISTANCE AGREEMENT WITH PRINCIPAL FORGIVENESS

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STATE OF WISCONSIN  
DEPARTMENT OF NATURAL RESOURCES  
DEPARTMENT OF ADMINISTRATION

and

CITY OF SHEBOYGAN

---

\$3,073,791 With up to \$750,000 PRINCIPAL FORGIVENESS

FINANCIAL ASSISTANCE AGREEMENT

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Dated as of August 28, 2019

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

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

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

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Municipal Identification No. 59281  
Clean Water Fund Program Project No. 4019-19

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WITNESSETH:

WHEREAS, this is a FINANCIAL ASSISTANCE AGREEMENT (the "FAA"), dated November 13, 2019, between the STATE OF WISCONSIN Clean Water Fund Program (the "CWFP"), by the Department of Natural Resources (the "DNR") and the Department of Administration (the "DOA"), acting under authority of ss. 281.58 and 281.59, Wis. Stats., as amended (the "Statute"), and the City of Sheboygan, a municipality within the meaning of the Statute, duly organized and existing under the laws of the State of Wisconsin (the "Municipality"); and

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

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

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

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

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

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

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

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

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

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

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

ARTICLE I  
DEFINITIONS; RULES OF INTERPRETATION

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

"Act" means the Federal Water Pollution Control Act, 33 U.S. Code §§1250 et seq., as amended.

"Application" means the written application of the Municipality dated September 18, 2018, for financial assistance under the Statute.

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

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

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

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

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

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

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

"FAA" means this Financial Assistance Agreement.

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

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

"Financial Assistance" means any proceeds provided under this Financial Assistance Agreement in the form of a Loan of which part of the Loan principal will be forgiven.

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

"Fiscal Sustainability Plan" means a plan meeting the minimum requirements of section 603(d)(1)(E) of the Act.

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

"Loan" means the loan or loans made by the CWFP to the Municipality of which a portion of the principal will be forgiven pursuant to this FAA.

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

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

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

- (a) the FAA and the performance by the Municipality of its obligations thereunder have been duly authorized by all necessary actions by the governing body of the Municipality, and the FAA has been duly executed and delivered by the Municipality;
- (b) the Municipal Obligations have been duly authorized, executed, and delivered by the Municipality and sold to the CWFP;
- (c) each of the FAA and the Municipal Obligations constitutes a legal, valid, and binding obligation of the Municipality, enforceable against the Municipality in accordance with its respective terms (provided that enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable and that its enforcement may also be subject to the exercise of judicial discretion in appropriate cases);
- (d) the Municipal Obligations constitute special obligations of the Municipality secured as to payment of principal, interest, and redemption price by the pledged revenues as set forth therein;
- (e) interest on the Municipal Obligations is not included in gross income of the owners thereof for federal income taxation purposes under existing laws, regulations, rulings, and judicial decisions;
- (f) the Municipal Obligations are not "arbitrage bonds" within the meaning of Section 148 of the Code and the arbitrage regulations; and
- (g) the Municipal Obligations are not "private activity bonds" as defined in Section 141(a) of the Code.

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

"Municipal Obligations" means the bonds or notes issued and delivered by the Municipality to the CWFP, a specimen copy of which is included in the Municipal Obligations transcript in exchange for the portion of the Loan which is not subject to Principal Forgiveness.

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

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

"Parity Obligations" means the Municipality's \$2,947,632 Sewerage System Revenue Bonds, Series 2010A, dated May 26, 2010; its \$8,974,081 Sewerage System Revenue Bonds, Series 2013A, dated October 23,

2013; and any other obligations issued on a parity with the Municipal Obligations pursuant to the restrictive provisions of Section 11 of the Municipal Obligation Resolution.

"Plans and Specifications" means the Project design plans and specifications assigned No. S-2017-0804, approved by DNR on January 10, 2018, as the same may be amended or modified from time to time in accordance with this FAA.

"Principal Forgiveness" means Financial Assistance received in the form of forgiveness of Loan principal pursuant to the Act, Regulations, and this FAA of which no repayment thereof shall be required except as may be required per the Act, Statutes, Regulations, or this FAA. The amount of principal forgiveness available for this Project as of the date of this FAA is \$750,000. The applicable percentage of principal forgiveness for this Project, as shown on the Final Funding List, is 25%.

"Progress payments" means payments for work in place and materials or equipment that have been delivered or are stockpiled in the vicinity of the construction site. This includes payments for undelivered, specifically manufactured equipment if: (1) designated in the specifications, (2) could not be readily utilized or diverted to another job, and (3) a fabrication period of more than 6 months is anticipated.

"Project" means the project assigned CFWP Project No. 4019-19 by DNR, described in the Project Manager Summary Page (Exhibit F), and further described in the DNR approval letter for the Plans and Specifications, or portions thereof, issued under s. 281.41, Wis. Stats.

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

"Regulations" means the Act, and chs. NR 108, NR 110, NR 150, NR 151, NR 162, and NR 216, Wis. Adm. Code, the regulations of DNR, and ch. Adm. 35, Wis. Adm. Code, the regulations of DOA, adopted pursuant to and in furtherance of the Act, as such may be adopted or amended from time to time.

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

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

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

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

"State" means the State of Wisconsin.

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

"Substantial Completion" means the date on which construction of the Project is sufficiently complete in accordance with the contract documents so that the owner can occupy and utilize the Project for its intended use.

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

"Use of American Iron and Steel" means the requirements contained in section 608 of the Act.

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

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

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

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

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

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

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

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

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

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

**ARTICLE II**  
**REPRESENTATIONS**

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

(a) The State is authorized to issue the Bonds in accordance with the Statute and the General Resolution and to use the proceeds thereof to provide funds for the Financial Assistance provided to the Municipality to undertake and complete the Project.

(b) The CWFP has complied with the provisions of the Statute and has full power and authority to execute and deliver this FAA, consummate the transactions contemplated hereby, and perform its obligations hereunder.

(c) The CWFP is not in violation of any of the provisions of the Constitution or laws of the State which would affect its powers referred to in the preceding paragraph (b).

(d) Pursuant to the Statute, the CWFP is authorized to execute and deliver the FAA and to take actions and make determinations that are required of the CWFP under the terms and conditions of the FAA.

(e) The execution and delivery by the CWFP of this FAA and the consummation of the transactions contemplated by this FAA shall not violate any indenture, mortgage, deed of trust, note, agreement, or other contract or instrument to which the State is a party, or by which it is bound, or, to the best of the CWFP's knowledge, any judgment, decree, order, statute, rule, or regulation applicable to the CWFP; all consents, approvals, authorizations, and orders of governmental or regulatory authorities that are required for the consummation of the transactions contemplated thereby have been obtained.

(f) To the knowledge of the CWFP, there is no action, suit, proceeding, or investigation at law or in equity, before or by any court, public board, or body, threatened against, pending, or affecting the CWFP, or, to the knowledge of the CWFP, any basis therefor, wherein an unfavorable decision, ruling, or finding would adversely affect the transactions contemplated hereby or which, in any way, could adversely affect the validity of this FAA or any agreement or instrument to which the State is a party and which is used or contemplated for use in consummation of the transactions contemplated by each of the foregoing.

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

(a) The Municipality possesses the legal municipal form of a city under ch. 62, Wis. Stats. The Municipality is located within the State and is a "municipality" within the meaning of the Statute, duly organized and existing under the laws of the State, and has full legal right, power, and authority to:

- (1) conduct its business and own its properties,
- (2) enter into this FAA,
- (3) adopt the Municipal Obligation Resolution,
- (4) issue and deliver the Municipal Obligations to the CWFP as provided herein, and
- (5) carry out and consummate all transactions contemplated by each of the aforesaid documents.

(b) The Municipality's Project is a project that is necessary to prevent the applicant from significantly exceeding an effluent limitation contained in its WPDES Permit (compliance maintenance).

(c) With respect to the issuance of the Municipal Obligations, the Municipality has complied with the Municipal Obligation Resolution and with all applicable laws of the State.

(d) The governing body of the Municipality has duly approved the execution and delivery of this FAA and the issuance and delivery of the Municipal Obligations in the aggregate principal amount of \$2,323,791 and authorized the taking of any and all action as may be required on the part of the Municipality and its authorized officers to carry out, give effect to, and consummate the transactions contemplated by each of the foregoing.

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

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

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

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

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

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

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

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

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

(j) The Municipality has full legal right and authority, and all necessary permits, licenses, and approvals (other than such permits, licenses, easements, or approvals that are not by their nature obtainable prior to Substantial Completion of the Project) required as of the date hereof to own the

Project, carry on its activities relating thereto, undertake and complete the Project, and carry out and consummate all transactions contemplated by this FAA.

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

(l) The Project is eligible under s. 281.58(7), Wis. Stats., for financing from the CWFPP and the Project Costs are equal to or in excess of the principal amount of the Municipal Obligations. The Project has satisfied the requirements of the State Environmental Review Procedures (SERP) contained in the Regulations. Portions of the Project that are ineligible for financing from the CWFPP are listed within the Project Manager Summary Page attached hereto as Exhibit F. The Municipality intends the Project to be eligible under the Statute throughout the term of this FAA.

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

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

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

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

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

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

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

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

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

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

(w) The Municipality represents that it submitted to DNR a bid tabulation for the Project with a recommendation to DNR for review and concurrence. The actual Substantial Completion date of the Project was May 17, 2019.

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

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

	Transportation	State-Shared	Total
2017	\$1,545,327.86	\$11,111,393.75	\$12,656,721.61
2018	\$1,745,669.54	\$11,070,318.82	\$12,815,988.36

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

2019	\$1,830,104.68	\$11,062,747.51	\$12,892,852.19
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These are not the entire amounts of State aid distributed to the Municipality. Other State aid is subject to intercept on failure of the Municipality to make full Loan payments due the CWFP.

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

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

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

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

(bb) The Municipality acknowledges that it is eligible to receive Financial Assistance in the form of a Loan of \$3,073,791 with Principal Forgiveness of \$750,000 for payment of Project Costs.

ARTICLE III  
LOAN PROVISIONS

Section 3.01. Loan Clauses

(a) Subject to the conditions and in accordance with the terms of this FAA, the CWFP hereby agrees to make the Loan and the Municipality agrees to accept the Loan. As evidence of the portion of the Loan made to the Municipality remaining subsequent to the Principal Forgiveness, the Municipality hereby agrees to sell to the CWFP Municipal Obligations in the aggregate principal amount of \$2,323,791. The CWFP shall pay for the Municipal Obligations in lawful money of the United States, which shall be disbursed as provided in this FAA.

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

(c) The Loan shall bear interest at the rate of one and 650/1000ths percent (1.65%) per annum, and interest shall accrue and be payable only on Loan principal amounts actually disbursed on the Municipal Obligations, from the date of disbursement until the date such amounts are repaid or forgiven.

(d) Disbursements of Financial Assistance shall generally be made: first, in the form of a Loan disbursement on the Municipal Obligations, which must be at least 5% of the Municipal Obligation amount or \$50,000, whichever is less; second, in the form of Loan disbursements that include the applicable percentage of Principal Forgiveness up to \$750,000; and third, if the Principal Forgiveness cap has been reached, in the form of Loan disbursements on the Municipal Obligations. Principal Forgiveness will be applied at the time of Loan disbursement.

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

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

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

Section 3.02. Municipal Obligations Amortization Principal and interest payments on the Municipal Obligations shall be due on the dates set forth in Exhibit B of this FAA. The payment amounts shown on Exhibit B are for informational purposes only and assume the full amount of the Municipal Obligations is disbursed and that the full amount of Principal Forgiveness available is applied to the Loan on November 13, 2019. It is understood that the actual amount of the Municipality's Municipal Obligations payments shall be based on the actual date and amount of disbursements on the Municipal Obligations. Notwithstanding the foregoing or anything in the Municipal Obligations, the Municipal Obligations shall be for no longer than twenty (20) years from the date of this FAA and shall mature and be fully amortized not later than twenty (20) years after the original issue date of the Municipal Obligations. Repayment of principal on the Municipal Obligations shall begin not later than twelve (12) months after the expected or actual Substantial Completion date of the Project.

**Section 3.03. Type of Municipal Obligation and Security** The Municipality's obligation to meet annual debt service requirements on the Municipal Obligations shall be a revenue obligation evidenced by issuance of revenue bonds pursuant to s. 66.0621, Wis. Stats. The security for the Municipality's obligation shall be a pledge of revenues to be derived from the Municipality's Sewerage System, and the Municipality shall agree that, if revenues from the Sewerage System are insufficient to meet annual debt service requirements, the Municipality shall purchase sewerage services in amounts sufficient to meet annual debt service requirements as provided in and set forth in Section 9 of the Municipal Obligation Resolution. The annual revenues net of all current expenses shall be equal to not less than the annual principal and interest requirements on the Municipal Obligations, any Parity Obligations, and any other debt obligations payable from the revenues of the Sewerage System then outstanding, times the greater of (i) 110 percent or (ii) the highest debt service coverage ratio required with respect to any Parity Obligations or any other debt obligations payable from the revenues of the Sewerage System then outstanding. As of the date of this FAA, the required debt service coverage ratio is 110 percent; however, this percentage is subject to change as outlined in the prior sentence. The Municipal Obligations are also secured as provided in Section 3.08 hereof.

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

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

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

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

**Section 3.05. Sale and Redemption of Municipal Obligations**

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

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

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

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

Section 3.06. Disbursement of Financial Assistance

(a) Under this FAA, Financial Assistance shall be drawn in the order specified in Section 3.01(d) of this document.

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

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

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

(1) If the Financial Assistance is not yet fully disbursed, and CWFP funds were previously disbursed for costs not eligible for CWFP funding or not eligible under this FAA, the CWFP shall make necessary adjustments to future disbursements.

(2) If the Financial Assistance is fully disbursed, including disbursements for any costs not eligible for CWFP funding or not eligible under this FAA, the Municipality agrees to repay to the CWFP an amount equal to the non-eligible costs within 60 days of notification by DNR or DOA. The CWFP shall then apply the amount it receives as a Loan prepayment or as a recovery of a Loan disbursement with Principal Forgiveness (if there is no outstanding Loan principal balance available to which the recovery may be applied).

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

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

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

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

(3) the Municipality certifies in writing to DNR its compliance with applicable federal requirements (certification must be as prescribed on Exhibit G); and

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

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

Section 3.07. Remedies

(a) If the Municipality:

- (1) or any authorized representative is not complying with federal or state laws, regulations, or requirements relating to the Project, and following due notice by DNR the Project is not brought into compliance within a reasonable period of time; or
- (2) is not complying with or is in violation of any provision set forth in this FAA; or
- (3) is not in compliance with the Statute or the Regulations;

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

- (i) Progress payments or disbursements otherwise due the Municipality of up to 20% may be withheld.
- (ii) Project work may be suspended.
- (iii) DNR may request a court of appropriate jurisdiction to enter an injunction or afford other equitable or judicial relief as the court finds appropriate.
- (iv) Other administrative remedies may be pursued.

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

- (1) Pursuant to s. 281.59(11)(b), Wis. Stats., DOA shall place on file a certified statement of all amounts due the CWFP under this FAA. DOA may collect all amounts due the CWFP by deducting those amounts from any State payments due the Municipality, or add a special charge to the amount of taxes apportioned to and levied upon the county in which the Municipality is located under s. 70.60, Wis. Stats.
- (2) Pursuant to s. NR 162.18(1), Wis. Adm. Code, DNR may: declare the unpaid Loan balance due and immediately payable; increase the interest rate on the unpaid balance of the Loan to the market interest rate in effect on the date the FAA was executed; or immediately terminate the FAA and disburse no additional funds, if the Loan has not been fully disbursed.
- (3) The CWFP may, without giving bond to the Municipality or anyone claiming under it, have a receiver appointed for the CWFP's benefit of the Project and the Municipality's Sewerage System and of the earnings, income, rents, issues, and profits thereof, with such powers as the court making such appointment shall confer. The Municipality hereby irrevocably consents to such appointment.
- (4) In the case of a joint utility system, the CWFP may bill the users of the Municipality's system directly.

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

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

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

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

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

ARTICLE IV  
CONSTRUCTION OF THE PROJECT

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

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

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

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

Section 4.04. Completion of the Project

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

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

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

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

(1) certify to DNR its acceptance of the Project from its contractors, subject to claims against contractors and third parties;

(2) complete and deliver to DNR the completed Contract Utilization of Disadvantaged Business Enterprises (DBE) form attached hereto as Exhibit E of this FAA;

(3) prepare and deliver to DNR the completed Federal Requirements Compliance Certification attached hereto as Exhibit G of this FAA;

(4) obtain all required permits and authorizations from appropriate authorities for operation and use of the Project; and

(5) submit to DNR an Operation and Maintenance Manual Certification Checklist.

**Section 4.05. Payment of Additional Project Costs**

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

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

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

**ARTICLE V  
COVENANTS**

**Section 5.01. Application of Financial Assistance** The Municipality shall apply the proceeds of the Financial Assistance solely to Project Costs.

**Section 5.02. Operation and Maintenance; Equipment Replacement Fund**

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

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

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

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

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

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

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

**Section 5.05. Establishment of Project Accounts; Audits**

(a) The Municipality shall maintain Project accounts in accordance with generally accepted accounting principles (GAAP), including standards relating to the reporting of infrastructure assets and directions issued by the CWFP. Without any request the Municipality shall furnish to DOA as soon as available, and in any event within one hundred eighty (180) days after the close of each fiscal year, a copy of the audit report for such year and accompanying GAAP-based financial statements for such period, as examined and reported by such independent certified public accountants of recognized standing selected by the Municipality and reasonably satisfactory to DOA, whose reports shall indicate that the accompanying financial statements have been prepared in conformity with GAAP and include standards relating to the reporting of infrastructure assets.

(b) The Municipality shall maintain a separate account that reflects the receipt and expenditure of all CWFP funds for the Project. All Financial Assistance shall be credited promptly upon receipt thereof and shall be reimbursement for or expended only for Project Costs. The Municipality shall: permit any authorized representative of DNR or DOA, or agents thereof, the right to review or audit all records relating to the Project or the Financial Assistance; produce, or cause to be produced, all records relating to any work performed under the terms of this FAA for examination at such times as may be designated by any of them or their authorized representatives; permit extracts and copies of the Project records to be made by them or their authorized representatives; and fulfill information requests by them or their authorized representatives.

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

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

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

Section 5.09. Tax Covenants

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

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

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

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

**Section 5.10. User Fee Covenant**

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

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

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

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

**Section 5.13. Nondiscrimination Covenant**

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

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

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

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

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

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

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

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

Section 5.20. Rebates The Municipality agrees to pay to the CWFP any refunds, rebates, credits, or other amounts received for Project Costs that have already been funded by the CWFP. The CWFP shall then apply the amount it receives as a Loan prepayment or as a recovery of a Loan disbursement with Principal Forgiveness (if there is no outstanding Loan principal balance for the Project).

Section 5.21. Maintenance of Legal Existence

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

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

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

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

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

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

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

Section 5.23. Fiscal Sustainability Plan The Municipality has completed all required components of a Fiscal Sustainability Plan and shall maintain the plan at least for the life of the Loan.

Section 5.24. Use of American Iron and Steel The Municipality agrees to comply with requirements for Use of American Iron and Steel contained in section 608 of the Act for products used in the Project which are made primarily of iron and/or steel.

**ARTICLE VI**  
**MISCELLANEOUS**

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

- (a) DEPARTMENT OF ADMINISTRATION  
OFFICE OF CAPITAL FINANCE  
CLEAN WATER FUND PROGRAM  
101 EAST WILSON STREET 10TH FLOOR  
MADISON WI 53702-0004  
OR  
PO BOX 7864  
MADISON WI 53707-7864
  
- (b) DEPARTMENT OF NATURAL RESOURCES  
BUREAU OF COMMUNITY FINANCIAL ASSISTANCE  
101 SOUTH WEBSTER STREET 2ND FLOOR  
MADISON WI 53702-0005  
OR  
PO BOX 7921  
MADISON WI 53707-7921
  
- (c) US BANK CORP TRUST  
MATTHEW HAMILTON EP-MN-WS3T  
60 LIVINGSTON AVENUE  
ST PAUL MN 55101-2292
  
- (d) CITY OF SHEBOYGAN  
828 CENTER AVENUE  
SHEBOYGAN WI 53081

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

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

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

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

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

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

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

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

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

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

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

- (a) The CWFP and the Municipality may enter into an agreement to terminate this FAA at any time. The termination agreement shall establish the effective date of termination of this FAA, the basis for settlement of termination costs, and the amount and date of payment of any sums due either party.
- (b) If the Municipality wishes to unilaterally terminate all or any part of the Project work for which Financial Assistance has been awarded, the Municipality shall promptly give written notice to DNR. If the CWFP determines that there is a reasonable basis for the requested termination, the CWFP may enter into a termination agreement, including provisions for FAA termination costs, effective with the date of cessation of the Project work by the Municipality. If the CWFP determines that the Municipality has ceased work on the Project without reasonable basis, the CWFP may unilaterally terminate Financial Assistance or rescind this FAA.

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

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

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

CITY OF SHEBOYGAN

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

Attest: \_\_\_\_\_  
Meredith DeBruin  
City Clerk

STATE OF WISCONSIN  
DEPARTMENT OF ADMINISTRATION

By: \_\_\_\_\_  
Authorized Officer

STATE OF WISCONSIN  
DEPARTMENT OF NATURAL RESOURCES

By: \_\_\_\_\_  
Authorized Officer

EXHIBIT A  
PROJECT BUDGET SHEET

CITY OF SHEBOYGAN  
 CWFP Project No. 4019-19

	Total Project Costs	Ineligible SDWLP Costs	SDWLP Total Award Amount for this Project
Force Account	\$0	\$0	\$0
Interim Financing Costs	\$0	\$0	\$0
Preliminary Engineering	\$100,000	\$0	\$100,000
Land or Easement Acquisition	\$0	\$0	\$0
Engineering/Construction Mgmt.	\$55,000	\$0	\$55,000
Construction/Equipment	\$2,780,828	\$0	\$2,780,828
Contingency	\$123,893	\$0	\$123,893
Miscellaneous Costs	\$6,070	\$0	\$6,070
SDWLP Closing Costs	\$8,000	\$0	\$8,000
<b>Total</b>	<b>\$3,073,791</b>	<b>\$0</b>	<b>\$3,073,791</b>
Principal Forgiveness Amount (A)			\$750,000
Net SDWLP Loan Amount			\$2,323,791

A = Principal Forgiveness is calculated and awarded up to 25% of the eligible CWFP Total Award Amount for this Project, with a principal forgiveness cap of \$750,000.

**EXHIBIT B**

**LOAN AMORTIZATION SCHEDULE**

**INTEREST RATES AND PRINCIPAL REPAYMENT SCHEDULE**

EXHIBIT C

FORM OF LOAN DISBURSEMENT TABLE

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

EXHIBIT D

OPERATING CONTRACTS

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

EXHIBIT E

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

MANDATORY PROJECT CLOSEOUT DOCUMENT

Note: This form is authorized by s. NR 162.14(4)(b)4, Wis. Adm. Code. Receipt of this completed form by the Department is mandatory prior to receiving a final disbursement. The information printed on this form is taken from the completed DBE Subcontractor Utilization Form (EPA Form 6100-4). Any changes or additions made to the list of prime contractors and DBE subcontractors during the construction must be reflected on this form at closeout. Personal information collected on this form will be used for program administration and must be made available to requesters as required by Wisconsin Open Records Law (s. 19.31 – 19.39, Wis. Stats.).

Municipality Name: City of Sheboygan	Project Number: 4019-19	Loan/Grant Amount: \$ 3,073,791
Project Description: Replace medium voltage switchgear at WWTP		
Did the municipality satisfy the DBE requirements? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (If no, refer to Project Manager Summary Page of the FAA.)		

Construction/Equipment/Supplies Contracts	Indicate DBE Type	Type of Product or Service *	Contract Estimate \$	Actual Amount Paid to DBE Firm
				<b>Municipality Completes at Project Closeout</b>
Prime: Altmeyer Electric, Inc.	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other <input checked="" type="checkbox"/> N/A	Electrical	\$2,780,828	
Sub: Price & Sons	<input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other	Electrical	\$90,000	
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Prime:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other <input type="checkbox"/> N/A			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Prime:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other <input type="checkbox"/> N/A			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
				Total MBE \$ _____
				Total WBE \$ _____
				Total Other \$ _____

Professional/Technical Services Contracts	Indicate DBE Type	Type of Product or Service *	Contract Estimate \$	Actual Amount Paid to DBE Firm
				Municipality Completes at Project Closeout
Prime: Strand Associates	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input checked="" type="checkbox"/> Other X N/A	Engineering	\$132,000	
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Prime:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other <input type="checkbox"/> N/A			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Prime:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other <input type="checkbox"/> N/A			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
				Total MBE \$ _____
				Total WBE \$ _____
				Total Other \$ _____

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

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

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

EXHIBIT F

PROJECT MANAGER SUMMARY PAGE

CITY OF SHEBOYGAN  
CWFP Project No. 4019-19

1. **Project Description:** This Project will replace aging electrical switch gear at the wastewater treatment plant. New gear that is designed to modern electrical standards will be installed.
2. **Ineligible Costs:** No ineligible costs were identified in the review of this Project. If the Department identifies ineligible costs as the Project progresses, the Department will notify the Municipality.
3. **Contingency Allowance:** The Contingency allowance of \$123,893 is five percent of the amount of uncompleted construction work adjusted for CME reviewed change orders. The Municipality must obtain CME approval of change orders prior to requesting reimbursement.

Base contingency (Uncompleted construction work x 5%)	\$139,042
--	-----------

Contractor	Contract No.	CO No.	
Altmeyer Electric, Inc.	1-2017	1	\$(15,149)

Total Contingency Allowance	\$123,893
-----------------------------	-----------

4. **Equipment Replacement Fund:** The Municipality shall establish an equipment replacement fund according to s. NR 162.08, Wis. Adm. Code, and maintain the equipment replacement fund as a separate fund of the Municipality. Annual deposits shall be made to the equipment replacement fund in amounts sufficient to meet the equipment replacement schedule developed by the Municipality. Based on review of the equipment replacement fund information in the CWFP application, the annual deposit is estimated at \$896,050.
5. **DBE Good Faith Efforts:** The Municipality and their prime contractor made good faith efforts to obtain DBE participation in the Project. The prime contractor is subcontracting with one MBE, Price & Sons Inc., for approximately \$90,000 of work.
6. **Use of American Iron and Steel:** This Project is subject to the Use of American Iron and Steel (UAIS) requirements of section 608 of the Act.
7. **Fiscal Sustainability Plan:** The Municipality certified to DNR that a Fiscal Sustainability Plan (FSP) that meets the requirements of section 603(d)(1)(E) of the Act has been developed and that the plan will be maintained at least for the life of the Loan.
8. **Miscellaneous Costs:** \$6,070 of Project Costs are included on the Miscellaneous line of the budget (Exhibit A) for geotechnical services.

EXHIBIT G

FEDERAL REQUIREMENTS COMPLIANCE CERTIFICATION

**[Prepare on Municipal Letterhead at Project Completion and Closeout]**

The undersigned officials of the City of Sheboygan (the "Municipality") hereby certify that, for all expenditures made for construction of DNR Project No. 4019-19 (the "Project"), the Municipality has met the prevailing wage rate requirements of the Davis-Bacon Act.

The Municipality further certifies that, after taking into account any national or project-specific waivers approved by the U.S. Environmental Protection Agency, DNR Project No. 4019-19 has met the requirements for the Use of American Iron and Steel contained in section 608 of the Federal Water Pollution Control Act, as amended.

The Municipality further certifies that a Fiscal Sustainability Plan meeting the requirements of section 603(d)(1)(E) of the Federal Water Pollution Control Act, as amended, has been completed for the treatment works and that the plan will be maintained at least for the life of the CWFP Loan for the Project.

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

By: \_\_\_\_\_  
[Name of Municipal Official or  
Authorized Representative]  
[Title]

Dated as of: \_\_\_\_\_

Attest: \_\_\_\_\_  
[Name of Clerk or Secretary]  
[Title]

Dated as of: \_\_\_\_\_

III

Res. No. \_\_\_\_\_ - 19 - 20. By Alderpersons Donohue and Bohren.  
October 7, 2019.

A RESOLUTION authorizing the appropriate City officials to execute a Vacant Land Offer to Purchase with Habitat for Humanity Lakeside, Inc. with regard to two City-owned vacant lots (Lots 11 and 12) on the northwest corner of Erie Avenue and North 10th Street.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Vacant Land Offer to Purchase between the City of Sheboygan and Habitat for Humanity Lakeside, Inc., in form substantially similar to the attached.

Finances  
Personnel

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

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

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

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

**WB-13 VACANT LAND OFFER TO PURCHASE**

1 LICENSEE DRAFTING THIS OFFER ON October 4, 2019 [DATE] IS ~~(AGENT OF BUYER)~~  
2 ~~(AGENT OF SELLER/LISTING BROKER) (AGENT OF BUYER AND SELLER)~~ STRIKE THOSE NOT APPLICABLE

3 **GENERAL PROVISIONS** The Buyer, Habitat for Humanity Lakeside, Inc.

4 \_\_\_\_\_, offers to purchase the Property  
5 known as ~~(Street Address)~~ Lots 11 and 12 of CSM Vol. 29 at Pages 104-106 (Tax Parcel Nos. 59281204181 and 59281204191)  
6 in the City \_\_\_\_\_ of Sheboygan, County of Sheboygan, Wisconsin (Insert  
7 additional description, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525), on the following terms:

8 ■ PURCHASE PRICE: Two and 00/100  
9 \_\_\_\_\_ Dollars (\$ 2.00 ).

10 ■ EARNEST MONEY of \$ 0 accompanies this Offer and earnest money of \$ \_\_\_\_\_  
11 will be mailed, or commercially or personally delivered within \_\_\_\_\_ days of acceptance to listing broker or  
12 \_\_\_\_\_.

13 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise provided below.

14 ■ INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on the  
15 date of this Offer not excluded at lines 18-19, and the following additional items: none  
16 \_\_\_\_\_

17 \_\_\_\_\_

18 ■ NOT INCLUDED IN PURCHASE PRICE: \_\_\_\_\_  
19 \_\_\_\_\_.

20 **CAUTION: Identify Fixtures that are on the Property (see lines 290-294) to be excluded by Seller or which are rented**  
21 **and will continue to be owned by the lessor.**

22 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are**  
23 **included/excluded. Annual crops are not part of the purchase price unless otherwise agreed.**

24 ■ ZONING: Seller represents that the Property is zoned: residential.

25 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical  
26 copies of the Offer.

27 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines**  
28 **running from acceptance provide adequate time for both binding acceptance and performance.**

29 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on  
30 or before October 25, 2019. Seller may keep the Property on the  
31 market and accept secondary offers after binding acceptance of this Offer.

32 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**

33 **OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX (  ) ARE PART OF THIS  
34 OFFER ONLY IF THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A"  
35 OR ARE LEFT BLANK.

36 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and  
37 written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 38-56.

38 (1) **Personal Delivery:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if  
39 named at line 40 or 41.

40 Seller's recipient for delivery (optional): \_\_\_\_\_

41 Buyer's recipient for delivery (optional): \_\_\_\_\_

42  (2) **Fax:** fax transmission of the document or written notice to the following telephone number:

43 Seller: ( \_\_\_\_\_ ) Buyer: ( \_\_\_\_\_ )

44  (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a  
45 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 40 or 41, for  
46 delivery to the Party's delivery address at line 49 or 50.

47  (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party,  
48 or to the Party's recipient for delivery if named at line 40 or 41, for delivery to the Party's delivery address at line 49 or 50.

49 Delivery address for Seller: \_\_\_\_\_

50 Delivery address for Buyer: \_\_\_\_\_

51  (5) **E-Mail:** electronically transmitting the document or written notice to the Party's e-mail address, if given below at line  
52 55 or 56. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for  
53 personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically  
54 to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.

55 E-Mail address for Seller (optional): chad.pelishkek@sheboyganwi.gov

56 E-Mail address for Buyer (optional): lisamdarr@gmail.com

57 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller  
58 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

59 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this  
60 Offer at lines 458-464 or 526-534 or in an addendum attached per line 525. At time of Buyer's occupancy, Property shall be  
61 free of all debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left  
62 with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

63 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no  
64 notice or knowledge of Conditions Affecting the Property or Transaction (see lines 163-187 and 246-278) other than those  
65 identified in the Seller's disclosure report dated \_\_\_\_\_, which was received by Buyer prior to  
66 Buyer signing this Offer and which is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE**  
67 and \_\_\_\_\_

68 \_\_\_\_\_  
69 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT**

70 **CLOSING** This transaction is to be closed no later than October 31, 2019

71 \_\_\_\_\_ at the place selected by Seller, unless otherwise agreed by the Parties in writing.

72 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:  
73 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners association  
74 assessments, fuel and \_\_\_\_\_

75 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**

76 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

77 Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:

78  The net general real estate taxes for the preceding year, or the current year if available (Net general real estate  
79 taxes are defined as general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE  
80 APPLIES IF NO BOX IS CHECKED)

81  Current assessment times current mill rate (current means as of the date of closing)

82  Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior  
83 year, or current year if known, multiplied by current mill rate (current means as of the date of closing)

84  \_\_\_\_\_

85 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be**  
86 **substantially different than the amount used for proration especially in transactions involving new construction,**  
87 **extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local assessor**  
88 **regarding possible tax changes.**

89  Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on  
90 the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5  
91 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall  
92 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation  
93 and is the responsibility of the Parties to complete, not the responsibility of the real estate brokers in this transaction.

94 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights  
95 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the  
96 (written) (oral) **STRIKE ONE** lease(s), if any, are \_\_\_\_\_

97 \_\_\_\_\_ Insert additional terms, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525.

98  **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within \_\_\_\_\_ days of acceptance of this Offer, a list of all  
99 federal, state, county, and local conservation, farmland, environmental, or other land use programs, agreements, restrictions,  
100 or conservation easements, which apply to any part of the Property (e.g., farmland preservation agreements, farmland  
101 preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest, Conservation Reserve  
102 Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with disclosure of any  
103 penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This contingency will be  
104 deemed satisfied unless Buyer delivers to Seller, within seven (7) days of Buyer's Actual Receipt of said list and disclosure, or  
105 the deadline for delivery, whichever is earlier, a notice terminating this Offer based upon the use restrictions, program  
106 requirements, and/or amount of any penalty, fee, charge, or payback obligation.

107 **CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such programs,**  
108 **as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program such that Seller**  
109 **incurs any costs, penalties, damages, or fees that are imposed because the program is not continued after sale. The**  
110 **Parties agree this provision survives closing.**

111  **MANAGED FOREST LAND:** All, or part, of the Property is managed forest land under the Managed Forest Law (MFL).  
112 This designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive program that  
113 encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders designating lands as  
114 managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the MFL program changes, the  
115 new owner must sign and file a report of the change of ownership on a form provided by the Department of Natural Resources  
116 and pay a fee. By filing this form, the new owner agrees to the associated MFL management plan and the MFL program rules.  
117 The DNR Division of Forestry monitors forest management plan compliance. Changes you make to property that is subject to  
118 an order designating it as managed forest land, or to its use, may jeopardize your benefits under the program or may cause  
119 the property to be withdrawn from the program and may result in the assessment of penalties. For more information call the  
120 local DNR forester or visit <http://www.dnr.state.wi.us>.

121 **FENCES:** Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares  
 122 where one or both of the properties is used and occupied for farming or grazing purposes.

123 **CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and**  
 124 **occupied for farming or grazing purposes.**

125 **USE VALUE ASSESSMENTS:** The use value assessment system values agricultural land based on the income that would be  
 126 generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a  
 127 non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge. To obtain more  
 128 information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's Equalization  
 129 Section or visit <http://www.revenue.wi.gov/>.

130 **FARMLAND PRESERVATION:** Rezoning a property zoned farmland preservation to another use or the early termination of a  
 131 farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to  
 132 3 times the class 1 "use value" of the land. Contact the Wisconsin Department of Agriculture, Trade and Consumer Protection  
 133 Division of Agricultural Resource Management or visit <http://www.datcp.state.wi.us/> for more information.

134 **CONSERVATION RESERVE PROGRAM (CRP):** The CRP encourages farmers, through contracts with the U.S. Department  
 135 of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant a protective  
 136 cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent plus one-half of the cost of  
 137 establishing permanent ground cover. Removing lands from the CRP in breach of a contract can be quite costly. For more  
 138 information call the state Farm Service Agency office or visit <http://www.fsa.usda.gov/>.

139 **SHORELAND ZONING ORDINANCES:** All counties must adopt shoreland zoning ordinances that meet or are more  
 140 restrictive than Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land  
 141 within 1,000 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum  
 142 standards for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface  
 143 standards (that may be exceeded only if a mitigation plan is adopted) and repairs to nonconforming structures. Buyers must  
 144 conform to any existing mitigation plans. For more information call the county zoning office or visit <http://www.dnr.state.wi.us/>.  
 145 Buyer is advised to check with the applicable city, town or village for additional shoreland zoning restrictions, if any.

146 **BUYER'S PRE-CLOSING WALK-THROUGH** Within 3 days prior to closing, at a reasonable time pre-approved by Seller or  
 147 Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant change  
 148 in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and that any defects  
 149 Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

150 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** Seller shall maintain the Property until the earlier of  
 151 closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary  
 152 wear and tear. If, prior to closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price,  
 153 Seller shall be obligated to repair the Property and restore it to the same condition that it was on the day of this Offer. No later  
 154 than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and restoration. If the damage shall exceed  
 155 such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer.  
 156 Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any,  
 157 relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on  
 158 such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall  
 159 be held in trust for the sole purpose of restoring the Property.

#### 160 **DEFINITIONS**

161 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or  
 162 written notice physically in the Party's possession, regardless of the method of delivery.

163 ■ **CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION:** "Conditions Affecting the Property or Transaction" are  
 164 defined to include:

- 165 a. Proposed, planned or commenced public improvements or public construction projects which may result in special  
 166 assessments or otherwise materially affect the Property or the present use of the Property.
- 167 b. Government agency or court order requiring repair, alteration or correction of any existing condition.
- 168 c. Land division or subdivision for which required state or local approvals were not obtained.
- 169 d. A portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.
- 170 e. A portion of the Property being subject to, or in violation of, a farmland preservation agreement or in a certified farmland  
 171 preservation zoning district (see lines 130-133), or enrolled in, or in violation of, a Forest Crop, Managed Forest (see lines  
 172 111-120), Conservation Reserve (see lines 134-138), or comparable program.
- 173 f. Boundary or lot disputes, encroachments or encumbrances, a joint driveway or violation of fence laws (Wis. Stat. ch. 90)  
 174 (where one or both of the properties is used and occupied for farming or grazing).
- 175 g. Material violations of environmental rules or other rules or agreements regulating the use of the Property.
- 176 h. Conditions constituting a significant health risk or safety hazard for occupants of the Property.
- 177 i. Underground storage tanks presently or previously on the Property for storage of flammable or combustible liquids,  
 178 including, but not limited to, gasoline and heating oil.
- 179 j. A defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, pesticides, herbicides,  
 180 fertilizer, radon, radium in water supplies, lead or arsenic in soil, or other potentially hazardous or toxic substances on the  
 181 premises.
- 182 k. Production of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- 183 l. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the  
 184 Property.
- 185 m. Defects in any well, including unsafe well water due to contaminants such as coliform, nitrates and atrazine, and out-of-  
 186 service wells and cisterns required to be abandoned (Wis. Admin. Code § NR 812.26) but that are not closed/abandoned  
 187 according to applicable regulations.

188 **(Definitions Continued on page 5)**

189 **IF LINE 190 IS NOT MARKED OR IS MARKED N/A, LINES 230-236 APPLY.**

190  **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written \_\_\_\_\_  
191 \_\_\_\_\_ [INSERT LOAN PROGRAM OR SOURCE] first mortgage  
192 loan commitment as described below, within \_\_\_\_\_ days of acceptance of this Offer. The financing selected shall be in an  
193 amount of not less than \$ \_\_\_\_\_ for a term of not less than \_\_\_\_\_ years, amortized over not less than \_\_\_\_\_ years.  
194 Initial monthly payments of principal and interest shall not exceed \$ \_\_\_\_\_. Monthly payments may  
195 also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance  
196 premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination  
197 fee in an amount not to exceed \_\_\_\_\_ % of the loan. If the purchase price under this Offer is modified, the financed amount,  
198 unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the  
199 monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

200 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 201 or 202.**

201  **FIXED RATE FINANCING:** The annual rate of interest shall not exceed \_\_\_\_\_ %.

202  **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed \_\_\_\_\_ %. The initial interest  
203 rate shall be fixed for \_\_\_\_\_ months, at which time the interest rate may be increased not more than \_\_\_\_\_ % per  
204 year. The maximum interest rate during the mortgage term shall not exceed \_\_\_\_\_ %. Monthly payments of principal  
205 and interest may be adjusted to reflect interest changes.

206 If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 458-464 or  
207 526-534 or in an addendum attached per line 525.

208 ■ **BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a  
209 mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described  
210 in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no  
211 later than the deadline at line 192. Buyer and Seller agree that delivery of a copy of any written loan commitment to  
212 Seller (even if subject to conditions) shall satisfy the Buyer's financing contingency if, after review of the loan  
213 commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall  
214 accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of  
215 unacceptability.

216 **CAUTION: The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide**  
217 **the loan. BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN**  
218 **COMMITMENT TO SELLER OR SELLER'S AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS**  
219 **ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.**

220 ■ **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment, Seller may terminate this  
221 Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan  
222 commitment.

223 ■ **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already  
224 delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of  
225 same including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is  
226 named in this Offer, Seller shall then have 10 days to deliver to Buyer written notice of Seller's decision to finance this  
227 transaction on the same terms set forth in this Offer and this Offer shall remain in full force and effect, with the time for closing  
228 extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain  
229 any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

230 ■ **IF THIS OFFER IS NOT CONTINGENT ON FINANCING:** Within 7 days of acceptance, a financial institution or third party  
231 in control of Buyer's funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification,  
232 sufficient funds to close. If such written verification is not provided, Seller has the right to terminate this Offer by delivering  
233 written notice to Buyer. Buyer may or may not obtain mortgage financing but does not need the protection of a financing  
234 contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands  
235 and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an  
236 appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.

237  **APPRAISAL CONTINGENCY:** This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised  
238 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated  
239 subsequent to the date of this Offer indicating an appraised value for the Property equal to or greater than the agreed upon  
240 purchase price. This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days of acceptance, delivers to  
241 Seller a copy of the appraisal report which indicates that the appraised value is not equal to or greater than the agreed upon  
242 purchase price, accompanied by a written notice of termination.

243 **CAUTION: An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether**  
244 **deadlines provide adequate time for performance.**

245 **DEFINITIONS CONTINUED FROM PAGE 3**

- 246 n. Defects in any septic system or other sanitary disposal system on the Property or out-of-service septic systems not  
 247 closed/abandoned according to applicable regulations.
- 248 o. Subsoil conditions which would significantly increase the cost of development including, but not limited to, subsurface  
 249 foundations or waste material; organic or non-organic fill; dumpsites where pesticides, herbicides, fertilizer or other toxic  
 250 or hazardous materials or containers for these materials were disposed of in violation of manufacturer's or government  
 251 guidelines or other laws regulating said disposal; high groundwater; adverse soil conditions (e.g. low load bearing  
 252 capacity, earth or soil movement, slides) or excessive rocks or rock formations.
- 253 p. Brownfields (abandoned, idled or under-used land which may be subject to environmental contamination) or other  
 254 contaminated land, or soils contamination remediated under PECFA, the Department of Natural Resources (DNR)  
 255 Remediation and Redevelopment Program, the Agricultural Chemical Cleanup Program or other similar program.
- 256 q. Lack of legal vehicular access to the Property from public roads.
- 257 r. Homeowners' associations, common areas shared or co-owned with others, zoning violations or nonconforming uses,  
 258 conservation easements, restrictive covenants, rights-of-way, easements, easement maintenance agreements, or use of  
 259 a part of Property by non-owners, other than recorded utility easements.
- 260 s. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to  
 261 impose assessments against the real property located within the district.
- 262 t. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
- 263 u. Property tax increases, other than normal annual increases; completed or pending property tax reassessment of the  
 264 Property, or proposed or pending special assessments.
- 265 v. Burial sites, archeological artifacts, mineral rights, orchards or endangered species.
- 266 w. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- 267 x. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- 268 y. Significant odor, noise, water intrusion or other irritants emanating from neighboring property.
- 269 z. Substantial crop damage from disease, insects, soil contamination, wildlife or other causes; diseased trees; or substantial  
 270 injuries or disease in livestock on the Property or neighboring properties.
- 271 aa. Existing or abandoned manure storage facilities on the Property.
- 272 bb. Impact fees, or other conditions or occurrences that would significantly increase development costs or reduce the value of  
 273 the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
- 274 cc. The Property is subject to a mitigation plan required by DNR rules related to county shoreland zoning ordinances that  
 275 obligates the owner to establish or maintain certain measures related to shoreland conditions, enforceable by the county  
 276 (see lines 139-145).
- 277 dd. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion  
 278 charge or the payment of a use-value conversion charge has been deferred.
- 279 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding  
 280 the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day.  
 281 Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under  
 282 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive  
 283 registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the  
 284 occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours  
 285 per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as  
 286 closing, expire at midnight of that day.
- 287 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would  
 288 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would  
 289 significantly shorten or adversely affect the expected normal life of the premises.
- 290 ■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land so as to be  
 291 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage  
 292 to the premises, items specifically adapted to the premises, and items customarily treated as fixtures, including, but not limited  
 293 to, all: perennial crops; garden bulbs; plants; shrubs and trees and fences; storage buildings on permanent foundations and  
 294 docks/piers on permanent foundations.
- 295 **CAUTION: Exclude any Fixtures to be retained by Seller or which are rented on lines 18-19.**
- 296 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.
- 297 **PROPERTY DEVELOPMENT WARNING** If Buyer contemplates developing Property for a use other than the current use,  
 298 there are a variety of issues which should be addressed to ensure the development or new use is feasible. Municipal and  
 299 zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or  
 300 uses and therefore should be reviewed. Building permits, zoning variances, Architectural Control Committee approvals,  
 301 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental audits,  
 302 subsoil tests, or other development related fees may need to be obtained or verified in order to determine the feasibility of  
 303 development of, or a particular use for, a property. Optional contingencies which allow Buyer to investigate certain of these  
 304 issues can be found at lines 306-350 and Buyer may add contingencies as needed in addenda (see line 525). Buyer should  
 305 review any plans for development or use changes to determine what issues should be addressed in these contingencies.

306  **PROPOSED USE CONTINGENCIES:** Buyer is purchasing the Property for the purpose of: construction of single-family  
 307 residential housing

308 \_\_\_\_\_  
 309 [insert proposed use and type and size of building, if applicable; e.g. three bedroom single family home]. The optional  
 310 provisions checked on lines 314-345 shall be deemed satisfied unless Buyer, within 3 days of acceptance, delivers  
 311 written notice to Seller specifying those items which cannot be satisfied and written evidence substantiating why each specific  
 312 item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller  
 313 agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 314-350.

314  **ZONING CLASSIFICATION CONFIRMATION:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's)  
 315 STRIKE ONE ("Buyer's" if neither is stricken) expense, verification that the Property is zoned \_\_\_\_\_  
 316 \_\_\_\_\_ and that the Property's zoning allows the Buyer's proposed use described at lines 306-308.

317  **SUBSOILS:** This offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither  
 318 is stricken) expense, written evidence from a qualified soils expert that the Property is free of any subsoil condition which  
 319 would make the proposed use described at lines 306-308 impossible or significantly increase the costs of such  
 320 development.

321  **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** This Offer is contingent  
 322 upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense, written evidence from  
 323 a certified soils tester that (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must  
 324 be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of the  
 325 Property as stated on lines 306-308. The POWTS (septic system) allowed by the written evidence must be one of  
 326 the following POWTS that is approved by the State for use with the type of property identified at lines 306-308 CHECK  
 327 ALL THAT APPLY:  conventional in-ground;  mound;  at grade;  in-ground pressure distribution;  holding tank;

328  other: \_\_\_\_\_

329  **EASEMENTS AND RESTRICTIONS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE  
 330 ONE ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and restrictions  
 331 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or  
 332 significantly delay or increase the costs of the proposed use or development identified at lines 306-308.

333  **APPROVALS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (~~Seller's~~) STRIKE ONE ("Buyer's" if  
 334 neither is stricken) expense, permits, approvals and licenses, as appropriate, or the final discretionary action by the  
 335 granting authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's  
 336 proposed use: construction of single-family residential housing

337 \_\_\_\_\_  
 338  **UTILITIES:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither  
 339 is stricken) expense, written verification of the following utility connections at the listed locations (e.g., on the Property, at  
 340 the lot line, across the street, etc.) CHECK AND COMPLETE AS APPLICABLE:  electricity \_\_\_\_\_;  
 341  gas \_\_\_\_\_;  sewer \_\_\_\_\_;  water \_\_\_\_\_;  
 342  telephone \_\_\_\_\_;  cable \_\_\_\_\_;  other \_\_\_\_\_

343  **ACCESS TO PROPERTY:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE  
 344 ("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the Property from public  
 345 roads.

346  **LAND USE APPROVAL:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if  
 347 neither is stricken) expense, a  rezoning;  conditional use permit;  license;  variance;  building permit;   
 348 occupancy permit;  other \_\_\_\_\_ CHECK ALL THAT APPLY, and delivering  
 349 written notice to Seller if the item cannot be obtained, all within \_\_\_\_\_ days of acceptance for the Property for its proposed  
 350 use described at lines 306-308.

351  **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) STRIKE ONE ("Seller  
 352 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by a  
 353 registered land surveyor, within \_\_\_\_\_ days of acceptance, at (Buyer's) (Seller's) STRIKE ONE ("Seller's" if neither is stricken)  
 354 expense. The map shall show minimum of \_\_\_\_\_ acres, maximum of \_\_\_\_\_ acres, the legal description of the  
 355 Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements,  
 356 if any, and:

357 [STRIKE AND COMPLETE AS APPLICABLE] Additional map features which may be added include, but are not limited to:  
 358 staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square  
 359 footage; easements or rights-of-way. **CAUTION: Consider the cost and the need for map features before selecting them.**

360 **Also consider the time required to obtain the map when setting the deadline.** This contingency shall be deemed satisfied  
 361 unless Buyer, within five days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for delivery of said map,  
 362 delivers to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information  
 363 materially inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency.

364 Upon delivery of Buyer's notice, this Offer shall be null and void.

405  **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery  
406 of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior  
407 to any deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers.  
408 Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice  
409 that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than \_\_\_\_ days after acceptance of this Offer. All  
410 other Offer deadlines which are run from acceptance shall run from the time this Offer becomes primary.

411 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)  
412 occupancy; (4) date of closing; (5) contingency Deadlines ~~STRIKE AS APPLICABLE~~ and all other dates and Deadlines in this  
413 Offer except:

414 If "Time is of the Essence" applies to a date or Deadline, failure to perform by the exact date or Deadline is a breach of  
415 contract. If "Time is of the Essence" does not apply to a date or Deadline, then performance within a reasonable time of the  
416 date or Deadline is allowed before a breach occurs.

417 **TITLE EVIDENCE**

418 ~~■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed  
419 (or trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as  
420 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements  
421 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use  
422 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's disclosure report and  
423 in this Offer, general taxes levied in the year of closing and~~

424 \_\_\_\_\_  
425 \_\_\_\_\_  
426 \_\_\_\_\_

427 ~~which constitutes merchantable title for purposes of this transaction: Seller shall complete and execute the documents  
428 necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.~~

429 ~~■ **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the  
430 purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all  
431 costs of providing title evidence to Buyer. Buyer shall pay all costs of providing title evidence required by Buyer's lender.~~

432 ~~■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) (Buyer's) ~~STRIKE~~  
433 ~~ONE~~ ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the  
434 effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy  
435 exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap  
436 coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 442-449).~~

437 ~~■ **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title  
438 insurance commitment is delivered to Buyer's attorney or Buyer not more than \_\_\_\_ days after acceptance ("15" if left blank),  
439 showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per  
440 lines 418-427, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements  
441 and exceptions, as appropriate.~~

442 ~~■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of  
443 objections to title within \_\_\_\_ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In  
444 such event, Seller shall have a reasonable time, but not exceeding \_\_\_\_ days ("5" if left blank) from Buyer's delivery of the  
445 notice stating title objections, to deliver notice to Buyer stating Seller's election to remove the objections by the time set for  
446 closing. In the event that Seller is unable to remove said objections, Buyer may deliver to Seller written notice waiving the  
447 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver  
448 written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not  
449 extinguish Seller's obligations to give merchantable title to Buyer.~~

450 ~~■ **SPECIAL ASSESSMENTS:** Special assessments, if any, levied or for work actually commenced prior to the date of this  
451 Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer.~~

452 ~~**CAUTION:** Consider a special agreement if area assessments, property owners association assessments, special  
453 charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are  
454 one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments)  
455 relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all  
456 sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact  
457 fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).~~

458 **ADDITIONAL PROVISIONS/CONTINGENCIES**

459 \_\_\_\_\_  
460 \_\_\_\_\_  
461 \_\_\_\_\_  
462 \_\_\_\_\_  
463 \_\_\_\_\_  
464 \_\_\_\_\_

365 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land dimensions, total square footage, acreage  
366 figures, or allocation of acreage information, provided to Buyer by Seller or by a broker, may be approximate because of  
367 rounding, formulas used or other reasons, unless verified by survey or other means.

368 **CAUTION: Buyer should verify land dimensions, total square footage/acreage figures and allocation of acreage**  
369 **information if material to Buyer's decision to purchase.**

370 **EARNEST MONEY**

371 ■ **HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker  
372 (Buyer's agent if Property is not listed or Seller's account if no broker is involved), until applied to the purchase price or  
373 otherwise disbursed as provided in the Offer.

374 **CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the**  
375 **Parties or an attorney. If someone other than Buyer makes payment of earnest money, consider a special**  
376 **disbursement agreement.**

377 ■ **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after  
378 clearance from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money.  
379 At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest  
380 money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer. If said  
381 disbursement agreement has not been delivered to broker within 60 days after the date set for closing, broker may disburse  
382 the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;  
383 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; or (4)  
384 any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an  
385 interpleader action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to  
386 exceed \$250, prior to disbursement.

387 ■ **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in  
388 relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to  
389 disbursement per (1) or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or  
390 Seller disagree with broker's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement.  
391 Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with 1-4  
392 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting attorneys regarding their  
393 legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good faith  
394 disbursement of earnest money in accordance with this Offer or applicable Department of Regulation and Licensing  
395 regulations concerning earnest money. See Wis. Admin. Code Ch. RL 18.

396 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the  
397 Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the transaction as  
398 defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple  
399 listing service sold databases; and (iii) provide active listing, pending sale, closed sale and financing concession information  
400 and data, and related information regarding seller contributions, incentives or assistance, and third party gifts, to appraisers  
401 researching comparable sales, market conditions and listings, upon inquiry.

402 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons  
403 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at  
404 <http://www.widocoffenders.org> or by telephone at (608) 240-5830.

465 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and  
466 conditions of this Offer. A material failure to perform any obligation under this Offer is a default which may subject the  
467 defaulting party to liability for damages or other legal remedies.

468 If **Buyer defaults**, Seller may:

469 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or

470 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for  
471 actual damages.

472 If **Seller defaults**, Buyer may:

473 (1) sue for specific performance; or

474 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

475 In addition, the Parties may seek any other remedies available in law or equity.

476 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the  
477 discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution  
478 instead of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of  
479 law those disputes covered by the arbitration agreement.

480 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD**  
481 **READ THIS DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS**  
482 **OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL**  
483 **RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE**  
484 **CONSULTED IF LEGAL ADVICE IS NEEDED.**

485 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller  
486 regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and  
487 inures to the benefit of the Parties to this Offer and their successors in interest.

488 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a part of  
489 this Offer. An "inspection" is defined as an observation of the Property which does not include an appraisal or testing of the  
490 Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source,  
491 which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or building  
492 materials from the Property and the laboratory or other analysis of these materials. Seller agrees to allow Buyer's inspectors,  
493 testers and appraisers reasonable access to the Property upon advance notice, if necessary to satisfy the contingencies in  
494 this Offer. Buyer and licensees may be present at all inspections and testing. Except as otherwise provided, Seller's  
495 authorization for inspections does not authorize Buyer to conduct testing of the Property.

496 **NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of the**  
497 **test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other**  
498 **material terms of the contingency.**

499 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed  
500 unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller.  
501 Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to be reported  
502 to the Wisconsin Department of Natural Resources.

503  **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 488-502). This Offer  
504 is contingent upon a qualified independent inspector(s) conducting an inspection(s), of the Property which discloses no  
505 Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing  
506 an inspection of \_\_\_\_\_

507 (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects. Buyer shall order the  
508 inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a  
509 written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 513.  
510 Inspection(s) shall be performed by a qualified independent inspector or independent qualified third party.

511 **CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as  
512 well as any follow-up inspection(s).**

513 This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days of acceptance, delivers to Seller a copy of the written  
514 inspection report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

515 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

516 For the purposes of this contingency, Defects (see lines 287-289) do not include conditions the nature and extent of which the  
517 Buyer had actual knowledge or written notice before signing this Offer.

518  **RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have a right to cure the Defects. If  
519 Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of  
520 Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects; (2) curing the Defects in a good and  
521 workmanlike manner; and (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing. This  
522 Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and: (1)  
523 Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will not cure  
524 or (b) Seller does not timely deliver the written notice of election to cure.

525  **ADDENDA:** The attached \_\_\_\_\_ is/are made part of this Offer.

526 **ADDITIONAL PROVISIONS/CONTINGENCIES**

527 \_\_\_\_\_  
528 \_\_\_\_\_  
529 \_\_\_\_\_  
530 \_\_\_\_\_  
531 \_\_\_\_\_  
532 \_\_\_\_\_  
533 \_\_\_\_\_  
534 \_\_\_\_\_

535 This Offer was drafted by [Licensee and Firm] City Attorney Charles C. Adams

536 \_\_\_\_\_ on October 4, 2019

537 (x) \_\_\_\_\_  
538 Buyer's Signature ▲ Print Name Here ► Habitat for Humanity Lakeside, Inc. Date ▲ \_\_\_\_\_

539 (x) \_\_\_\_\_  
540 Buyer's Signature ▲ Print Name Here ► \_\_\_\_\_ Date ▲ \_\_\_\_\_

541 **EARNEST MONEY RECEIPT** Broker acknowledges receipt of earnest money as per line 10 of the above Offer.

542 \_\_\_\_\_ Broker (by) \_\_\_\_\_

543 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER  
544 SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON  
545 THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.**

546 (x) \_\_\_\_\_  
547 Seller's Signature ▲ Print Name Here ► Michael J. Vandersteen, Mayor Date ▲ \_\_\_\_\_

548 (x) \_\_\_\_\_  
549 Seller's Signature ▲ Print Name Here ► Meredith DeBruin, City Clerk Date ▲ \_\_\_\_\_

550 This Offer was presented to Seller by [Licensee and Firm] \_\_\_\_\_

551 \_\_\_\_\_ on \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m.

552 This Offer is rejected \_\_\_\_\_ This Offer is countered [See attached counter] \_\_\_\_\_  
553 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲



Res. No. \_\_\_\_\_ - 19 - 20. By Alderpersons Donohue and Bohren.  
October 7, 2019.

A RESOLUTION authorizing the appropriate City official to enter into an Intergovernmental Cooperative Agreement with Sheboygan County for Sales Tax Revenue-Sharing for Transportation Infrastructure Maintenance.

WHEREAS, the Sheboygan County Board enacted Ordinance No. 2 (2016/17) establishing a one-half percent (.5%) County sales tax for the purpose of raising revenues to address the challenges of maintaining the roads and bridges under the County's jurisdiction; and

WHEREAS, in enacting the Ordinance, the County Board recognized that the municipalities within Sheboygan County have similar financial challenges for the transportation infrastructure under the jurisdiction of those municipalities as the County does for the roads and bridges under the County's jurisdiction; and

WHEREAS, the Ordinance requires that \$1.5 Million of anticipated revenues (adjusted annually) from the sales tax be distributed by the County to municipalities within the County based on an equalized value formula, provided that each recipient municipality agrees that the revenue being distributed will be spent to maintain the municipalities' road and bridge infrastructure as set forth in an Intergovernmental Cooperative Agreement with the County; and

WHEREAS, this year, because revenues are higher than anticipated, the County will distribute \$1.6 Million to local units of government, which includes \$405,671 to the City of Sheboygan during calendar year 2020; and

WHEREAS, the City of Sheboygan supports the County Sales Tax Revenue-Sharing Cooperative Agreement; and

WHEREAS, it is in its best interests of the City of Sheboygan to receive its share of the distribution and agree to be bound by the terms of the County's Intergovernmental Cooperative Agreement.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council of the City of Sheboygan approves the Intergovernmental Cooperative Agreement with Sheboygan County, a copy of which is attached hereto, and agrees to be bound by its terms.

*Finances  
Personnel*

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized and directed to sign the Intergovernmental Cooperative Agreement on behalf of the City of Sheboygan and to take the action necessary to comply with the terms of the Agreement.

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

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

**SHEBOYGAN COUNTY SALES TAX REVENUE-SHARING  
FOR TRANSPORTATION INFRASTRUCTURE MAINTENANCE  
2020 INTERGOVERNMENTAL COOPERATIVE AGREEMENT**

1. **PARTIES.** The parties to the Agreement are the City of Sheboygan (Municipality), a municipal corporation with offices at 828 Center Avenue Sheboygan, WI 53081, and **SHEBOYGAN COUNTY** (County), a Wisconsin governmental body corporate, organized pursuant to Wis. Stat. § 59.01, having its principal offices at 508 New York Avenue, Sheboygan, Wisconsin 53081.

2. **PURPOSE.** Sheboygan County enacted Ordinance No. 2 (2016/17) establishing a one-half percent (.5%) County sales tax for the purpose of raising revenues to address the challenges of maintaining Sheboygan County's roads and bridges. In enacting the Ordinance, the County Board recognized that the municipalities within Sheboygan County have similar financing challenges for the transportation infrastructures within those municipalities. The Ordinance requires that \$1.5 Million of anticipated revenues (adjusted annually) from the sales tax be distributed to municipalities within County based on an equalized value formula provided that the municipalities agree to be bound by the terms of an Intergovernmental Cooperative Agreement as approved by the County Board. This Agreement, having been approved by the County Board, and agreed to by Municipality, assures that the revenue being distributed herein will be spent to maintain Municipality's road and bridge infrastructure.

3. **EFFECTIVE DATE; TERM; TERMINATION.**

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

**B. Term.** The term of this Agreement is for calendar year 2020.

**C. Termination – By County.** During the term, this Agreement may be terminated by County, if County determines that Municipality is not honoring the terms and conditions of this Agreement and County shall have no further obligations to make any payments or perform any other requirements herein.

**D. Termination – By Municipality.** During the term, this Agreement may be terminated by Municipality if Municipality determines that it no longer wishes to be bound by the terms and conditions of this Agreement and County shall be relieved of any further obligations to make any payments or perform any other requirements herein.

4. **AUTHORITY.** This Agreement is entered into between the parties pursuant to Wis. Stat. § 66.0301, authorizing intergovernmental cooperation and by Wis. Stat. § 77.76(3) which allows counties to distribute sales tax proceeds to municipalities within Sheboygan County. Both parties represent that their respective governing bodies have authorized entry into this Agreement.

**5. RESPONSIBILITIES OF COUNTY.**

A. County shall, over the course of calendar year 2020, pay to Municipality as a distribution of sales tax revenue, the sum of \$450,671.

B. County shall determine at its option whether the payment will be distributed in one lump sum or whether it will be in periodic payments. County shall determine at its option the timing and method of the payments.

C. County shall provide reasonable advance notice to Municipality as to its payment distribution method so that Municipality may budget accordingly.

**6. RESPONSIBILITIES OF MUNICIPALITY.**

A. Municipality agrees to use the payment for road and bridge maintenance purposes.

B. Municipality agrees not to reduce its road and bridge maintenance budget as a result of receiving the payment. It is the intent that the payment shall enhance Municipality's ability to address its road and bridge maintenance needs over the amount that Municipality would otherwise be budgeting for this purpose.

C. Municipality may, as part of its budgeting and planning process, hold over spending all or part of the payment into a different calendar year or otherwise bundle the payment in a manner that is acceptable in advance with the County provided the County is satisfied that Municipality's spending of the payment is consistent with the intent that the payment shall enhance Municipality's ability to address its road and bridge maintenance needs over the amount that Municipality would otherwise be budgeting for this purpose.

D. Municipality agrees to cooperate with County's Finance Department to allow County to review Municipality's budget, resulting financial reports, and supporting detail to assure County that Municipality is complying as provided herein.

E. Municipality must provide a Resolution supporting the County Sales Tax Revenue-Sharing Cooperative Agreement.

**7. RESOLUTION OF DISPUTES.** County, through its County Administrator, shall determine as to whether Municipality has fulfilled its responsibilities under this Agreement. This Agreement will be renewed annually upon similar terms.

**8. HOLD HARMLESS; INDEMNIFICATION.** Each party shall defend, hold harmless, and indemnify the other against any and all claims, liabilities, damages, judgments, causes of action, costs, loss, and expense including reasonable attorneys' fees imposed upon or incurred by the other party arising from or related to the negligent or intentionally tortuous acts or omissions of the indemnifying party's officers, employees, or agents in performing the services pursuant to the Agreement. Each party shall promptly notify the other of any claim arising under this provision, and each party shall fully cooperate with the other in the investigation, resolution, and defense of such

claim. This Agreement does not waive any governmental or sovereign immunity. Both parties retain all applicable governmental immunities, defenses, and statutory limitations available, including Wis. Stat. § 893.80, 895.52, and 345.05.

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

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

Approved by the parties by the following authorized representatives:

City of Sheboygan  
[Municipality]

By: \_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date Signed

By: \_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date Signed

**SHEBOYGAN COUNTY**

By: \_\_\_\_\_  
Adam N. Payne  
Sheboygan County Administrator

\_\_\_\_\_  
Date Signed

By: \_\_\_\_\_  
Thomas Wegner  
County Board Chair

\_\_\_\_\_  
Date Signed



# Sheboygan County Shared Revenue Program

Budget Year 2020

(Form A)

---

## Section One

Municipality: \_\_\_\_\_

Transportation Budget 2019: \$ \_\_\_\_\_

Transportation Estimated Actual Expenditures for 2019: \$ \_\_\_\_\_

Transportation Budget Proposed 2020: \$ \_\_\_\_\_

County Shared Revenue: \$ \_\_\_\_\_

Is the County Shared Revenue increasing what would have otherwise been accomplished in 2020? Yes No (circle one)

**Section Two** - Transportation Project the revenue will be applied to *(If multiple projects, please complete Form A, Section Two for each project):*

Project Description: \_\_\_\_\_

Project ID: \_\_\_\_\_

Total cost of Project: \$ \_\_\_\_\_

Anticipated start of Project: \_\_\_\_\_

Anticipated completion of Project: \_\_\_\_\_

General Ledger Accounting Unit (if identifiable): \_\_\_\_\_

I hereby attest the information provided above is an accurate representation of the intended use of the transportation funds from the Sheboygan County Shared Revenue Program and understand that any misrepresentations may result in funds being denied in future years.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**Sheboygan County Sales Tax Revenue Sharing with Municipalities  
For Budget Year 2020**

<u>MUNI NAME</u>	<u>2019 EQ VAL LESS TID</u> <u>INCREMENT</u>	<u>PERCENT</u>	<u>2020 BUDGET</u> <u>ALLOCATION</u>
GREENBUSH	156,305,700	0.02	\$25,858
HERMAN	152,208,300	0.02	\$25,180
HOLLAND	344,986,600	0.04	\$57,072
LIMA	249,653,300	0.03	\$41,300
LYNDON	173,487,700	0.02	\$28,700
MITCHELL	123,485,400	0.01	\$20,428
MOSEL	139,650,800	0.01	\$23,103
TOWN OF PLYMOUTH	368,099,100	0.04	\$60,895
RHINE	381,497,300	0.04	\$63,112
RUSSELL	38,979,400	0.00	\$6,448
SCOTT	162,820,000	0.02	\$26,936
TOWN OF SHEBOYGAN	833,672,200	0.09	\$137,915
TOWN OF SHEBOYGAN FALLS	234,731,700	0.02	\$38,832
SHERMAN	149,317,000	0.02	\$24,702
WILSON	450,229,700	0.05	\$74,482
ADELL	37,523,000	0.00	\$6,207
CASCADE	42,799,900	0.00	\$7,080
CEDAR GROVE	153,580,900	0.02	\$25,407
ELKHART LAKE	310,442,400	0.03	\$51,357
GLENBEULAH	33,229,000	0.00	\$5,497
HOWARDS GROVE	263,219,000	0.03	\$43,545
KOHLER	468,125,800	0.05	\$77,443
OOSTBURG	195,102,300	0.02	\$32,276
RANDOM LAKE	152,724,100	0.02	\$25,265
WALDO	35,517,900	0.00	\$5,876
PLYMOUTH	667,593,300	0.07	\$110,441
SHEBOYGAN	2,724,220,600	0.28	\$450,671
SHEBOYGAN FALLS	641,226,200	0.07	\$106,079
<b>COUNTY TOTAL</b>	<b>9,684,428,600</b>	<b>1.00</b>	<b>\$1,602,107</b>

III

Res. No. \_\_\_\_\_ - 19 - 20. By Alderpersons Donohue and Bohren.  
October 7, 2019.

A RESOLUTION consenting to the Assignment of Incentive Payments between Van Horn Development, LLC and Bank First, N.A.

RESOLVED: That the Mayor is hereby authorized to execute the Assignment of Incentive Payments on behalf of the City, a copy of which is attached hereto.

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

*Finance + Personnel*

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

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

## **ASSIGNMENT OF INCENTIVE PAYMENTS**

THIS ASSIGNMENT OF INCENTIVE PAYMENTS is dated as of September 24, 2019 and is from VAN HORN DEVELOPMENT, LLC, a Wisconsin limited liability company and KINGSBURY VILLAGE, LLC ("Van Horn") to BANK FIRST, N.A. ("BFC").

Van Horn hereby transfers, sets over and assigns to BFC all of its right, title and interest in and to all payments and revenues (the "Revenues") to which it is entitled under an Incentive Payment Agreement By and Between the City of Sheboygan and Van Horn (the "Contract"). This Assignment is given to secure a \$6,000,000 Construction Loan from BFC to Kingsbury Village, LLC and evidenced by a Construction Loan Agreement dated September 24, 2019, together with any extensions, renewals, refinancing or modifications of the same (the "Obligations"). Any loan agreement, promissory note, security agreement or other document signed to evidence the Obligations shall be referred to as the "Loan Documents."

Notwithstanding the foregoing perfected, absolute and present transfer and assignment of the Revenues, until an Event of Default (as defined in the Loan Documents) has occurred and BFC has sent a Notice, as hereinafter defined, to Van Horn as provided in paragraph 3 herein, Van Horn shall have the right to collect the Revenues from the Contract and to retain, use and enjoy the same.

Van Horn further agrees with respect to the Contract that:

1. It will fulfill or perform each and every condition and covenant of the Contract to be fulfilled or performed by Van Horn; deliver to BFC executed copies of the Contract; give prompt notice to BFC of any default by Van Horn under the Contract; promptly notify BFC of any modification to the Contract; not pledge, transfer, mortgage or otherwise encumber any Revenues from the Contract or the Contract.
2. The occurrence of an Event of Default, as defined in the Loan Documents, shall constitute an "Event of Default" hereunder.
3. After the occurrence of an Event of Default, BFC may, at its option, execute and deliver, by depositing in the United States mail, postage prepaid, certified mail, addressed to the Company at the address set forth in the Loan Documents, a notice declaring that by reason of the occurrence of an Event of Default, BFC thereby declares that the right to retain Revenues by Van Horn is terminated, and that all Revenues then or thereafter coming in the possession of Van Horn shall be immediately turned over to BFC (the "Notice"). After the giving of the Notice, BFC, at its option, may contact all parties to the Contract and direct that they forward all payments under the Contract to BFC.
4. This Assignment is supplemental to and not in substitution for any rights contained in any Loan Documents. The remedies provided herein are independent of any other remedies provided in the Loan Documents. BFC's exercise of any remedy provided herein or in the Loan Documents for a default shall not be construed as a waiver of BFC's right to exercise

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any other remedy provided herein or in the Loan Documents for that same or any subsequent default.

5. BFC shall not be obligated to perform or discharge any obligations under the Contract by reason of this Assignment, and Van Horn hereby agrees to indemnify BFC against and hold it harmless from any and all liability, loss or damage which it may or might incur under the Contract or by reason of this Assignment. Should BFC incur any such liability, loss or damage under the Contract or under or by reason of this Assignment, Van Horn shall reimburse BFC therefor immediately upon demand.

6. Noting herein contained and no actions taken pursuant to this Assignment shall be construed as constituting BFC assuming responsibility for the performance of the Contract.

7. All rights, powers and remedies provided in this Assignment are intended to be exercised only to the extent that such exercise does not violate any applicable provision of law and are intended to be limited to the extent necessary to not render this Assignment invalid or unenforceable under any applicable law. If any term of this Assignment is held to be invalid, illegal or unenforceable, then the validity of other terms are intended to remain unaffected.

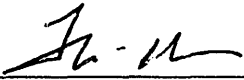
8. All notices or other communications required or permitted to be given by this Assignment shall be in writing and shall be delivered or mailed in the manner, and shall be effective at the time, specified in the Loan Agreement.

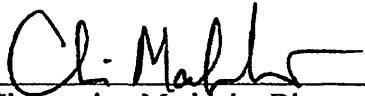
9. This Assignment shall be governed by and construed under the laws of the State of Wisconsin.

10. This Assignment benefits BFC, its successors and assigns, and binds Van Horn, its successors and assigns.


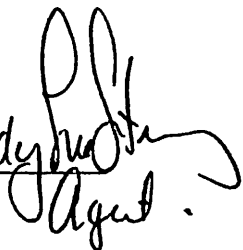
***[Signatures on Following Page]***

VAN HORN DEVELOPMENT, LLC

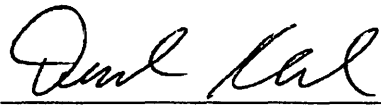
By:   
Thomas Stocco, CFO

By:   
Christopher Merklein, Director

KINGSBURY VILLAGE, LLC

By:    
Charles E. Van Horn, Member Agent.

BANK FIRST, N.A.

By:   
Derek Klahn, AVP – Business Banking

**Acknowledgment and Authorization**

The undersigned acknowledges that Van Horn has assigned its rights to payments and revenues from the Contract to Bank First, N.A. pursuant to the above Assignment and consents to the same.

CITY OF SHEBOYGAN

By: \_\_\_\_\_

III

Res. No. \_\_\_\_\_ - 19 - 20. By Alderpersons Sorenson and Mitchell.  
October 7, 2019.

A RESOLUTION authorizing the appropriate City officials to execute the Joint Powers Agreement for Sheboygan County and City of Sheboygan 911 Emergency Systems.

WHEREAS, Sheboygan County and the City of Sheboygan have each implemented an Emergency 911 System for the purposes of providing emergency services to residents and visitors of these municipalities, including fire fighting, law enforcement, ambulance, medical and other emergency services; and

WHEREAS, Sec. 256.35(9), Wis. Stats., "Joint Powers Agreement," requires that in implementing 911 systems as has been done by both Sheboygan County and the City of Sheboygan, municipalities shall annually enter into a Joint Powers Agreement, which Agreement shall be applicable on a daily basis and which shall provide that if an emergency services vehicle is dispatched in response to a request through either the Sheboygan County 911 System or the City of Sheboygan 911 System, such vehicle shall render its services to the persons needing the services, regardless of whether the vehicle is operating outside the vehicle's normal jurisdictional boundaries.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to execute the Joint Powers Agreement - Sheboygan County and City of Sheboygan 911 Emergency Systems, effective for calendar year 2020, a copy of which is attached hereto and incorporated herein.

BE IT FURTHER RESOLVED: That the City Clerk is hereby authorized and directed to file a fully executed copy of this Joint Powers Agreement with the State of Wisconsin Department of Justice, as required by Sec. 256.35(9)(c), Wis. Stats.

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

LHP

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

**JOINT POWERS AGREEMENT  
SHEBOYGAN COUNTY AND CITY OF SHEBOYGAN  
911 EMERGENCY SYSTEMS**

**WHEREAS**, Sheboygan County and the City of Sheboygan have each implemented an Emergency 911 System for the purposes of providing emergency services to residents and visitors of these municipalities, including fire fighting, law enforcement, ambulance, medical and other emergency services; and

**WHEREAS**, Sec. 256.35(9), Wis. Stats., “Joint Powers Agreement,” requires that in implementing 911 systems as has been done by both Sheboygan County and the City of Sheboygan, municipalities shall annually enter into a Joint Powers Agreement, which Agreement shall be applicable on a daily basis and which shall provide that if an emergency services vehicle is dispatched in response to a request through either the Sheboygan County 911 System or the City of Sheboygan 911 System, such vehicle shall render its services to the persons needing the services, regardless of whether the vehicle is operating outside the vehicle’s normal jurisdictional boundaries.

**THEREFORE**, in consideration of the mutual promises, agreements and conditions contained herein, it is hereby jointly agreed between Sheboygan County and the City of Sheboygan as follows:

1. That effective January 1, 2020, this Agreement shall, thereafter, be applicable on a daily basis from said date through December 31, 2020.
2. That if an emergency services vehicle operated by either Sheboygan County or the City of Sheboygan, or operated by an agency with which either municipality contracts for that particular emergency service, is dispatched in response to a request through the Sheboygan County emergency 911 System or the City of Sheboygan 911 System, such vehicle (whether owned and operated by the municipality or by the agency) shall render its services to the persons needing the services, regardless of whether the vehicle is operating outside the vehicle’s normal jurisdictional (or as defined by contract) boundaries.

3. That a copy of this Agreement shall be filed with the State Department of Justice, as required by Sec. 256.35(9)(c), Wis. Stats.

Dated this \_\_\_ day of \_\_\_\_\_, 2019.

SHEBOYGAN COUNTY

BY: \_\_\_\_\_  
Cory L. Roeseler  
Sheriff

Dated this \_\_\_ day of \_\_\_\_\_, 2019.

CITY OF SHEBOYGAN

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

ATTEST: \_\_\_\_\_  
Meredith DeBruin  
City Clerk

This Agreement is authorized by and in accordance with Res.  
No. \_\_\_ - 19 - 20.

III

Res. No. \_\_\_\_\_ - 19 - 20. By Alderpersons Wolf and Sorenson.  
October 7, 2019.

A RESOLUTION authorizing entering into a Mooring Agreement with South Pier Family Investments Inc.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Mooring Agreement between the City of Sheboygan and South Pier Family Investments Inc., a copy of which is attached hereto and incorporated herein.

*Public Works*

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

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

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

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

## MOORING AGREEMENT

This Mooring Agreement (“Agreement”) is made, executed, and delivered as of the \_\_\_\_\_ day of \_\_\_\_\_, 2019 (the “Effective Date”), by and between the City of Sheboygan, Wisconsin, a municipal corporation, and South Pier Family Investments Inc. (“South Pier Family Investments”).

### BACKGROUND

On October 2, 2019 South Pier Family Investments entered into a Ground Lease with the Redevelopment Authority of the City of Sheboygan, Wisconsin (“Redevelopment Authority”) to lease certain land in Sheboygan, Wisconsin for development. The area leased by South Pier Family Investments is depicted in Exhibit A, which is attached to this Agreement and incorporated as though fully set forth here.

Section 3.01 of the Ground Lease describes the development as “a four-story building with 21 dwelling units with an enclosed on-grade parking structure”, together with certain expansion rights allowing for up to 18 additional units (the “Development”).

South Pier Family Investments Inc. desires to have the opportunity for owners of units at the Development (each a “Resident” and collectively the “Residents”) to be able to lease the dock spaces and mooring facilities on the Sheboygan River that are immediately adjacent to the Development (the “Dock Space”). The Dock Space is currently assigned Slip Numbers 97, 99, 101, 103, 105, 107, 109, 111, 113, and 115. The area that the parties consider to be “immediately adjacent” to the Development is depicted in Exhibit B.

Based on this background, the City of Sheboygan, Wisconsin and South Pier Family Investments agree to the following:

#### 1. Commercial Vessels

The City agrees that during the term of this Mooring Agreement, the City shall not knowingly lease any Dock Space to a *fishing vessel* as that term is defined in the Code of Federal Regulations, as may be amended throughout the term of this Agreement. The current definition of *fishing vessel* is a vessel that commercially engages in the catching, taking, or harvesting of fish or an activity that can reasonably be expected to result in the catching, taking, or harvesting of fish (46 C.F.R. § 28.50).

## 2. South Pier Family Investments Inc.'s Usage of the Dock Space

The City agrees to provide South Pier Family Investments with the opportunity to make the Dock Space available to its Residents. Beginning February 1, 2020, and on or before each February 1 that this Agreement is effective, any of the Residents that wish to use any of the dock space shall provide the City with an Intent to Use Dock Space (each an "Intent to Use" and collectively "Intents to Use"). Each Intent to Use shall identify which, if any, of the Slip Numbers within the Dock Space the Resident intends to use for the upcoming boating season. The Intent to Use for a given boating season shall not be filed before January 1 of that boating season.

If the Residents request more than the available number of Slips within the Dock Space, the City may allocate the available slips among the Residents on a first-come first-served basis or on such other reasonable basis as the City may select.

In the event that the Intents to Use for any given boating season express a desire to use fewer than the total number of Slips within the Dock Space, the City may rent any Slip not used by the Residents to other boats for the boating season. In the event that the Intents to Use express an intent to use fewer than the total number of Slips within the Dock Space, the City does not guarantee that those Slips will be available for the Residents' usage in future years. If requested by one or more Residents, the City will make reasonable efforts to relocate any boat unaffiliated with South Pier Family Investments that used the Dock Space in a previous year.

If a Slip which had previously not been available is made available for the Residents usage in a future year, and a Resident includes that Slip on its timely filed Intent to Use, the City will guarantee that Slip will be available for the Residents' usage in future years, unless and until none of the Residents include that Slip on a future annual Intent to Use submission.

Example: On January 31, 2020, the Residents provide the City with Intents to Use Slip Numbers 97, 99, 101, 103, 105, 107, 109, 111, and 113. No Intent to Use includes Slip Number 115. The City may rent Slip Number 115 to a boat unaffiliated with the Residents for the 2020 boating season. In this example, for the 2021 boating season, the Residents will have the first opportunity to use Slip Numbers 97, 99, 101, 103, 105, 107, 109, 111, and 113. If a Resident requests to use Slip Number 115 for the 2021 boating season, the City will make reasonable efforts to relocate the boat which used Slip Number 115 for the 2020 boating season. If such efforts are successful, the Residents shall have the opportunity to use Slip Number 115 for the 2021 boating season and for future boating seasons, unless and

until the Residents do not include Slip Number 115 on a future annual Intent to Use submission.

### 3. Payment to the City

Each Resident shall make payment to the City of Sheboygan for the usage of each Slip for which it indicates a desire to use on its annual Intent to Use. Payment for each Slip shall be pursuant to the then-existing cost structure for slips of the type indicated on the Intent to Use. Payment shall be made when the Resident provides the City with its Intent to Use. If payment is not provided when the Intent to Use is submitted, the Intent to Use will not be considered submitted until payment is provided. If payment is provided after February 1 of a given boating season, the Intent to Use shall be considered untimely filed. If the Intent to Use is untimely filed, the City may make the Dock Space available to non-Resident users.

### 4. Term

The term of this Agreement shall be for eighty-five (85) years. The term shall commence on the Effective Date of this Agreement and shall expire at 11:59 p.m. on December 31, 2104 (the "Expiration Date") unless renewed or unless otherwise terminated.

This Agreement shall automatically renew for a single additional eighty-five (85) year term unless South Pier Family Investments (or, pursuant to Section 10 of this Agreement, an appropriate condo association consisting of the Residents) provides the City with written notice of its intention not to renew this Agreement before December 31, 2103.

### 5. Termination

In the event that the Ground Lease with the Redevelopment Authority is terminated for any reason, the City shall have the right to terminate this Agreement.

In the event that all of the Residents fail to file an Intent to Use for a given boating season, this Agreement shall terminate.

### 6. Amendment

This Agreement may only be amended through a signed agreement of the parties.

### 7. Suitability for Use

Subject to force majeure, the City agrees to make docking facilities available at the Dock Space throughout the Term of this Agreement. These docking facilities will be of the same type as those in place on the Effective Date of this Agreement. The City does not represent or warrant that these docking facilities are suitable for any particular boat that a Resident of the Development may wish to dock at the Dock Space. Nevertheless, City Staff and City Contractors shall endeavor to answer questions about the suitability of any particular Slip for use by a particular boat.

#### 8. Notice

Notices shall be sent or personally delivered as follows:

City of Sheboygan

City Clerk  
City of Sheboygan, Wisconsin  
828 Center Ave.  
Sheboygan, WI 53081

with a copy to:

City Attorney  
City of Sheboygan, Wisconsin  
828 Center Ave.  
Sheboygan, WI 53081

South Pier Family Investments, Inc.

South Pier Family Investments Inc.  
2808 Kohler Memorial Drive, Suite 1  
Sheboygan, WI 53081

Notices shall be deemed given when deposited with the U.S. Postal Service, postage prepaid and correctly addressed, registered or certified mail, return receipt requested, to the respective parties or when personally delivered. Any party may change its respective above-stated address by written notice to the other party.

#### 9. Compliance with Other Provisions

The submission of the Intent to Use provides the opportunity for Residents to utilize a portion of the Dock Space. Such usage shall require compliance with all federal, state, and local laws, and compliance with all rules generally applicable to use of City-owned dock space, including the execution of any agreements generally

required to be signed in order to use City-owned dock space and the disclosure of any information generally required to be disclosed in order to use City-owned dock space. In the event of a violation of federal, state, or local law, or any rule generally applicable to the use of City-owned dock space, the City may address the violation in the same way that it may address any other violation on City-owned dock space.

10. Assignment

South Pier Family Investments may assign and transfer this Agreement to a condominium association consisting of the Residents, such as SP-Riverfront Condominium Owners Association, U.A.

**CITY OF SHEBOYGAN, WISCONSIN**

**SOUTH PIER FAMILY  
INVESTMENTS, INC.**

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

By: \_\_\_\_\_  
Toby Watson, President

**ATTEST:** \_\_\_\_\_  
Meredith DeBruin, City Clerk

**DATE:** \_\_\_\_\_

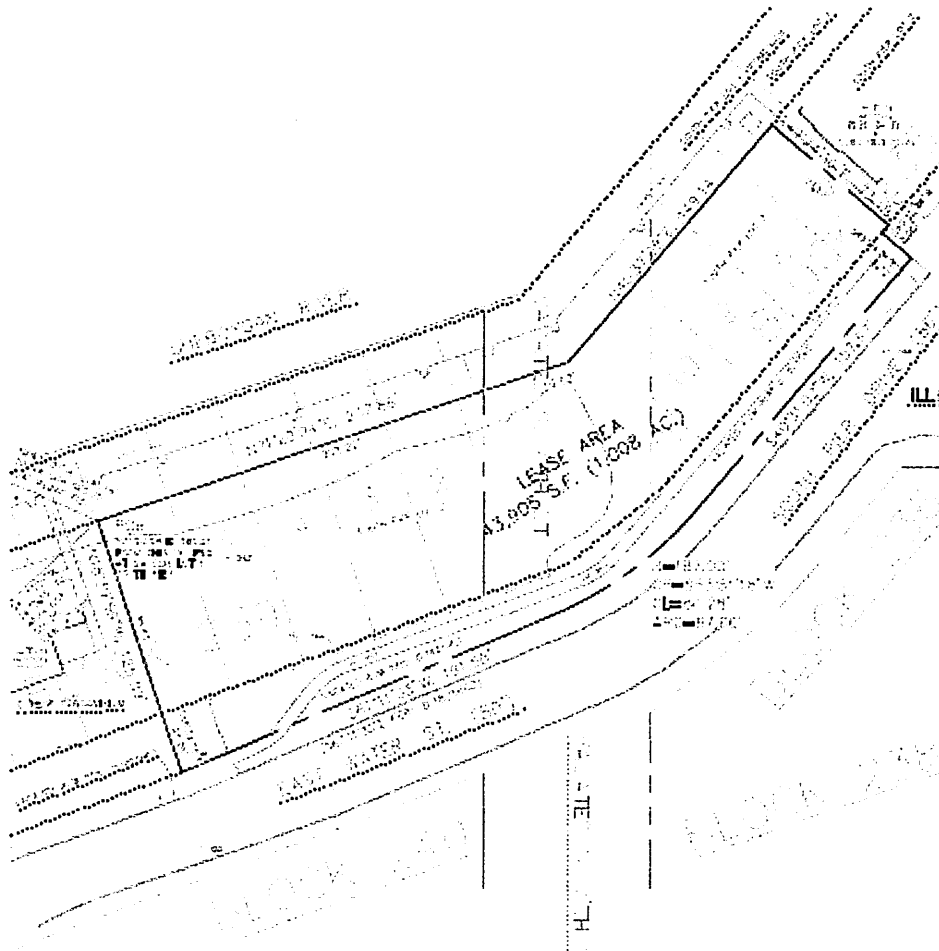
**DATE:** \_\_\_\_\_

# Exhibit A

## LEASE AREA EXHIBIT

BEING PART OF LOT 2 SOUTH PIER PLAT AND  
PART OF VACATED EAST WATER STREET RIGHT-OF-WAY AND  
VACATED SOUTH PIER PLAT RIGHT-OF-WAY,  
LOCATED IN THE NEARBY OF THE BRIDGE, TOWN OF WISCONSIN,  
CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.

THIS PLAN BEING THE  
OFFICIAL RECORD OF THE  
AGREEMENT WITH THE  
HEAVENLY BROTHERS  
CONGREGATION  
AND THE STATE OF WISCONSIN  
THE EAST LINE OF THE  
VACATED SOUTH PIER  
PLAT  
TO BE AVOIDED.



## Exhibit B

The Area Adjacent to the Development:



Included for Context:



VIII

R. C. No. \_\_\_\_\_ - 19 - 20. By FINANCE AND PERSONNEL COMMITTEE.  
October 7, 2019.

Your Committee to whom was referred Res. No. 89-19-20 by Alderpersons Wolf and Sorenson imposing a residential Recycling Fee for services provided by the City; recommends adopting the Resolution.

reg

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

Committee

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

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

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

III

4.5

Res. No. 89 - 19 - 20. By Alderpersons Wolf and Sorenson.  
September 16, 2019.

A RESOLUTION imposing a residential Recycling Fee for services provided by the City.

WHEREAS, in Res. No. 190-18-19, the Common Council of the City of Sheboygan expressed its sense that transitioning to an automated garbage and recycling collection program is in the best interest of the City; and

WHEREAS, in Res. No. 190-18-19, the Department of Public Works proposed paying for some of the operational costs related to the automated recycling program through the imposition of a fee ("Recycling Fee"); and

WHEREAS, it is the Common Council's understanding that such a Recycling Fee would not trigger a negative adjustment to the City's levy under Wis. Stat. § 66.0602(2m); and

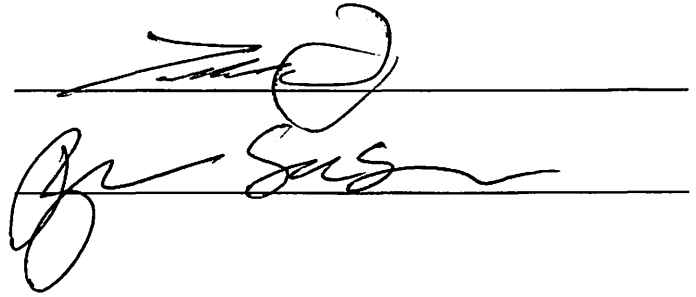
WHEREAS, the City Water Utility will provide administrative support through billing and collection of the Recycling Fee on utility bills.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby imposes a special charge for residential recycling services in the amount of \$4.00 per month per residential unit, with said charge to take effect January 1, 2020.

BE IT FURTHER RESOLVED: That the special recycling charge imposed in accordance with this Resolution shall be a debt due to the City and, if not paid within the time determined by the City, the charge shall be considered delinquent and shall become a lien upon the property. A late payment charge of three percent (3%), but not less than \$0.05 will be added to bills not

Finance + Personnel  
Public Works  
adopt.

paid within 20 days of issuance. This one-time three percent (3%) late payment charge will be applied only to any unpaid balance for the current billing period's charge. The household may be given a written notice that the bill is overdue no sooner than 20 days after the bill is issued.



The image shows two handwritten signatures on horizontal lines. The top signature is written in black ink and appears to be 'M. D.'. The bottom signature is also in black ink and appears to be 'J. S. S.'. Both signatures are written in a cursive style.

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. \_\_\_\_\_ - 19 - 20. By PUBLIC WORKS COMMITTEE. October 7, 2019.

Your Committee to whom was referred a copy of Res. No. 89-19-20 by Alderpersons Wolf and Sorenson imposing a residential Recycling Fee for services provided by the City; recommends adopting the Resolution.

Consent.

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

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

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

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

III

4.5

Res. No. 89 - 19 - 20. By Alderpersons Wolf and Sorenson.  
September 16, 2019.

A RESOLUTION imposing a residential Recycling Fee for services provided by the City.

WHEREAS, in Res. No. 190-18-19, the Common Council of the City of Sheboygan expressed its sense that transitioning to an automated garbage and recycling collection program is in the best interest of the City; and

WHEREAS, in Res. No. 190-18-19, the Department of Public Works proposed paying for some of the operational costs related to the automated recycling program through the imposition of a fee ("Recycling Fee"); and

WHEREAS, it is the Common Council's understanding that such a Recycling Fee would not trigger a negative adjustment to the City's levy under Wis. Stat. § 66.0602(2m); and

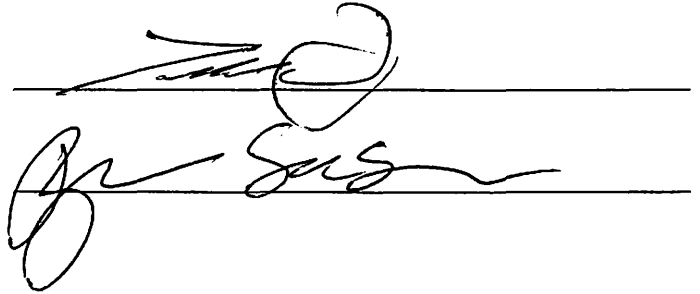
WHEREAS, the City Water Utility will provide administrative support through billing and collection of the Recycling Fee on utility bills.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby imposes a special charge for residential recycling services in the amount of \$4.00 per month per residential unit, with said charge to take effect January 1, 2020.

BE IT FURTHER RESOLVED: That the special recycling charge imposed in accordance with this Resolution shall be a debt due to the City and, if not paid within the time determined by the City, the charge shall be considered delinquent and shall become a lien upon the property. A late payment charge of three percent (3%), but not less than \$0.05 will be added to bills not

*Properly adopted*  
*adopt.*

paid within 20 days of issuance. This one-time three percent (3%) late payment charge will be applied only to any unpaid balance for the current billing period's charge. The household may be given a written notice that the bill is overdue no sooner than 20 days after the bill is issued.



Two handwritten signatures are present, each written over a horizontal line. The top signature is a stylized, cursive name. The bottom signature is also cursive and appears to be a different name.

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. \_\_\_\_\_ - 19 - 20. By PUBLIC WORKS COMMITTEE. October 7, 2019.

Your Committee to whom was referred Res. No. 90-19-20 by Alderpersons Wolf and Sorenson authorizing the appropriate City officials to enter into a Recycling Partnership Grant Agreement with The Recycling Partnership, Inc.; recommends adopting the Resolution.

reg

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

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

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

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

III

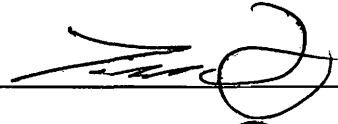

4.6

Res. No. 90 - 19 - 20. By Alderpersons Wolf and Sorenson.  
September 16, 2019.

A RESOLUTION authorizing the appropriate City officials to enter into a Recycling Partnership Grant Agreement with The Recycling Partnership, Inc.

RESOLVED: That the Director of Public Works is hereby authorized to execute the Recycling Partnership Grant Agreement between the City of Sheboygan and The Recycling Partnership, Inc., a copy of which is attached hereto and incorporated herein, and to take all necessary steps to fulfill the City's obligations under the Grant.

Public Works  
adopt.

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

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



125 Rowell Court  
Falls Church, VA 22046  
864.760.8828

RECYCLINGPARTNERSHIP.ORG

## RECYCLING PARTNERSHIP GRANT AGREEMENT

This Grant Agreement is hereby made and entered into on the date executed below, by and between The Recycling Partnership, Inc. (“The Partnership”) and the City of Sheboygan, WI (“Grantee”), which are referred to collectively herein as the “Parties.”

1. **Grant Agreement Documents:** This Grant Agreement consists of this document and its attachments; (a) Terms and Conditions (Attachment A), and (b) Grantee’s Work Plan (Attachment B). This Grant Agreement comprises the entire agreement between the Parties and supersedes any and all previous and contemporaneous agreements and representations, whether oral or written. The Parties may amend the Grant Agreement as provided in Paragraph 8.

2. **Term:** The Grant Agreement shall be effective during the Grant Period, which begins on the execution date below and ends on June 30, 2021, unless the Parties agree to amend the Grant Agreement as provided in Paragraph 8.

3. **Grantee’s Duties:** Subject to Paragraph 10 hereof, the Grantee shall take reasonable and appropriate steps to substantially complete the Grantee’s Work Plan as set out in Attachment B and under the conditions set forth in Attachment A.

4. **Duties of Partnership and Grantee:** The Partnership shall make a cash grant to the Grantee in an amount not to exceed TWO HUNDRED NINETY SIX THOUSAND DOLLARS (\$296,000) to support the purchase of recycling carts and educational and outreach efforts with the goal of improving and enhancing Grantee’s residential curbside recycling program (“Cash Grant”). The details of the cash grant and the anticipated costs and expenditures associated with this grant project are detailed in the section f, Project Budget and Grant Funding, found in Attachment B, the Grantee’s Workplan.

In addition to the provision of direct grant funding, during the Grant Period The Partnership shall also provide the Grantee with access to resources, Partnership staff time, and other in-kind services with an estimated value of ONE HUNDRED TWENTY FIVE THOUSAND DOLLARS (\$125,000). The purpose of these in-kind services is to support Grantee’s public recycling program through the provision of technical support for strategic planning, program assessment, and recycling education and outreach including graphic design customization. The amounts set forth below represent The Partnership’s intended distribution of the in-kind resources to the Grantee:

Description of In-Kind Resources from The Recycling Partnership	Projected Value
Access to Recycling Partnership educational campaign materials	Up to \$100,000
Dedicated technical assistance and outreach campaign design support from Partnership staff	Up to \$25,000
Total projected value of in-kind assistance and support	Up to \$125,000

In exchange for the Cash Grant and in-kind resources from The Partnership, the Grantee will (i) commit staff time and resources for the planning and implementation of the project, including producing and distributing educational materials, conducting recycling program operations, supporting research and program analysis, and providing additional support as the project requires in the Grantee’s Workplan Attachment B, and under the conditions set forth in Attachment A.

Subject to Paragraph 10 hereof, the Grantee will take reasonable and appropriate steps to substantially complete the Grantee’s Work Plan in accordance with the Anticipated Implementation Timeline described in the Grantee’s Work Plan.

**5. Distribution Provisions:** The Partnership shall distribute Grant funds to the Grantee to reimburse the Grantee for actual allowable expenditures the Grantee has made or otherwise incurred during the Grant Period. An allowable expenditure is one associated with work performed or goods or services acquired to complete the Grantee’s Work Plan as outlined in Attachment B hereto determined by The Partnership in its sole and absolute discretion. Excluding the final payment of grant funds, The Partnership shall make such distributions to the Grantee within thirty (30) days of receiving from the Grantee invoices prepared as described in Paragraph 6 below documenting allowable expenditures. Total distributions from The Partnership will not exceed ninety (90) percent of reimbursable costs until the submittal of a final project report; the remaining ten (10) percent of reimbursable expenses shall be paid upon final report submittal. Grant proceeds may be distributed to the Grantee by check or direct deposit, as the Grantee and The Partnership shall mutually agree prior to the distribution of Grant funds.

**6. Invoices:** As described in section u, Reimbursement, of Attachment A, the Grantee shall submit reimbursement requests to The Partnership, which shall include copies of invoices for allowable expenditures for which the Grantee is seeking reimbursement. The Grantee’s final invoices must be received by The Partnership with the Grantee’s Final Report, as described in section t, Reporting and Additional Post Award Requirements, of Attachment A. With respect to all invoices submitted to The Partnership, the Grantee shall provide reasonable and appropriate evidence for The Partnership to determine the actual amounts paid by Grantee for work and services associated with allowable expenditures, and documentation that provides evidence of payment by the Grantee for all allowable expenditures submitted. In addition to supporting documentation, the Grantee shall provide a summary of the expenses paid by the Grantee in a table or spreadsheet outlining the expense, vendor, and the purpose of the expense. Upon presentation of herein described invoices and documentation, the Grantee will then be eligible for reimbursement of up to ninety (90) percent of the amount of grant funds to be provided by The Recycling Partnership for allowable expenditures and with the final ten (10) percent becoming available as detailed in Paragraph 5 above.

**7. Grant Contacts:** Programmatic contacts are set forth below.

<b>Partnership Chief Community Strategy Officer:</b>	<b>Partnership Project Manager:</b>	<b>Grantee Project Manager:</b>
Cody Marshall Telephone: (919) 612-7127 Email: cmarshall@recyclingpartnership.org	Jill Martin Telephone: (920) 540-0179 Email: jmartin@recyclingpartnership.org	Jason Blasiola, Superintendent of Streets and Sanitation Telephone: 920-459-3447 Email: jason.blasiola@sheboyganwi.gov

**8. Changes and Amendments:** Any change to this Grant Agreement that increases or decreases the amount distributable to the Grantee is not effective until approved in writing by the Chief Community Strategy Officer of The Partnership. The Grant Agreement may be amended or modified in writing signed by the Parties, subject to the approval of the Common Council of the City of Sheboygan by resolution.

**9. Signature Warranty:** Each of the undersigned represents and warrants that he or she is authorized to execute this Grant Agreement.

**10. Subject-to-Appropriations:** All expenditures and other performance by the Grantee under this Grant Agreement are subject to appropriations by the Common Council of the Grantee. Consequently, this Grant Agreement shall bind the Grantee only to the extent that the City of Sheboygan appropriates sufficient funds for the Grantee to perform its obligations hereunder.

The parties have executed this Grant as of the date last below written.

The Recycling Partnership, Inc.

Signed By \_\_\_\_\_

Cody Marshall,  
Chief Community Strategy Officer

Signed by The Recycling Partnership on this date:

\_\_\_\_\_

City of Sheboygan, WI

Signed By: \_\_\_\_\_  
David Biebel, Director  
Department of Public Works

DATE: \_\_\_\_\_

**Attachment A: Terms and Conditions**

**a. Termination:** Either Party may terminate the Grant Agreement in writing with thirty (30) days' notice to the other Party. If the Grantee fails to substantially fulfill its obligations under this Grant Agreement in a timely and proper manner, The Partnership may provide written notice to the Grantee of its intent to terminate the Grant Agreement. Such notice shall specify the reasons for termination and allow the Grantee thirty (30) days to mitigate any specified reasons. If the Grantee fails to mitigate the specified reasons, The Partnership may terminate this Grant Agreement by giving written notice to the Grantee of such termination and the effective date of such termination. In such case, the Grantee is entitled to retain a percentage of the Cash Grant distributed from The Partnership equal to the total amount of actual allowable expenditures incurred for educational and outreach efforts prior to termination.

**b. Notices:** All notices required by the terms of this Grant Agreement must be delivered by email with a read receipt requested to The Recycling Partnership at [cmarshall@recyclingpartnership.org](mailto:cmarshall@recyclingpartnership.org) with a copy to [jmartin@recyclingpartnership.org](mailto:jmartin@recyclingpartnership.org).

All notices required by the terms of this Grant Agreement must be delivered by email with a read receipt requested to Grantee's Project Manager, Jason Blasiola, at [jason.blasiola@sheboyganwi.gov](mailto:jason.blasiola@sheboyganwi.gov) with a copy to David Biebel, Director of Public Works, at [david.biebel@sheboyganwi.gov](mailto:david.biebel@sheboyganwi.gov).

**c. Recycled Paper:** The Partnership encourages the Grantee to seek that all publications produced as a result of this Grant Agreement be printed double-sided on recycled-content paper with minimal thirty (30) percent post-consumer recycled content, only if cost effective.

**d. Lobbying:** The Grantee shall not use or appropriate any funds received from The Partnership to carry on propaganda or otherwise attempt to influence legislation.

**e. Compliance with Work Plan:** The Grantee shall substantially adhere to the timeline and objectives detailed in the Grantee's Work Plan as set out in Attachment B and strive to make sufficient progress toward fulfilling such timeline and objectives.

**f. Extensions:** No-cost time extensions are possible, but not guaranteed by The Partnership. If the Grantee seeks a no-cost time extension, the Grantee shall submit a written request for extension to the Chief Community Strategy Officer of The Partnership at least SIXTY (60) days prior to the end of the Grant Period.

**g. Retroactive Costs:** Costs incurred before the Grant Period are not eligible for reimbursement unless approved in writing by the Chief Community Strategy Officer of The Partnership.

**h. Travel Expenses:** Grant funds from The Partnership may not be used for travel expenses without prior written approval from the Chief Community Strategy Officer of The Partnership.

**i. Technical Assistance:** The Grantee agrees to work with The Partnership during the design, implementation and monitoring of the program improvements, both educational and operational, during the Grant Period.

**j. Collection Frequency:** When a grant project involves funding in support of curbside recycling, Grantee must provide residents with a recycling program under which recyclables are collected on a weekly or every other week basis. Collection frequency impacts cart size as follows:

- Weekly collection: minimum of 64+ gallon cart is required.
- Every other week collection: 93+ gallon cart size is required.

Grantee, at its discretion, may distribute carts that are smaller than required above but such carts will not be eligible for grant funding.

**k. Cart Distribution:** This Grant involves funding to support of the purchase and distribution of carts for curbside recycling (“Grant Supported Carts”). Grantee must distribute Grant Supported Carts free of additional charge to people living in residential properties in which Grantee administers sanitation and recycling services pursuant to its Municipal Code. Grantee may impose a monthly fee for recycling services; such fee shall be uniform where sanitation and recycling services are performed. Grantee may, at Grantee’s option, make additional carts for curbside recycling available to residents. If such carts are not Grant Supported Carts, the carts need not be made available free of additional charge.

**l. RFID (Radio Frequency Identification) Tags:** When a grant project involves grant funding in support of the purchase and distribution of carts for curbside recycling, Grantee must acquire and distribute carts with embedded RFID tags.

**m. Material Collection:** The Grantee shall provide a listing of the materials currently accepted for recycling. After a review by The Partnership of recycling materials already accepted by the Grantee, the Grantee shall work with its Materials Recovery Facility (MRF), hauler (if applicable) and The Partnership and/or a contractor hired at The Partnership’s expense to evaluate the current mix of recycling materials collected residentially and consider the inclusion of other recyclable materials as appropriate in curbside collection.

**n. Educational Best Practices:** When working with communities that are distributing recycling carts The Partnership utilizes a behavior change approach to recycling education that consists of three main components. The key three (3) behavior change educational components include: 1) a direct-to-resident information card/hanger informing them that carts are coming; 2) a kit of information delivered with the cart, which includes an acceptable materials magnet/sticker, an introductory card, service calendar, etc.; and 3) use of oops/congrats tags or other anti-contamination strategies to reinforce correct recycling behavior after carts have been delivered.

At a minimum The Partnership requires that grant funds allocated for education and outreach be used toward the procurement of these key three (3) items unless otherwise agreed in advance between The Partnership and the Grantee. To support an effective campaign, The Partnership encourages the Grantee to select at least two (2) additional awareness communication components, such as billboards, digital and/or print advertisements, festival/event kit, truck signage, etc. Finally, The Partnership requires that the Grantee update its websites to communicate the basics of the cart roll out to its citizens and community and that its website include at a minimum a listing of acceptable materials and how to gain additional information about recycling collection schedule.

**o. Press Events:** The Parties note that the Grantee has hired a marketing company to assist Grantee with outreach regarding Grantee's change to a cart-based curbside sanitation and recycling system. The Parties agree to cooperate in publicizing Grantee's change to a cart-based sanitation and recycling system, which may include press releases or local press events. Grantee shall take the lead on publicizing Grantee's change to a cart-based sanitation and recycling system, but—for the avoidance of doubt—The Partnership may also issue its own press release.

**p. Graphic Design Edits:** The Partnership will work closely with the Grantee to customize educational materials to fit the needs of the campaign in accordance with the timeline established by the Parties. The Grantee must give at least one week's notice for any edits or changes to educational materials that are to be conducted by The Partnership. If the Grantee chooses to utilize a third-party service provider for the design of education and outreach materials instead of working directly with The Partnership, then The Partnership agrees to cooperate with the third-party service provider by providing access to Partnership tools, artwork and images for use by the third-party provider in service of the Grantee. The Partnership will not, however, provide customized design work on behalf of the third-party service provider. The Partnership will work closely with the Grantee on campaign materials and will provide two rounds of edits to the graphic design of these materials. Additional rounds of editing on graphic design materials may be provided by mutual agreement between The Partnership and Grantee.

**q. Logo Usage:** The Partnership requires that the Grantee use The Partnership logo with the phrase "Funded in part by," to be included on all education materials associated with the Grant project that are to be supported by Partnership grant funding. When a Partnership project is majority funded by one funder, then in addition to The Partnership logo, that funder may also need to be called out by Grantee in communications materials with the "funded in part by" language, and the use of additional funder logo(s) may be requested, with the final product to be developed by mutual agreement between The Partnership and Grantee. Prior to finalization, The Partnership requests proof review of any campaign materials developed by the Grantee or a third party that uses campaign images, graphics or logos of The Partnership and funders thereof. Upon presentation of materials for review, The Partnership agrees to review proofs and provide feedback within one (1) week (five (5) business days), or to forfeit the right to require the use of The Partnership logo, and any additional funders' logos and associated "Funded in part by" phrasing. Grantor understands that under no circumstances can the Grantee appear to be

endorsing or advertising on behalf of a private business.

**r. Compliance with Patent, Trademark and Copyright Laws:** The Partnership and Grantee agree that all work performed under this Grant Agreement, shall comply with all applicable patent, trademark and copyright laws, rules, regulations and codes of the United States. The Partnership and Grantee further agree that neither will use any protected patent, trademark or copyright in performance of their respective work unless The Partnership or Grantee has obtained proper permission and all releases and other necessary documents. The Partnership and Grantee agree to release, indemnify and save one another harmless from any and all claims, damages, suits, costs, expenses, liabilities, actions or proceedings of any kind or nature whatsoever, of or by anyone whomsoever, in any way resulting from, or arising out of, directly or indirectly, the performance or work under this Grant Agreement which infringes upon any patent, trademark or copyright protected by law.

**s. Electronic Signatures and Electronic Records:** The Partnership consents to the use of electronic signatures by the Grantee. The Grant Agreement, and any other documents requiring a signature under the Grant Agreement, may be signed electronically by the Grantee in the manner specified by the Grantee. The Parties agree not to deny the legal effect or enforceability of the Grant Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Grant Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

**t. Reporting and Additional Post-Award Requirements:** The Grantee shall comply with reporting requirements, including:

- In order to establish a baseline for measurement of project success, the Grantee shall provide monthly waste and recycling tonnage data for at least the twelve (12) month period immediately before the project is initiated.
- The Grantee shall deliver to The Partnership monthly waste and recycling data reports on a quarterly basis through the end of the Grant Period as defined in Paragraph 2 of the Grant Agreement or for the period of time extending one (1) calendar year beyond the date of the implementation of the recycling project funded by The Recycling Partnership, whichever is later. These reports shall be submitted electronically to The Partnership via a reporting system and format established by The Partnership.
- Post-grant Long Term Reporting using the Municipal Measurement Program: In addition to providing The Partnership with monthly waste and recycling data, the Grantee shall establish an account with the Municipal Measurement Program (MMP) System for annual reporting. Reporting in the MMP system is free and reporting involves entering annual tonnage data and answering questions about waste and recycling programs and services through a web-based analytical tool. To aid in the tracking of the long-term impacts of the work conducted, the Grantee commits to reporting annually in the Municipal Measurement Program (MMP) System for five (5) years following the implementation of the grant project.
- The Grantee shall submit a draft Final Report to The Partnership at least thirty (30) days prior to the end of

the Grant Period for review. The Partnership will provide the required format for the Final Report and feedback to the Grantee about the draft Final Report including necessary changes and points of clarification within two weeks of receipt of the draft report, and a complete Final Report is required to be submitted within sixty (60) days of the end of the Grant Period.

- Additional reporting requirements may be included in Grantee's Work Plan, Attachment B.

**u. Reimbursement:** As stipulated in Paragraph 5 of the Grant Agreement, grant funds will be distributed by The Partnership on a reimbursement basis. When seeking reimbursement for grant related expenditures, Grantee must utilize the format provided by The Partnership. When submitting reimbursement requests, the Grantee must include a copy of any invoices or receipts for which the Grantee seeks reimbursement from The Partnership. All invoices should be accompanied by associated proof that Grantee has made payment for the invoices in question. Acceptable proof of payment can include copies of canceled checks or Grantee finance system reports showing that the payment has been made.

The Partnership shall reimburse Grantee for actual allowable expenditures with The Partnership retaining a minimum of ten (10) percent of the grant funds until all grant related activities are completed and all reports are received and accepted. The remaining ten (10) percent of reimbursable expenses shall be paid upon completion of a satisfactory Final Report as described above in the section t, Reporting and Additional Post-Award Requirements.

The Partnership may withhold payment of grant funds if Grantee is delinquent in meeting its reporting obligations as spelled out in section t, Reporting and Additional Post-Award Requirements, above.

**Attachment B: Grantee's Workplan**

**a. Background:** The City of Sheboygan currently operates a bag-based curbside recycling program with collection conducted by city staff using city-owned vehicles. This recycling program provides weekly collection service to approximately 18,397 households within the City of Sheboygan corporate limits. The recyclables collected by Sheboygan's curbside recycling program are delivered to a Materials Recovery Facility (MRF) operated by Waste Management in Germantown, WI for materials processing. City staff estimate that its curbside recycling program collected approximately 3,582 tons of recyclables from residential sources in 2018.

In an effort to modernize its collection system and advance public recycling services, in April of 2019 the City of Sheboygan Common Council approved a transition to an automated cart-based waste and recycling collection system, and the purpose of this grant project is to support the city-wide implementation of cart-based curbside recycling in the spring of 2020.

**b. Project Description:** With the support of grant funding and assistance from The Recycling Partnership, The City of Sheboygan will purchase and distribute recycling carts to all eligible households within its jurisdiction to implement bi-weekly (every-other-week) cart-based curbside recycling service that will be automatically available. The City will distribute 95+ gallon recycling carts to curbside recycling households. The goal is to broadly adopt a uniformly sized recycling cart as standard collection equipment while still accommodating those households and citizens with special needs. In addition, with support from The Recycling Partnership and further assistance from a city-hired contractor, Sun Graphics Media, the City of Sheboygan will implement a jurisdiction-wide education and outreach campaign to support its curbside recycling program.

**c. Measurement Plan:** The Grantee will implement a system for tracking the number of households eligible to receive curbside recycling service along with the number of households actually utilizing said service as determined through the measurement of curbside recycling set out rate. The Grantee will also implement a system for tracking monthly tonnage data for municipal solid waste and curbside recyclables, with the particular goal of measuring waste and recyclables generated by and collected from curbside recycling eligible households. To the degree possible, the Grantee will also work with The Partnership and the Grantee's material recovery facility operator to evaluate contamination and participation rates of recovered materials, as resources allow. Reports will be provided to The Partnership as outlined in section t, Reporting and Additional Post-Award Requirements, as set out in Attachment A.

**d. Public Outreach Plan:** The Grantee will work closely with The Partnership to develop and implement an effective education and outreach campaign in support of Grantee's curbside recycling program utilizing the approach outlined in section n, Educational Best Practices, of Attachment A. Technical support will be provided by The Partnership as set out in this Grant Agreement. The Grantee will partner closely with The Partnership to maximize the educational efforts and materials developed during this campaign.

This educational effort will focus on engaging long-term recyclers as well as new program participants to keep the recycling stream clean and to ensure that residents are informed of what is acceptable and not acceptable in the recycling carts. A heavy emphasis of this campaign will be around educating residents about the use of carts for curbside recycling and how to properly prepare materials for recycling collection, as well as ensuring that residents know their proper recycling collection day. The educational effort will target all curbside recycling households in the Grantee's service jurisdiction and will at a minimum utilize these supporting tools:

- Direct to resident "Carts are Coming" informational mailers or utility bill inserts for all curbside households;
- A packet of information about recycling to be delivered with the cart to all households that receiving a recycling cart; and
- The implementation of anti-contamination strategies to reinforce correct recycling behavior.

In addition, and as agreed upon by The Partnership and the Grantee, outreach efforts may be expanded to include the following:

- Public activation event to drive citizen engagement in recycling;
- Social media boosting;
- Paid advertisements; and
- Other strategies determined effective by Grantee and The Recycling Partnership.

**e. Anticipated Implementation Timeline:** The Partnership and the Grantee agree to develop and maintain a detailed Project Timeline providing milestones in the implementation of this grant project. The anticipated key dates in the project are as follows:

- January 2, 2020 – Initiate planning for education and outreach campaign in support of the upcoming changes to Grantee's curbside recycling program.
- March 1, 2020 – Begin public-facing education and outreach efforts.
- April 13, 2020 – Begin cart assembly and distribution.
- May 1, 2020 – Complete distribution of recycling carts to all eligible households.
- May 4, 2020 – Implement jurisdiction-wide cart-based curbside recycling collection.

The Recycling Partnership and Grantee acknowledge the difficulty of predicting the exact dates for implementation of the various elements of this project. With this in mind, the above dates are set out as milestones, and with the understanding that if unanticipated changes or delays in the above schedule occur, then The Partnership and the Grantee agree to revisit the timeline and adjust as necessary to pursue the successful implementation of the project as described in section b, Project Description, above. In addition, and as necessary, the parties may decide to modify the Grant Agreement end date as stipulated in Paragraph 2 of the Grant Agreement.

**f. Project Budget and Grant Funding:** The Recycling Partnership’s Residential Curbside Recycling Cart Grant Program provides grant funding in the amount of \$15.00 for qualifying curbside recycling carts and \$1.00 per household for supportive education and outreach materials. Qualifying recycling carts meet the conditions defined in sections j, k, and l of Attachment A. The actual amount of grant funds to be paid (Cash Grant) may vary based on the actual number of carts distributed as well as the total number of households served by the curbside recycling program as determined at the time of cart distribution and as verified by Grantee staff and documents provided according to Paragraph 6 of the Grant Agreement. The budget for the Cash Grant as illustrated below has been developed around the provision of recycling carts and supportive education and outreach to 18,500 households in the City of Sheboygan.

The amounts set forth in the table below represent The Partnership’s intended distribution of the grant funds to the Grantee:

Grant Element	Description	Grant Amount
Recycling Carts	Grant funding to support the purchase and distribution of qualifying recycling carts for all eligible households in the City of Sheboygan for automatic bi-weekly curbside recycling collection.	\$277,500
Education and Outreach Support	Grant funding to implement a recycling education and outreach campaign in support of curbside recycling.	\$18,500
Total		\$296,000

All costs associated with project implementation beyond the direct grant funding from The Recycling Partnership will be the responsibility of the Grantee. It is understood that actual expenses may vary depending on a variety of factors including the number of recycling carts distributed, the number of households served by the curbside recycling program, and the actual expenses associated with Grantee’s education and outreach effort. Upon mutual agreement of The Partnership and Grantee, the final allocation of Partnership grant funds may be adjusted between individual expense categories as necessary. The actual amount of grant funding paid will be based on actual reimbursable expenditures as outlined in section u, Reimbursement, of Attachment A, and the total amount of grant funding paid is not to exceed the amount specified in Paragraph 4 of the Grant Agreement. Any expenditures to be made by the Grantee are subject to the requirements provided in Paragraph 10 of the Grant Agreement. The Grantee shall only invoice and receive reimbursement for actual allowable expenditures incurred.

VIII

R. C. No. \_\_\_\_\_ - 19 - 20. By FINANCE AND PERSONNEL COMMITTEE.  
October 7, 2019.

Your Committee to whom was referred DIRECT REFERRAL Res. No. 93-19-20 by Alderpersons Donohue and Bohren authorizing adjustments to the 2020 budget requested; recommends adopting the Resolution.

*ref*

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

DIRECT REFERRAL TO FINANCE AND PERSONNEL COMMITTEE

Res. No. 93 - 19 - 20. By Alderpersons Donohue and Bohren.  
September 23, 2019.

A RESOLUTION authorizing adjustments to the 2020 budget requested.

WHEREAS, it was discovered there were errors in the debt service funds related to TID 17 and TID 18 and a revised shared revenue amount was communicated from the state; and

WHEREAS, the TID 17 Debt Service Fund error resulted in a favorable impact to expenditures (32071120-724019) of \$17,472.50; and

WHEREAS, the TID 18 Debt Service Fund error resulted in a negative impact to expenditures (32171120-729108) of \$149,862.50; and

WHEREAS, the General Fund shared revenue change results in a negative impact to revenues (10115100-435100) of \$598,231.

NOW, THEREFORE, BE IT RESOLVED: That the Finance Director is authorized to make the necessary adjustments within the "2020 Requested" of the 2020 budget.

*Finance  
Personnel  
adopt*

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

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

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

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

IX

R. C. No. \_\_\_\_\_ - 19 - 20. By PUBLIC WORKS COMMITTEE. October 7, 2019.

Your Committee to whom was referred Gen. Ord. No. 19-19-20 by Alderpersons Wolf and Sorenson repealing and recreating Chapter 102 of the Sheboygan Municipal Code relating to solid waste and recycling and amending Section 1-14(a)(2) regarding issuance of citations; recommends adopting the Ordinance with the addition of a sentence to Section 102-45(a) that provides "The Department of Public Works issued container shall be removed from the location designated for pickup in subsection (b) prior to 6:00 p.m. on the scheduled collection date".

*ref*

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

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

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

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

**I**

Subs. of Gen. Ord. No. 19 - 19 - 20. By Alderpersons Wolf and Sorenson.  
October 7, 2019.

AN ORDINANCE repealing and recreating Chapter 102 of the Sheboygan Municipal Code relating to solid waste and recycling and amending Section 1-14(a)(2) regarding issuance of citations.

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

Section 1. Chapter 102 of the Sheboygan Municipal Code entitled "Solid Waste" is hereby repealed and recreated to read as follows:

"Chapter 102 - SOLID WASTE

ARTICLE I. IN GENERAL

Sec. 102-1. *Definitions.*

The following words, terms, and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Bi-metal container* means a container for carbonated or malt beverages that is made primarily of a combination of steel and aluminum.

*Collectible recyclables* means aluminum containers, bi-metal containers, corrugated paper or other container board, glass containers, magazines, newspapers, office paper, plastic containers made of PETE, HDPE, PVC, LDPE, or PP, and steel containers. *Collectible recyclables* only includes materials that are residential in origin.

*Collectable refuse* means drained and wrapped garbage, manufactured wood wastes, organic byproducts, and materials not considered recyclable by state law, which are residential in origin, but excluding prohibited materials or noncollectible refuse.

*Commercial hauler* means any individual, partnership, or corporation, other than the city, engaged in the business of collection, disposal, preprocessing, or marketing of refuse or recyclables.

*Commercial recyclables* means lead acid batteries, major appliances, waste oil, yard waste, aluminum containers, bi-metal containers, corrugated paper or other container board, foam polystyrene packaging, glass containers, magazines, newspapers, office paper, plastic containers, steel containers, waste tires, and any other materials prohibited by state law to be placed into a landfill. *Commercial recyclables* only includes materials that are not residential in origin.

*Commercial refuse* means all waste produced or accumulated by any business, industry, church, governmental office, public or private educational institution, hospital, charitable organization, or that is not residential in origin, which is not prohibited under state law from being disposed of in a solid waste disposal facility or solid waste treatment facility.

*Container board* means corrugated paperboard used in the manufacture of shipping containers and related products.

*Dump or abandon* means to deposit or dispose of collectable or noncollectable refuse or recyclables, prohibited materials, or commercial refuse or recyclables, in any place or in any manner, other than as provided by this chapter.

*Foam polystyrene packaging* means packaging made primarily from foam polystyrene that satisfies one of the following criteria:

- (1) Is designed for serving food or beverages.
- (2) Consists of loose particles intended to fill space and cushion the packaged article in a shipping container.
- (3) Consists of rigid materials shaped to hold and cushion the packaged article in a shipping container.

*Glass container* means a glass bottle, jar, or other packaging container used to contain a product that is the subject of a retail sale and does not include ceramic cups, dishes, oven ware, plate glass, safety and window glass, heat resistant glass such as pyrex, lead based glass such as crystal, or TV tubes.

*HDPE* means high density polyethylene, labeled by the SPI code #2.

*Infectious waste* means solid waste that contains pathogens with sufficient virulence and sufficient quantity that exposure of a susceptible human or animal to the solid waste could cause the human or animal to contract an infectious disease. The following are specifically deemed to constitute infectious waste:

- (1) *Microbiological laboratory waste* means cultures derived from clinical specimens or laboratory equipment which has come in contact with these cultures.
- (2) *Blood and body fluids* means whole blood or blood components, blood specimens, body fluids, and peritoneal dialysate.

- (3) *Sharps* means medical or laboratory articles that may cause punctures or cuts. Examples include, but are not limited to, hypodermic needles, syringes, Pasteur pipettes, and scalpel blades.
- (4) *Medical wastes* means wastes that contain infectious waste or that are from a treatment area - which means a room or area in a hospital or clinic the primary use of which is to provide emergency care, diagnosis, or radiological treatment; an obstetrics delivery room in a hospital, other than a patient's room; or a room or area in a hospital, clinic, or nursing home, in which infectious waste is generated - and that are mixed with infectious waste.
- (5) *Human tissue* means tissue removed from human beings. This does not include hair or nails, but does include teeth.

*LDPE* means low density polyethylene, labeled by the SPI code #4.

*Magazines* means magazines and other materials printed on similar paper.

*Major appliance* means a residential or commercial air conditioner, clothes dryer, clothes washer, dishwasher, freezer, microwave oven, oven, refrigerator, furnace, boiler, dehumidifier, water heater, or stove.

*Multi-family dwelling* means a property containing five or more residential units, including those which are occupied seasonably.

*Newspaper* means a newspaper and other materials printed on newsprint.

*Noncollectible recyclables* means lead acid batteries, major appliances, waste oil, yard waste, plastic containers that are made of something other than PETE, HDPE, PVC, LDPE, or PP, foam polystyrene packaging, waste tires, and any other material prohibited by state law to be placed into a landfill that is not covered by a variance and that is not a *collectable recyclable*.

*Noncollectible refuse* means items that are residential in origin, nonrecyclable, and that do not meet the definition of collectible refuse.

*Non-residential facilities and properties* means commercial, retail, industrial, institutional, and governmental facilities and properties. This term does not include multi-family dwellings.

*Office paper* means high grade printing and writing papers from offices in non-residential facilities and properties. Printed white ledger and

computer printouts are examples of office paper generally accepted as high grade. This term does not include industrial process waste.

*Outdoor precollection storage container* means a metal or resinous container which is flyproof and rodentproof with a tightfitting cover. *Outdoor precollection storage container* includes, but is not limited to, containers provided by the department of public works.

*Person* includes any individual, corporation, partnership, association, local government unit, as defined in Wis. Stat. § 66.0131(1)(a), state agency or authority, or federal agency.

*PETE* or *PET* means polyethylene terephthalate, labeled by the SPI code #1.

*Plastic container* means an individual, separate, rigid plastic bottle, can, jar or carton, except for a blister pack, that is originally used to contain a product that is the subject of a retail sale.

*PP* means polypropylene, labeled by the SPI code #5.

*Prohibited materials* means explosives; toxic metals and chemicals; asbestos products and wastes; solvents, thinners, and oil- or lead-based paint; fuel oils; gasoline tanks or cans and all liquid storage containers five gallons or larger; automobile, truck, and tractor tires; animal carcasses; infectious wastes and other hazardous wastes; and construction, demolition, and remodeling debris.

*PVC* means polyvinyl chloride, labeled by the SPI code #3.

*Recycling* means the marketing or other reuse of materials that have previously been considered wastes.

*Resident dropoff site* means a municipal facility for the collection of certain noncollectible refuse or noncollectible recyclables.

*Residential in origin* means produced or accumulated in buildings of four or fewer residential units.

*Residential unit* means a structure or portion of a structure capable of independent habitation by a family unit.

*Solid waste* has the meaning specified in Wis. Stat. § 289.01(33).

*Waste tire* means a tire that is no longer suitable for its original purpose because of wear, damage, or defect.

*Yard waste* means leaves, grass clippings, yard and garden debris and brush, including clean woody vegetative material no greater than 6 inches in diameter. This term does not include stumps, roots, or shrubs with intact root balls.

Sec. 102-2. *Penalties.*

- (a) A violation of any of the sections in this chapter which results in any refuse or recyclables being placed at the curb or alley line not suitable for collection shall, after reasonable effort to give 48 hours' notice to the abutting property owner or resident, be deemed just cause to be collected by the department of public works. The department of public works shall keep accurate account of the expenses of collection and disposal, and the whole of these expenses, plus 50 percent, shall be assessed to the property owner and, if not paid within the period fixed by the department of public works, shall become a lien on the property and shall automatically be included in the next tax collection and collected as other taxes are collected.
- (b) A violation of any of the sections of this chapter, other than those for which a penalty is specifically provided in this section, shall subject the violator to a forfeiture of not less than \$50.00 or more than \$250.00 for the first offense within a 12-month period, a forfeiture of not less than \$100.00 or more than \$500.00 for the second offense within a 12-month period, a forfeiture of not less than \$250.00 or more than \$2,000.00 for the third and subsequent offense within a 12-month period, together with the cost of prosecution, and, in default of payment thereof, to imprisonment in the county jail until such forfeiture and costs are paid, but not to exceed ten days. In addition, any costs incurred by the city for cleanup and disposal as a result of the violation shall be added as recoverable costs.
- (c) A violation of Section 102-41, Sections 102-43 through 102-46 or Section 102-87 shall result in a forfeiture of not less than \$50.00 or more than \$250.00 plus the costs of prosecution, plus the expenses of collection and disposal as provided in subsection (a) of this section for the first offense; a forfeiture of not less than \$100.00 or more than \$500.00 plus the costs of prosecution, plus any costs incurred by the city for cleanup and disposal as a result of the violation, plus the elimination of all city collection services for a period not to exceed six months for the second and each subsequent violation. In default of payment of the forfeiture imposed by this subsection, the property owner or resident may be imprisoned in the county jail until such forfeiture and costs are paid, but not to exceed 10 days.

- (d) A violation of Sections 102-8 or 102-9 shall subject the violator to a forfeiture of not less than \$50.00 or more than \$250.00 for the first offense and for any subsequent violation not less than \$100.00 or more than \$500.00, together with the costs of prosecution, and, in default of payment thereof, to imprisonment in the county jail until such forfeiture and costs are paid, but not to exceed 10 days.

Section 102-3. *Burning or burying refuse prohibited.*

It shall be unlawful for any person to burn out of doors or bury refuse or animal waste within the city or to leave such in the open for a period in excess of 24 hours, except as specified in Section 102-4.

Section 102-4. *Composting.*

It shall be lawful to utilize grass, leaves, and garden waste for composting purposes in a manner which does not create a nuisance or is not offensive in smell or unsightly in appearance.

Section 102-5. *Littering prohibited generally.*

It shall be unlawful for any person to throw, drop, cast, or deposit upon any street, alley, sidewalk, yard, or premises, public or private, any cans, paper, trash, paper containers, rubbish, bottles, filth of any kind, or any other form of litter or waste matter.

Section 102-6. *Control of litter on business premises.*

- (a) *Generally.* The owner or occupant of any store or other place of business situated within the city shall exercise reasonable diligence at all times to keep his premises clean of wastepaper, wrapping paper, paper napkins, cartons, package containers, and other used or waste materials thrown or left on the premises by his customers, and to take reasonable measures to recycle or dispose of these materials in accordance with this chapter and applicable state laws and regulations.
- (b) *Receptacles.* Appropriate receptacles of sufficient size and number shall be placed on the premises accessible to the customers of such business where the articles of waste referred to in subsection (a) of this section may be recycled or disposed of in accordance with this chapter and applicable state laws and regulations.

Section 102-7. *Control of litter by customer.*

It shall be unlawful for any customer going upon the premises of another to in any manner dispose of wastepaper, wrapping paper, paper napkins, cartons, package containers, or other waste materials, except in receptacles provided for such purposes.

Section 102-8. *Compliance by commercial haulers.*

Commercial haulers shall comply with all local and state laws, ordinances, and regulations relating to the proper collection and disposal of commercial refuse and commercial recyclables.

Section 102-9. *Recordkeeping by commercial hauler.*

Commercial haulers shall keep accurate records of commercial refuse and commercial recyclables collected, accumulated, or processed within the city by year for at least the most recent three years, and shall report these volumes to the department of public works at least annually by April 1 and upon request. Copies of these records shall be maintained by commercial haulers for at least three years, in a form consistent with reporting requirements of the state department of natural resources.

Section 102-10. *Illegal dumping or abandonment.*

It shall be illegal to dump or abandon any collectable or noncollectible residential, commercial, or industrial refuse, recyclables, or prohibited materials at any household, business, industry, government facility, church, school, or public or private lands.

Section 102-11. *Antiscavenging or unlawful removal of refuse/recyclables.*

It shall be unlawful for any person, except law enforcement personnel and authorized employees of the city, to collect or remove or cause to be collected or removed or otherwise meddle or tamper with any item which has been deposited or placed by any person for refuse/recyclable collection at the appropriate location for collection adjoining his premises.

Section 102-12. *Fees.*

The Common Council expressly notes that it may, from time to time, impose new fees, adjust the amount of existing fees, or eliminate any fee related to residential collection of refuse or residential collection of recycling. Any imposition, adjustment, or elimination of any fee related to residential collection of refuse or residential collection of recycling shall require appropriate notice and compliance with all applicable laws.

Sections 102-13 - 102-40. *Reserved*

## ARTICLE II. COLLECTION

### Section 102-41. *Supervision.*

- (a) The collection of collectable refuse and collectable recyclables of residential origin shall be made by the city under the supervision and direction of the department of public works or by a commercial hauler under contract with the city. Regulations for the orderly and efficient collection of such materials shall be established by the department of public works.
- (b) For the avoidance of doubt, the department of public works may collect items that are not of residential origin from buildings and properties owned or operated by the City of Sheboygan or pursuant to intergovernmental partnership agreement.

### Section 102-42. *Additional regulations.*

The department of public works shall make such regulations as it deems necessary to carry out the orderly administration and disposal of refuse and recyclables of all kinds, and for efficient administration of the city's recycling program, which rules and regulations shall not be inconsistent with this chapter, and any violation thereof shall be deemed a violation of this chapter.

### Section 102-43. *Outdoor precollection storage container specifications.*

Collectable refuse, collectable recyclables, and any noncollectible recyclables, noncollectible refuse or prohibited materials that a person stores outside shall be stored in metal or resinous rodentproof and flyproof containers with tight-fitting covers and shall be so placed as to not cause a rodent harborage. All containers used for the storage or accumulation of refuse or recyclables shall be kept in a clean condition so as not to be offensive in smell or unsightly in appearance. No container used for the storage or accumulation of refuse or recyclables may be kept, placed, maintained, or stored directly in front of a residential property or on a front porch or in the public right of way, except when placed out for collection in accordance with Section 102-45.

### Section 102-44. *Curbside or alley collection container specifications.*

- (a) The department of public works will provide one container for collectable refuse and one container for collectable recyclables to the owner of each residential unit producing refuse and recycling that is residential in origin.

- (b) The department of public works will only accept collectable refuse and collectable recyclables that are contained within a department of public works-issued container with the lid fully closed. If the lid is not closed, the container is not suitable for collection, and will be collected in accordance with subsection 102-2(a). Collectable recyclables shall not be separately bagged within the department of public works-issued container.
- (c) In the event that the zoning or usage of a residential unit changes so that refuse and recyclables are no longer residential in origin, the residential unit shall, within fourteen (14) days, contact the department of public works to arrange for the containers for collectable refuse and collectable recycling to be picked up.
- (d) In the event that a container for collectable refuse or collectable recyclables is damaged, lost, stolen, or destroyed, the residential unit shall, within seven (7) days, contact the department of public works to arrange for a replacement cart. The department of public works may impose a container replacement charge of up to \$62.00 to recover its costs. The amount charged by the department of public works shall not exceed the reasonable costs incurred by the department of public works.
- (e) The containers for collectable refuse and collectable recyclables in subsection (a) stay with the residential unit. In the event that a resident moves, the containers should stay at the residential unit. In the event that the resident moves and does not leave all containers at the residential unit, the department of public works shall impose a container replacement charge of \$62.00 to cover the costs of replacing the container.

Section 102-45. *Collection container location and collection time.*

- (a) Collectable refuse in a department of public works-issued container shall be made available to the city collection crews by 7:30 a.m. on the scheduled collection date, but shall not be made available before 5:00 p.m. on the day preceding the scheduled collection date. The department of public works-issued container shall be removed from the location designated for pickup in subsection (b) prior to 6:00 p.m. on the scheduled collection date.
- (b) If a property is designated by the department of public works for alley refuse and recycling collection, collectable refuse shall be made available to the city collection crews in a department of public works-issued container by being placed in an unobstructed location at and parallel to the alley with the container's numbered

side facing the alley. If a property is not designated by the department of public works for alley refuse and recycling collection, collectable refuse shall be made available to the city collection crews in a department of public works-issued container by being placed in an unobstructed location at and parallel to the curb of the street with the container's numbered side facing the street. Where no curbs are present, collectable refuse shall be made available to the city collection crews in a department of public works-issued container by being placed in an unobstructed location at and parallel to the street at the edge of the roadway with the cart's numbered side facing the street. No collection will be made from within any garage, shed, residence, building, or vehicle.

- (c) Each department of public works-issued container that is made available to the city collection crews shall be at least four feet from any other department of public works-issued container and at least four feet from any other object, such as a tree, mailbox, or parked vehicle.
- (d) No department of public works-issued container will be collected from atop or behind a snow bank. When snow is present, the resident shall clear a four foot square area around each department of public works-issued container. If snow has not been sufficiently cleared around each department of public works-issued container, the container is not suitable for collection, and will be collected in accordance with Section 102-2(a).
- (e) Requests for an alternative to the provision of Section 102-45(a) - (d) may be made by application to the superintendent of streets and sanitation who will consider all relevant facts and circumstances and determine what, if any, accommodation is appropriate. An appeal from the decision of the superintendent of streets and sanitation shall be heard by the public works committee.

Section 102-46. *Limitation in collection.*

- (a) The city shall collect collectable refuse that is residential in origin, as defined in Section 102-1.
- (b) No person shall deposit at the curb or alley for collection any commercial refuse, noncollectible recyclables, noncollectible refuse, or prohibited materials.

Section 102-47. *Resident dropoff site.*

- (a) The city shall provide at least one resident dropoff site to which residents may haul and dispose of certain noncommercial noncollectible refuse or noncollectible recyclables.
- (b) The facility shall be regulated by schedules and regulations, including regulations regarding items accepted by the resident dropoff site, as provided for and deemed necessary by the department of public works under the direction of the public works committee.
- (c) The facility shall be restricted to use by persons living in buildings of four or fewer living units in the City of Sheboygan. The department of public works may verify residence to restrict the use of this facility to only those residents of the city.

Section 102-48. *Schedules for collection.*

The collection of collectable refuse shall be once weekly from every residential building of four or fewer living units under schedules to be determined by the department of public works.

Section 102-49. *City collection of collectable recyclables.*

Collectable recyclables in a department of public works-issued container shall be collected from residential buildings of four or fewer living units under schedules to be determined by the department of public works. The container shall be placed in accordance with the provisions of Section 102-45. Collectable recyclables shall not be separately bagged within the department of public works-issued container. If collectable recyclables are separately bagged within the container, the container is not suitable for collection, and will be collected in accordance with Section 102-2(a).

Section 102-50. *Storage facilities for commercial refuse and recyclables.*

Commercial refuse and recyclables shall be stored in approved storage containers or facilities. These storage facilities shall be so constructed as not to cause an odor nuisance, rat harborage nuisance, or a condition leading to the wind scattering materials, and shall be located as to permit use by the occupants of the dwelling units and commercial establishments without their being extendedly exposed to extreme weather conditions. Failure to provide such storage facilities shall constitute a public nuisance.

Section 102-51. *Incineration of refuse.*

- (a) All refuse incinerators in or on the premises of multi-family dwellings defined in Section 102-1 and commercial establishments shall be of the type with DNR- and EPA-approved devices to effectively control air pollution. All exhaust stacks shall be of sufficient height so as not to cause a pollution nuisance to surrounding dwellings or commercial establishments.
- (b) All incinerators installed for dwellings with less than four residential living units and on premises other than commercial establishments shall have approved air pollution control devices and exhaust stacks of sufficient heights so as not to cause a pollution nuisance to surrounding dwellings or commercial establishments.

Section 102-52. *Commercial and industrial refuse*

Commercial refuse, as defined in Section 102-1, shall be disposed of by the owner of the premises or by private haulers. Noncollectible commercial refuse, recyclable and prohibited materials shall be disposed of by the business, industry, or agency generating such refuse at its expense in compliance with all local, state, and federal laws and regulations.

Sections 102-53 - 102-80. *Reserved*

ARTICLE III. RECYCLING

Section 102-81. *Purpose.*

The purpose of this Article is to promote recycling, composting, and resource recovery through the administration of an effective recycling program, as provided in Wis. Stat. § 287.11 and Wis. Admin. Code NR 544. This Article is adopted as authorized by Wis. Stat. § 287.09(3)(b).

Section 102-82. *Interpretation.*

For the avoidance of doubt, this Article shall be held to be the minimum requirements, and shall not be deemed a limitation or repeal of any other power granted by the Wisconsin Statutes. Where any terms or requirements of this Article may be inconsistent or conflicting, the more restrictive requirements or interpretation shall apply. Where a provision of this ordinance is required by Wisconsin Statutes, or by a standard in Wis. Admin. Code Chapter NR 544, and where the provision of this Article is unclear, the provision shall be interpreted in light of the Wisconsin Statutes and Administrative Code in effect on the date of the adoption of this Article, or in effect on the date of the most recent text amendment to this Article.

Section 102-83. *Severability.*

Should any portion of this Article be declared unconstitutional or invalid by a court of competent jurisdiction, the remainder of this Article shall not be affected.

Section 102-84. *Applicability.*

The requirements of this Article apply to all persons within the City of Sheboygan, Wisconsin.

Section 102-85. *Administration.*

The provisions of this Article shall be administered by the director of public works or the director's designee.

Section 102-86. *Definitions.*

The following words, terms, and phrases, when used in this Article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Other resins or multiple resins* mean plastic resins, labeled by the SPI code #7.

*Postconsumer waste* means solid waste other than solid waste generated in the production of goods, hazardous waste, as defined in Wis. Stat. § 291.01(7), and waste from construction and demolition of structures, scrap automobiles, or high-volume industrial waste, as defined in Wis. Stat. § 289.01(17).

*PS* means polystyrene, labeled by the SPI code #6.

*Recyclable materials* includes lead acid batteries; major appliances; waste oil; yard waste; aluminum containers; corrugated paper or other container board; foam polystyrene packaging; glass containers; magazines; newspaper; office paper; rigid plastic containers, including those made of PETE, HDPE, PVC, LDPE, PP, PS, and other resins or multiple resins; steel containers, waste tires; and bi-metal containers.

*Solid waste facility* has the meaning specified in Wis. Stat. § 289.01(35).

*Solid waste treatment* means any method, technique, or process which is designed to change the physical, chemical, or biological character or composition of solid waste. *Solid waste treatment* does not include the

treatment of post-use plastics or nonrecycled feedstock at a pyrolysis or gasification facility.

Section 102-87. *Separation of Recyclable Materials.*

Occupants of single family and two to four unit residences, multi-family dwellings, and non-residential facilities and properties shall separate the following materials from postconsumer waste:

- (1) Lead acid batteries
- (2) Major appliances
- (3) Waste oil
- (4) Yard waste
- (5) Aluminum containers
- (6) Bi-metal containers
- (7) Corrugated paper or other container board
- (8) Foam polystyrene packaging
- (9) Glass containers
- (10) Magazines
- (11) Newspaper
- (12) Office paper
- (13) Rigid plastic containers made of PETE, HDPE, PVC, LDPE, PP, PS, and other resins or multiple resins
- (14) Steel containers
- (15) Waste tires

Section 102-88. *Exemption from separation requirements.*

The separation requirements of Section 102-87 do not apply to the following:

- (1) Occupants of single family and two to four unit residences, multi-family dwellings, and non-residential facilities and

properties that send their postconsumer waste to a processing facility licensed by the Wisconsin Department of Natural Resources that recovers the materials specified in Section 102-87 in as pure a form as is technically feasible.

- (2) Solid waste which is burned as a supplement fuel at a facility, if less than 30% of the heat input to the facility is derived from the solid waste burned as supplement fuel.
- (3) A recyclable material specified in Section 102-87(5) - (15) for which a variance has been granted by the Department of Natural Resources under Wis. Stat. § 287.11(2m) or Wis. Admin. Code NR 544.14 and is in effect at the time of collection.

Section 102-89. *Care of separated recyclable materials.*

To the greatest extent practicable, the recyclable materials separated in accordance with Section 102-87 shall be clean and kept free of contaminants such as food or product residue, oil or grease, or other non-recyclable materials, including - but not limited to - household hazardous waste, medical waste, and agricultural chemical containers. Recyclable materials shall be stored in a manner which protects them from wind, rain, and other inclement weather conditions.

Section 102-90. *Management of lead acid batteries, major appliances, waste oil, and yard waste.*

Occupants of single family and two to four unit residences, multi-family dwellings, and non-residential facilities and properties shall manage lead acid batteries, major appliances, waste oil, and yard waste as follows:

- (a) Lead acid batteries shall be recycled. This may be done by delivering them to vehicle battery retailers, commercial installers, auto salvage yards, or scrap dealers, some of whom may charge a fee for accepting them.
- (b) Major appliances shall be recycled. This may be done by delivering them to or arranging for pick-up by private appliance dealers or scrap dealers, some of whom may charge a fee for accepting them.
- (c) Waste oil shall be recycled. It shall be taken to a state approved used oil collection center. Occupants of single family and two to four unit residences may deposit waste oil in collection containers at the resident dropoff site.

- (d) Yard waste shall be recycled. Occupants of single family and two to four unit residences may deposit grass and small branches at the resident dropoff site.

Section 102-91. *Preparation and collection of recyclable materials.*

Except as otherwise directed by this Chapter, occupants of single family and two to four unit residences shall do the following for the preparation and collection of the separated materials specified in Section 102-87.

- (a) Aluminum containers shall be shall be prepared and placed in a department of public-works issued recycling container and placed at the location specified in Section 102-44 at the time specified in Section 102-45.
- (b) Bi-metal containers shall be shall be prepared and placed in a department of public-works issued recycling container and placed at the location specified in Section 102-44 at the time specified in Section 102-45.
- (c) Corrugated paper or other container board shall be shall be flattened, reduced and placed in a department of public-works issued recycling container and placed at the location specified in Section 102-44 at the time specified in Section 102-45.
- (d) Foam polystyrene packaging is currently covered by a statewide variance by the Department of Natural Resources and, therefore, shall be prepared and placed in a department of public-works issued refuse container and placed at the location specified in Section 102-44 at the time specified in Section 102-45.
- (e) Glass containers shall be prepared and placed in a department of public-works issued recycling container and placed at the location specified in Section 102-44 at the time specified in Section 102-45.
- (f) Magazines shall be prepared and placed in a department of public-works issued recycling container and placed at the location specified in Section 102-44 at the time specified in Section 102-45.
- (g) Newspaper shall be prepared and placed in a department of public-works issued recycling container and placed at the location specified in Section 102-44 at the time specified in Section 102-45.

- (h) Office paper shall be prepared and placed in a department of public-works issued recycling container and placed at the location specified in Section 102-44 at the time specified in Section 102-45.
- (i) Rigid plastic containers shall be prepared and collected as follows:
  - (1) Plastic containers made of PET and with SPI code #1 with screw tops only, shall be clean and empty and placed in a department of public-works issued recycling container and placed at the location specified in Section 102-44 at the time specified in Section 102-45.
  - (2) Plastic containers made of HDPE natural and color bottles with SPI code #2, shall be clean and empty and placed in a department of public-works issued recycling container and placed at the location specified in Section 102-44 at the time specified in Section 102-45.
  - (3) Plastic containers made of PP with SPI code #5 and their lids, shall be shall be clean and empty and placed in a department of public-works issued recycling container and placed at the location specified in Section 102-44 at the time specified in Section 102-45.
  - (4) Other plastic containers are currently covered by a statewide variance by the Department of Natural Resources and, therefore, shall be prepared and placed in a department of public-works issued refuse container and placed at the location specified in Section 102-44 at the time specified in Section 102-45.
- (j) Steel containers shall be clean and empty and placed in a department of public-works issued recycling container and placed at the location specified in Section 102-44 at the time specified in Section 102-45.
- (k) Waste tires shall be delivered to a commercial hauler or other location that accepts waste tires.

*Section 102-92. Responsibilities of owners or designated agents of multi-family dwellings.*

- (a) Owners or designated agents of multi-family dwellings shall do all of the following to recycle the materials specified in Section 102-87(5) - (15):

- (1) Provide adequate, separate containers for the recyclable materials.
  - (2) Notify tenants in writing at the time of renting or leasing the dwelling and at least semi-annually thereafter about the established recycling program.
  - (3) Provide for the collection of the materials separated from the solid waste by the tenants and the delivery of the materials to a recycling facility.
  - (4) Notify tenants of reasons to reduce and recycle solid waste, which materials are collected, how to prepare the materials in order to meet the processing requirements, collection methods of sites, locations and hours of operation, and a contact person or company, including a name, address, and telephone number.
- (b) The requirements in Section 102-92(a) do not apply to the owner or designated agent of a multi-family dwelling if the material specified in Section 102-87(5) - (15) is exempt from separation requirements pursuant to Section 102-88.

Section 102-93. *Responsibilities of owners or designated agents of non-residential facilities and properties.*

- (a) Owners or designated agents of non-residential facilities and properties shall do all of the following to recycle the materials specified in Section 102-87(5) - (15):
- (1) Provide adequate, separate containers for the recyclable materials.
  - (2) Notify in writing, at least semi-annually, all users, tenants, and occupants of the properties about the established recycling program.
  - (3) Provide for the collection of the materials separated from the solid waste by the users, tenants, and occupants, and the delivery of the materials to a recycling facility.
  - (4) Notify users, tenants, and occupants of reasons to reduce and recycle, which materials are collected, how to prepare materials in order to meet the processing requirements, collection methods, or sites, locations and hours of

operation, and a contact person or company, including a name, address, and telephone number.

- (b) The requirements in Section 102-93(a) do not apply to the owner or designated agent of non-residential facilities and properties if the material specified in Section 102-87(5) - (15) is exempt from separation requirements pursuant to Section 102-88.

Section 102-94. *Prohibitions on disposal of recyclable materials separated from recycling.*

No person may dispose of in a solid waste disposal facility or burn in a solid waste treatment facility any of the materials specified in Section 102-87(5) - (15) which have been separated for recycling, except waste tires may be burned with energy recovery in a solid waste treatment facility.

Section 102-95. *Enforcement.*

- (a) For the purpose of ascertaining compliance with the provisions of this Article, any authorized officer, employee, or representative of the City of Sheboygan may inspect recyclable materials separated for recycling, postconsumer waste intended for disposal, recycling collection sites and facilities, collection vehicles, collection areas of multi-family dwellings and non-residential facilities and properties, and any records relating to recycling activities, which shall be kept confidential to the extent permitted by law to protect proprietary information. In the event that a person refuses access to any authorized officer, employee, or representative of the City of Sheboygan who requests access for the purpose of inspection, and who presents appropriate credentials, the authorized officer, employee, or representative may make an inference of noncompliance.
- (b) Any person who violates a provision of this ordinance may be issued a citation by an authorized official of the City of Sheboygan. The issuance of a citation shall not preclude proceeding under any other ordinance or law relating to the same or any other matter. Proceeding under any other ordinance or law relating to the same or any other matter shall not preclude the issuance of a citation under this paragraph.
- (c) Penalties for violating this Article are set forth in Section 102-2."

Section 2. Section 1-14 of the Sheboygan Municipal Code entitled "Issuance of citations by city inspectors for violations of certain ordinances" is amended in subsection (a)(2) to read as follows:

"Sec. 1-14. Issuance of citations by city inspectors for violations of certain ordinances.

(a) . . .

(2) Building inspectors issuing citations for violations of chapters 26, 46, 50, 66, 102, 110, 122, 138, and section 134-109 of the Sheboygan Municipal Code, and violations of the Sheboygan Zoning Ordinance;

. . . "

Section 3. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication and as of May 1, 2020.

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

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

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

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

VI

6.1

Gen. Ord. No. 19 - 19 - 20. By Alderpersons Wolf and Sorenson.  
September 16, 2019.

AN ORDINANCE repealing and recreating Chapter 102 of the Sheboygan Municipal Code relating to solid waste and recycling and amending Section 1-14(a)(2) regarding issuance of citations.

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

Section 1. Chapter 102 of the Sheboygan Municipal Code entitled "Solid Waste" is hereby repealed and recreated to read as follows:

"Chapter 102 - SOLID WASTE

ARTICLE I. IN GENERAL

Sec. 102-1. *Definitions.*

The following words, terms, and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Bi-metal container* means a container for carbonated or malt beverages that is made primarily of a combination of steel and aluminum.

*Collectible recyclables* means aluminum containers, bi-metal containers, corrugated paper or other container board, glass containers, magazines, newspapers, office paper, plastic containers made of PETE, HDPE, PVC, LDPE, or PP, and steel containers. *Collectible recyclables* only includes materials that are residential in origin.

*Collectable refuse* means drained and wrapped garbage, manufactured wood wastes, organic byproducts, and materials not considered recyclable by state law, which are residential in origin, but excluding prohibited materials or noncollectible refuse.

*Commercial hauler* means any individual, partnership, or corporation, other than the city, engaged in the business of collection, disposal, preprocessing, or marketing of refuse or recyclables.

*Commercial recyclables* means lead acid batteries, major appliances, waste oil, yard waste, aluminum containers, bi-metal containers, corrugated paper or other container board, foam polystyrene packaging, glass containers, magazines, newspapers, office paper, plastic containers, steel containers, waste tires, and any other materials prohibited by state law to be placed into a landfill. *Commercial recyclables* only includes materials that are not residential in origin.

Public Works  
adopt amended  
G.O.

*Commercial refuse* means all waste produced or accumulated by any business, industry, church, governmental office, public or private educational institution, hospital, charitable organization, or that is not residential in origin, which is not prohibited under state law from being disposed of in a solid waste disposal facility or solid waste treatment facility.

*Container board* means corrugated paperboard used in the manufacture of shipping containers and related products.

*Dump or abandon* means to deposit or dispose of collectable or noncollectable refuse or recyclables, prohibited materials, or commercial refuse or recyclables, in any place or in any manner, other than as provided by this chapter.

*Foam polystyrene packaging* means packaging made primarily from foam polystyrene that satisfies one of the following criteria:

- (1) Is designed for serving food or beverages.
- (2) Consists of loose particles intended to fill space and cushion the packaged article in a shipping container.
- (3) Consists of rigid materials shaped to hold and cushion the packaged article in a shipping container.

*Glass container* means a glass bottle, jar, or other packaging container used to contain a product that is the subject of a retail sale and does not include ceramic cups, dishes, oven ware, plate glass, safety and window glass, heat resistant glass such as pyrex, lead based glass such as crystal, or TV tubes.

*HDPE* means high density polyethylene, labeled by the SPI code #2.

*Infectious waste* means solid waste that contains pathogens with sufficient virulence and sufficient quantity that exposure of a susceptible human or animal to the solid waste could cause the human or animal to contract an infectious disease. The following are specifically deemed to constitute infectious waste:

- (1) *Microbiological laboratory waste* means cultures derived from clinical specimens or laboratory equipment which has come in contact with these cultures.
- (2) *Blood and body fluids* means whole blood or blood components, blood specimens, body fluids, and peritoneal dialysate.

- (3) *Sharps* means medical or laboratory articles that may cause punctures or cuts. Examples include, but are not limited to, hypodermic needles, syringes, Pasteur pipettes, and scalpel blades.
- (4) *Medical wastes* means wastes that contain infectious waste or that are from a treatment area – which means a room or area in a hospital or clinic the primary use of which is to provide emergency care, diagnosis, or radiological treatment; an obstetrics delivery room in a hospital, other than a patient's room; or a room or area in a hospital, clinic, or nursing home, in which infectious waste is generated – and that are mixed with infectious waste.
- (5) *Human tissue* means tissue removed from human beings. This does not include hair or nails, but does include teeth.

*LDPE* means low density polyethylene, labeled by the SPI code #4.

*Magazines* means magazines and other materials printed on similar paper.

*Major appliance* means a residential or commercial air conditioner, clothes dryer, clothes washer, dishwasher, freezer, microwave oven, oven, refrigerator, furnace, boiler, dehumidifier, water heater, or stove.

*Multi-family dwelling* means a property containing five or more residential units, including those which are occupied seasonably.

*Newspaper* means a newspaper and other materials printed on newsprint.

*Noncollectible recyclables* means lead acid batteries, major appliances, waste oil, yard waste, plastic containers that are made of something other than PETE, HDPE, PVC, LDPE, or PP, foam polystyrene packaging, waste tires, and any other material prohibited by state law to be placed into a landfill that is not covered by a variance and that is not a *collectable recyclable*.

*Noncollectible refuse* means items that are residential in origin, nonrecyclable, and that do not meet the definition of collectible refuse.

*Non-residential facilities and properties* means commercial, retail, industrial, institutional, and governmental facilities and properties. This term does not include multi-family dwellings.

*Office paper* means high grade printing and writing papers from offices in non-residential facilities and properties. Printed white ledger and

computer printouts are examples of office paper generally accepted as high grade. This term does not include industrial process waste.

*Outdoor precollection storage container* means a metal or resinous container which is flyproof and rodentproof with a tightfitting cover. *Outdoor precollection storage container* includes, but is not limited to, containers provided by the department of public works.

*Person* includes any individual, corporation, partnership, association, local government unit, as defined in Wis. Stat. § 66.0131(1)(a), state agency or authority, or federal agency.

*PETE* or *PET* means polyethylene terephthalate, labeled by the SPI code #1.

*Plastic container* means an individual, separate, rigid plastic bottle, can, jar or carton, except for a blister pack, that is originally used to contain a product that is the subject of a retail sale.

*PP* means polypropylene, labeled by the SPI code #5.

*Prohibited materials* means explosives; toxic metals and chemicals; asbestos products and wastes; solvents, thinners, and oil- or lead-based paint; fuel oils; gasoline tanks or cans and all liquid storage containers five gallons or larger; automobile, truck, and tractor tires; animal carcasses; infectious wastes and other hazardous wastes; and construction, demolition, and remodeling debris.

*PVC* means polyvinyl chloride, labeled by the SPI code #3.

*Recycling* means the marketing or other reuse of materials that have previously been considered wastes.

*Resident dropoff site* means a municipal facility for the collection of certain noncollectible refuse or noncollectible recyclables.

*Residential in origin* means produced or accumulated in buildings of four or fewer residential units.

*Residential unit* means a structure or portion of a structure capable of independent habitation by a family unit.

*Solid waste* has the meaning specified in Wis. Stat. § 289.01(33).

*Waste tire* means a tire that is no longer suitable for its original purpose because of wear, damage, or defect.

*Yard waste* means leaves, grass clippings, yard and garden debris and brush, including clean woody vegetative material no greater than 6 inches in diameter. This term does not include stumps, roots, or shrubs with intact root balls.

Sec. 102-2. *Penalties.*

- (a) A violation of any of the sections in this chapter which results in any refuse or recyclables being placed at the curb or alley line not suitable for collection shall, after reasonable effort to give 48 hours' notice to the abutting property owner or resident, be deemed just cause to be collected by the department of public works. The department of public works shall keep accurate account of the expenses of collection and disposal, and the whole of these expenses, plus 50 percent, shall be assessed to the property owner and, if not paid within the period fixed by the department of public works, shall become a lien on the property and shall automatically be included in the next tax collection and collected as other taxes are collected.
- (b) A violation of any of the sections of this chapter, other than those for which a penalty is specifically provided in this section, shall subject the violator to a forfeiture of not less than \$50.00 or more than \$250.00 for the first offense within a 12-month period, a forfeiture of not less than \$100.00 or more than \$500.00 for the second offense within a 12-month period, a forfeiture of not less than \$250.00 or more than \$2,000.00 for the third and subsequent offense within a 12-month period, together with the cost of prosecution, and, in default of payment thereof, to imprisonment in the county jail until such forfeiture and costs are paid, but not to exceed ten days. In addition, any costs incurred by the city for cleanup and disposal as a result of the violation shall be added as recoverable costs.
- (c) A violation of Section 102-41, Sections 102-43 through 102-46 or Section 102-87 shall result in a forfeiture of not less than \$50.00 or more than \$250.00 plus the costs of prosecution, plus the expenses of collection and disposal as provided in subsection (a) of this section for the first offense; a forfeiture of not less than \$100.00 or more than \$500.00 plus the costs of prosecution, plus any costs incurred by the city for cleanup and disposal as a result of the violation, plus the elimination of all city collection services for a period not to exceed six months for the second and each subsequent violation. In default of payment of the forfeiture imposed by this subsection, the property owner or resident may be imprisoned in the county jail until such forfeiture and costs are paid, but not to exceed 10 days.

- (d) A violation of Sections 102-8 or 102-9 shall subject the violator to a forfeiture of not less than \$50.00 or more than \$250.00 for the first offense and for any subsequent violation not less than \$100.00 or more than \$500.00, together with the costs of prosecution, and, in default of payment thereof, to imprisonment in the county jail until such forfeiture and costs are paid, but not to exceed 10 days.

Section 102-3. *Burning or burying refuse prohibited.*

It shall be unlawful for any person to burn out of doors or bury refuse or animal waste within the city or to leave such in the open for a period in excess of 24 hours, except as specified in Section 102-4.

Section 102-4. *Composting.*

It shall be lawful to utilize grass, leaves, and garden waste for composting purposes in a manner which does not create a nuisance or is not offensive in smell or unsightly in appearance.

Section 102-5. *Littering prohibited generally.*

It shall be unlawful for any person to throw, drop, cast, or deposit upon any street, alley, sidewalk, yard, or premises, public or private, any cans, paper, trash, paper containers, rubbish, bottles, filth of any kind, or any other form of litter or waste matter.

Section 102-6. *Control of litter on business premises.*

- (a) *Generally.* The owner or occupant of any store or other place of business situated within the city shall exercise reasonable diligence at all times to keep his premises clean of wastepaper, wrapping paper, paper napkins, cartons, package containers, and other used or waste materials thrown or left on the premises by his customers, and to take reasonable measures to recycle or dispose of these materials in accordance with this chapter and applicable state laws and regulations.
- (b) *Receptacles.* Appropriate receptacles of sufficient size and number shall be placed on the premises accessible to the customers of such business where the articles of waste referred to in subsection (a) of this section may be recycled or disposed of in accordance with this chapter and applicable state laws and regulations.

Section 102-7. *Control of litter by customer.*

It shall be unlawful for any customer going upon the premises of another to in any manner dispose of wastepaper, wrapping paper, paper napkins, cartons, package containers, or other waste materials, except in receptacles provided for such purposes.

Section 102-8. *Compliance by commercial haulers.*

Commercial haulers shall comply with all local and state laws, ordinances, and regulations relating to the proper collection and disposal of commercial refuse and commercial recyclables.

Section 102-9. *Recordkeeping by commercial hauler.*

Commercial haulers shall keep accurate records of commercial refuse and commercial recyclables collected, accumulated, or processed within the city by year for at least the most recent three years, and shall report these volumes to the department of public works at least annually by April 1 and upon request. Copies of these records shall be maintained by commercial haulers for at least three years, in a form consistent with reporting requirements of the state department of natural resources.

Section 102-10. *Illegal dumping or abandonment.*

It shall be illegal to dump or abandon any collectable or noncollectible residential, commercial, or industrial refuse, recyclables, or prohibited materials at any household, business, industry, government facility, church, school, or public or private lands.

Section 102-11. *Antiscavenging or unlawful removal of refuse/recyclables.*

It shall be unlawful for any person, except law enforcement personnel and authorized employees of the city, to collect or remove or cause to be collected or removed or otherwise meddle or tamper with any item which has been deposited or placed by any person for refuse/recyclable collection at the appropriate location for collection adjoining his premises.

Section 102-12. *Fees.*

The Common Council expressly notes that it may, from time to time, impose new fees, adjust the amount of existing fees, or eliminate any fee related to residential collection of refuse or residential collection of recycling. Any imposition, adjustment, or elimination of any fee related to residential collection of refuse or residential collection of recycling shall require appropriate notice and compliance with all applicable laws.

Sections 102-13 - 102-40. *Reserved*

## ARTICLE II. COLLECTION

### Section 102-41. *Supervision.*

- (a) The collection of collectable refuse and collectable recyclables of residential origin shall be made by the city under the supervision and direction of the department of public works or by a commercial hauler under contract with the city. Regulations for the orderly and efficient collection of such materials shall be established by the department of public works.
- (b) For the avoidance of doubt, the department of public works may collect items that are not of residential origin from buildings and properties owned or operated by the City of Sheboygan or pursuant to intergovernmental partnership agreement.

### Section 102-42. *Additional regulations.*

The department of public works shall make such regulations as it deems necessary to carry out the orderly administration and disposal of refuse and recyclables of all kinds, and for efficient administration of the city's recycling program, which rules and regulations shall not be inconsistent with this chapter, and any violation thereof shall be deemed a violation of this chapter.

### Section 102-43. *Outdoor precollection storage container specifications.*

Collectable refuse, collectable recyclables, and any noncollectible recyclables, noncollectible refuse or prohibited materials that a person stores outside shall be stored in metal or resinous rodentproof and flyproof containers with tight-fitting covers and shall be so placed as to not cause a rodent harborage. All containers used for the storage or accumulation of refuse or recyclables shall be kept in a clean condition so as not to be offensive in smell or unsightly in appearance. No container used for the storage or accumulation of refuse or recyclables may be kept, placed, maintained, or stored directly in front of a residential property or on a front porch or in the public right of way, except when placed out for collection in accordance with Section 102-45.

### Section 102-44. *Curbside or alley collection container specifications.*

- (a) The department of public works will provide one container for collectable refuse and one container for collectable recyclables to the owner of each residential unit producing refuse and recycling that is residential in origin.

- (b) The department of public works will only accept collectable refuse and collectable recyclables that are contained within a department of public works-issued container with the lid fully closed. If the lid is not closed, the container is not suitable for collection, and will be collected in accordance with subsection 102-2(a). Collectable recyclables shall not be separately bagged within the department of public works-issued container.
- (c) In the event that the zoning or usage of a residential unit changes so that refuse and recyclables are no longer residential in origin, the residential unit shall, within fourteen (14) days, contact the department of public works to arrange for the containers for collectable refuse and collectable recycling to be picked up.
- (d) In the event that a container for collectable refuse or collectable recyclables is damaged, lost, stolen, or destroyed, the residential unit shall, within seven (7) days, contact the department of public works to arrange for a replacement cart. The department of public works may impose a container replacement charge of up to \$62.00 to recover its costs. The amount charged by the department of public works shall not exceed the reasonable costs incurred by the department of public works.
- (e) The containers for collectable refuse and collectable recyclables in subsection (a) stay with the residential unit. In the event that a resident moves, the containers should stay at the residential unit. In the event that the resident moves and does not leave all containers at the residential unit, the department of public works shall impose a container replacement charge of \$62.00 to cover the costs of replacing the container.

Section 102-45. *Collection container location and collection time.*

- (a) Collectable refuse in a department of public works-issued container shall be made available to the city collection crews by 7:30 a.m. on the scheduled collection date, but shall not be made available before 5:00 p.m. on the day preceding the scheduled collection date.
- (b) If a property is designated by the department of public works for alley refuse and recycling collection, collectable refuse shall be made available to the city collection crews in a department of public works-issued container by being placed in an unobstructed location at and parallel to the alley with the container's numbered side facing the alley. If a property is not designated by the department of public works for alley refuse and recycling collection, collectable refuse shall be made available to the city

collection crews in a department of public works-issued container by being placed in an unobstructed location at and parallel to the curb of the street with the container's numbered side facing the street. Where no curbs are present, collectable refuse shall be made available to the city collection crews in a department of public works-issued container by being placed in an unobstructed location at and parallel to the street at the edge of the roadway with the cart's numbered side facing the street. No collection will be made from within any garage, shed, residence, building, or vehicle.

- (c) Each department of public works-issued container that is made available to the city collection crews shall be at least four feet from any other department of public works-issued container and at least four feet from any other object, such as a tree, mailbox, or parked vehicle.
- (d) No department of public works-issued container will be collected from atop or behind a snow bank. When snow is present, the resident shall clear a four foot square area around each department of public works-issued container. If snow has not been sufficiently cleared around each department of public works-issued container, the container is not suitable for collection, and will be collected in accordance with Section 102-2(a).
- (e) Requests for an alternative to the provision of Section 102-45(a) - (d) may be made by application to the superintendent of streets and sanitation who will consider all relevant facts and circumstances and determine what, if any, accommodation is appropriate. An appeal from the decision of the superintendent of streets and sanitation shall be heard by the public works committee.

Section 102-46. *Limitation in collection.*

- (a) The city shall collect collectable refuse that is residential in origin, as defined in Section 102-1.
- (b) No person shall deposit at the curb or alley for collection any commercial refuse, noncollectible recyclables, noncollectible refuse, or prohibited materials.

Section 102-47. *Resident dropoff site.*

- (a) The city shall provide at least one resident dropoff site to which residents may haul and dispose of certain noncommercial noncollectible refuse or noncollectible recyclables.
- (b) The facility shall be regulated by schedules and regulations, including regulations regarding items accepted by the resident dropoff site, as provided for and deemed necessary by the department of public works under the direction of the public works committee.
- (c) The facility shall be restricted to use by persons living in buildings of four or fewer living units in the City of Sheboygan. The department of public works may verify residence to restrict the use of this facility to only those residents of the city.

Section 102-48. *Schedules for collection.*

The collection of collectable refuse shall be once weekly from every residential building of four or fewer living units under schedules to be determined by the department of public works.

Section 102-49. *City collection of collectable recyclables.*

Collectable recyclables in a department of public works-issued container shall be collected from residential buildings of four or fewer living units under schedules to be determined by the department of public works. The container shall be placed in accordance with the provisions of Section 102-45. Collectable recyclables shall not be separately bagged within the department of public works-issued container. If collectable recyclables are separately bagged within the container, the container is not suitable for collection, and will be collected in accordance with Section 102-2(a).

Section 102-50. *Storage facilities for commercial refuse and recyclables.*

Commercial refuse and recyclables shall be stored in approved storage containers or facilities. These storage facilities shall be so constructed as not to cause an odor nuisance, rat harborage nuisance, or a condition leading to the wind scattering materials, and shall be located as to permit use by the occupants of the dwelling units and commercial establishments without their being extendedly exposed to extreme weather conditions. Failure to provide such storage facilities shall constitute a public nuisance.

Section 102-51. *Incineration of refuse.*

- (a) All refuse incinerators in or on the premises of multi-family dwellings defined in Section 102-1 and commercial establishments shall be of the type with DNR- and EPA-approved devices to effectively control air pollution. All exhaust stacks shall be of sufficient height so as not to cause a pollution nuisance to surrounding dwellings or commercial establishments.
- (b) All incinerators installed for dwellings with less than four residential living units and on premises other than commercial establishments shall have approved air pollution control devices and exhaust stacks of sufficient heights so as not to cause a pollution nuisance to surrounding dwellings or commercial establishments.

Section 102-52. *Commercial and industrial refuse*

Commercial refuse, as defined in Section 102-1, shall be disposed of by the owner of the premises or by private haulers. Noncollectible commercial refuse, recyclable and prohibited materials shall be disposed of by the business, industry, or agency generating such refuse at its expense in compliance with all local, state, and federal laws and regulations.

Sections 102-53 - 102-80. *Reserved*

ARTICLE III. RECYCLING

Section 102-81. *Purpose.*

The purpose of this Article is to promote recycling, composting, and resource recovery through the administration of an effective recycling program, as provided in Wis. Stat. § 287.11 and Wis. Admin. Code NR 544. This Article is adopted as authorized by Wis. Stat. § 287.09(3)(b).

Section 102-82. *Interpretation.*

For the avoidance of doubt, this Article shall be held to be the minimum requirements, and shall not be deemed a limitation or repeal of any other power granted by the Wisconsin Statutes. Where any terms or requirements of this Article may be inconsistent or conflicting, the more restrictive requirements or interpretation shall apply. Where a provision of this ordinance is required by Wisconsin Statutes, or by a standard in Wis. Admin. Code Chapter NR 544, and where the provision of this Article is unclear, the provision shall be interpreted in light of the Wisconsin Statutes and Administrative Code in effect on the date of the adoption of this Article, or in effect on the date of the most recent text amendment to this Article.

Section 102-83. *Severability.*

Should any portion of this Article be declared unconstitutional or invalid by a court of competent jurisdiction, the remainder of this Article shall not be affected.

Section 102-84. *Applicability.*

The requirements of this Article apply to all persons within the City of Sheboygan, Wisconsin.

Section 102-85. *Administration.*

The provisions of this Article shall be administered by the director of public works or the director's designee.

Section 102-86. *Definitions.*

The following words, terms, and phrases, when used in this Article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Other resins or multiple resins* mean plastic resins, labeled by the SPI code #7.

*Postconsumer waste* means solid waste other than solid waste generated in the production of goods, hazardous waste, as defined in Wis. Stat. § 291.01(7), and waste from construction and demolition of structures, scrap automobiles, or high-volume industrial waste, as defined in Wis. Stat. § 289.01(17).

*PS* means polystyrene, labeled by the SPI code #6.

*Recyclable materials* includes lead acid batteries; major appliances; waste oil; yard waste; aluminum containers; corrugated paper or other container board; foam polystyrene packaging; glass containers; magazines; newspaper; office paper; rigid plastic containers, including those made of PETE, HDPE, PVC, LDPE, PP, PS, and other resins or multiple resins; steel containers, waste tires; and bi-metal containers.

*Solid waste facility* has the meaning specified in Wis. Stat. § 289.01(35).

*Solid waste treatment* means any method, technique, or process which is designed to change the physical, chemical, or biological character or composition of solid waste. *Solid waste treatment* does not include the

treatment of post-use plastics or nonrecycled feedstock at a pyrolysis or gasification facility.

Section 102-87. *Separation of Recyclable Materials.*

Occupants of single family and two to four unit residences, multi-family dwellings, and non-residential facilities and properties shall separate the following materials from postconsumer waste:

- (1) Lead acid batteries
- (2) Major appliances
- (3) Waste oil
- (4) Yard waste
- (5) Aluminum containers
- (6) Bi-metal containers
- (7) Corrugated paper or other container board
- (8) Foam polystyrene packaging
- (9) Glass containers
- (10) Magazines
- (11) Newspaper
- (12) Office paper
- (13) Rigid plastic containers made of PETE, HDPE, PVC, LDPE, PP, PS, and other resins or multiple resins
- (14) Steel containers
- (15) Waste tires

Section 102-88. *Exemption from separation requirements.*

The separation requirements of Section 102-87 do not apply to the following:

- (1) Occupants of single family and two to four unit residences, multi-family dwellings, and non-residential facilities and

properties that send their postconsumer waste to a processing facility licensed by the Wisconsin Department of Natural Resources that recovers the materials specified in Section 102-87 in as pure a form as is technically feasible.

- (2) Solid waste which is burned as a supplement fuel at a facility, if less than 30% of the heat input to the facility is derived from the solid waste burned as supplement fuel.
- (3) A recyclable material specified in Section 102-87(5) - (15) for which a variance has been granted by the Department of Natural Resources under Wis. Stat. § 287.11(2m) or Wis. Admin. Code NR 544.14 and is in effect at the time of collection.

Section 102-89. *Care of separated recyclable materials.*

To the greatest extent practicable, the recyclable materials separated in accordance with Section 102-87 shall be clean and kept free of contaminants such as food or product residue, oil or grease, or other non-recyclable materials, including - but not limited to - household hazardous waste, medical waste, and agricultural chemical containers. Recyclable materials shall be stored in a manner which protects them from wind, rain, and other inclement weather conditions.

Section 102-90. *Management of lead acid batteries, major appliances, waste oil, and yard waste.*

Occupants of single family and two to four unit residences, multi-family dwellings, and non-residential facilities and properties shall manage lead acid batteries, major appliances, waste oil, and yard waste as follows:

- (a) Lead acid batteries shall be recycled. This may be done by delivering them to vehicle battery retailers, commercial installers, auto salvage yards, or scrap dealers, some of whom may charge a fee for accepting them.
- (b) Major appliances shall be recycled. This may be done by delivering them to or arranging for pick-up by private appliance dealers or scrap dealers, some of whom may charge a fee for accepting them.
- (c) Waste oil shall be recycled. It shall be taken to a state approved used oil collection center. Occupants of single family and two to four unit residences may deposit waste oil in collection containers at the resident dropoff site.

- (d) Yard waste shall be recycled. Occupants of single family and two to four unit residences may deposit grass and small branches at the resident dropoff site.

Section 102-91. *Preparation and collection of recyclable materials.*

Except as otherwise directed by this Chapter, occupants of single family and two to four unit residences shall do the following for the preparation and collection of the separated materials specified in Section 102-87.

- (a) Aluminum containers shall be prepared and placed in a department of public-works issued recycling container and placed at the location specified in Section 102-44 at the time specified in Section 102-45.
- (b) Bi-metal containers shall be prepared and placed in a department of public-works issued recycling container and placed at the location specified in Section 102-44 at the time specified in Section 102-45.
- (c) Corrugated paper or other container board shall be flattened, reduced and placed in a department of public-works issued recycling container and placed at the location specified in Section 102-44 at the time specified in Section 102-45.
- (d) Foam polystyrene packaging is currently covered by a statewide variance by the Department of Natural Resources and, therefore, shall be prepared and placed in a department of public-works issued refuse container and placed at the location specified in Section 102-44 at the time specified in Section 102-45.
- (e) Glass containers shall be prepared and placed in a department of public-works issued recycling container and placed at the location specified in Section 102-44 at the time specified in Section 102-45.
- (f) Magazines shall be prepared and placed in a department of public-works issued recycling container and placed at the location specified in Section 102-44 at the time specified in Section 102-45.
- (g) Newspaper shall be prepared and placed in a department of public-works issued recycling container and placed at the location specified in Section 102-44 at the time specified in Section 102-45.

- (h) Office paper shall be prepared and placed in a department of public-works issued recycling container and placed at the location specified in Section 102-44 at the time specified in Section 102-45.
- (i) Rigid plastic containers shall be prepared and collected as follows:
  - (1) Plastic containers made of PET and with SPI code #1 with screw tops only, shall be clean and empty and placed in a department of public-works issued recycling container and placed at the location specified in Section 102-44 at the time specified in Section 102-45.
  - (2) Plastic containers made of HDPE natural and color bottles with SPI code #2, shall be clean and empty and placed in a department of public-works issued recycling container and placed at the location specified in Section 102-44 at the time specified in Section 102-45.
  - (3) Plastic containers made of PP with SPI code #5 and their lids, shall be shall be clean and empty and placed in a department of public-works issued recycling container and placed at the location specified in Section 102-44 at the time specified in Section 102-45.
  - (4) Other plastic containers are currently covered by a statewide variance by the Department of Natural Resources and, therefore, shall be prepared and placed in a department of public-works issued refuse container and placed at the location specified in Section 102-44 at the time specified in Section 102-45.
- (j) Steel containers shall be clean and empty and placed in a department of public-works issued recycling container and placed at the location specified in Section 102-44 at the time specified in Section 102-45.
- (k) Waste tires shall be delivered to a commercial hauler or other location that accepts waste tires.

Section 102-92. *Responsibilities of owners or designated agents of multi-family dwellings.*

- (a) Owners or designated agents of multi-family dwellings shall do all of the following to recycle the materials specified in Section 102-87(5) - (15):

- (1) Provide adequate, separate containers for the recyclable materials.
  - (2) Notify tenants in writing at the time of renting or leasing the dwelling and at least semi-annually thereafter about the established recycling program.
  - (3) Provide for the collection of the materials separated from the solid waste by the tenants and the delivery of the materials to a recycling facility.
  - (4) Notify tenants of reasons to reduce and recycle solid waste, which materials are collected, how to prepare the materials in order to meet the processing requirements, collection methods of sites, locations and hours of operation, and a contact person or company, including a name, address, and telephone number.
- (b) The requirements in Section 102-92(a) do not apply to the owner or designated agent of a multi-family dwelling if the material specified in Section 102-87(5) - (15) is exempt from separation requirements pursuant to Section 102-88.

Section 102-93. *Responsibilities of owners or designated agents of non-residential facilities and properties.*

- (a) Owners or designated agents of non-residential facilities and properties shall do all of the following to recycle the materials specified in Section 102-87(5) - (15):
- (1) Provide adequate, separate containers for the recyclable materials.
  - (2) Notify in writing, at least semi-annually, all users, tenants, and occupants of the properties about the established recycling program.
  - (3) Provide for the collection of the materials separated from the solid waste by the users, tenants, and occupants, and the delivery of the materials to a recycling facility.
  - (4) Notify users, tenants, and occupants of reasons to reduce and recycle, which materials are collected, how to prepare materials in order to meet the processing requirements, collection methods, or sites, locations and hours of

operation, and a contact person or company, including a name, address, and telephone number.

- (b) The requirements in Section 102-93(a) do not apply to the owner or designated agent of non-residential facilities and properties if the material specified in Section 102-87(5) - (15) is exempt from separation requirements pursuant to Section 102-88.

Section 102-94. *Prohibitions on disposal of recyclable materials separated from recycling.*

No person may dispose of in a solid waste disposal facility or burn in a solid waste treatment facility any of the materials specified in Section 102-87(5) - (15) which have been separated for recycling, except waste tires may be burned with energy recovery in a solid waste treatment facility.

Section 102-95. *Enforcement.*

- (a) For the purpose of ascertaining compliance with the provisions of this Article, any authorized officer, employee, or representative of the City of Sheboygan may inspect recyclable materials separated for recycling, postconsumer waste intended for disposal, recycling collection sites and facilities, collection vehicles, collection areas of multi-family dwellings and non-residential facilities and properties, and any records relating to recycling activities, which shall be kept confidential to the extent permitted by law to protect proprietary information. In the event that a person refuses access to any authorized officer, employee, or representative of the City of Sheboygan who requests access for the purpose of inspection, and who presents appropriate credentials, the authorized officer, employee, or representative may make an inference of noncompliance.
- (b) Any person who violates a provision of this ordinance may be issued a citation by an authorized official of the City of Sheboygan. The issuance of a citation shall not preclude proceeding under any other ordinance or law relating to the same or any other matter. Proceeding under any other ordinance or law relating to the same or any other matter shall not preclude the issuance of a citation under this paragraph.
- (c) Penalties for violating this Article are set forth in Section 102-2."

Section 2. Section 1-14 of the Sheboygan Municipal Code entitled "Issuance of citations by city inspectors for violations of certain ordinances" is amended in subsection (a)(2) to read as follows:

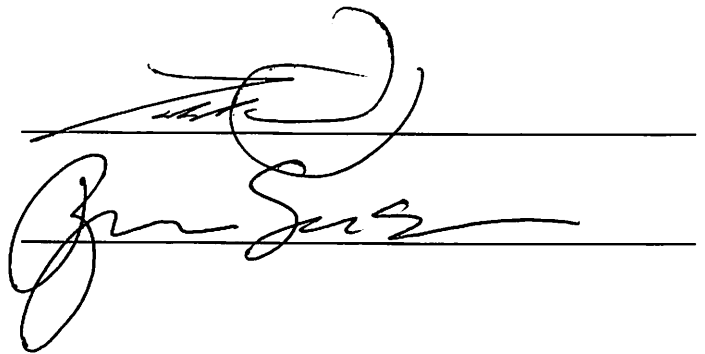
"Sec. 1-14. Issuance of citations by city inspectors for violations of certain ordinances.

(a) . . .

(2) Building inspectors issuing citations for violations of chapters 26, 46, 50, 66, 102, 110, 122, 138, and section 134-109 of the Sheboygan Municipal Code, and violations of the Sheboygan Zoning Ordinance;

. . . "

Section 3. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication and as of May 1, 2020.



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

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

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

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

X

Gen. Ord. No. 20 - 19 - 20. By Alderpersons Donohue and Wolf.  
October 7, 2019.

AN ORDINANCE amending Section 82-33 of the Sheboygan Municipal Code so as to modify the City Hall Departments' Table of Organization.

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

Section 1. Section 82-33 of the Sheboygan Municipal Code entitled, "List of Classes and Class Specifications," is hereby amended so that Section A.5.a. of section 82-33 of the supplement to the Code on file in the city clerk's office is amended as follows:

<u>Class Title</u>	<u>Class Grade</u>	<u>No. of Employees</u>
A. CITY HALL DEPARTMENTS		
5. Department of Finance		
a. Accounting Division		
<b>DELETE:</b>		
Senior Accountant	K	1.0
<b>ADD:</b>		
Deputy Finance Director	S	1.0

*Suspend*

*Pass*

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

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

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

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

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

# DEPUTY FINANCE DIRECTOR POSITION PURPOSE



## CITY OF SHEBOYGAN

**Our Mission** is to provide residents, the business community, and visitors with fiscally responsible municipal services in an effective and responsive manner to meet the needs of our diverse community.

**Our Vision** is to be a family-oriented and prosperous community with a wide variety of housing, business, cultural, and recreation opportunities in safe and attractive neighborhoods.

**Our Values** guide all actions and reflect what we require of our employees and expect from our elected officials. These core values set the high standard to which we expect to be measured.

**Our Culture** promotes an experience that is high-paced, unpretentious and meaningful while providing high-quality services for the citizens of the City of Sheboygan.



## GENERAL PURPOSE OF POSITIONS

City of Sheboygan employees uphold and promote the mission, vision, and core values of the City of Sheboygan, and work to fulfill the six main principles of the Strategic Plan through these essential competencies:

- Respect
- Accountability
- Teamwork
- Innovation
- Fiscal Responsibility
- Service

**Respect:** Treating people with dignity and an attitude of caring and understanding. Showing genuine consideration for others and valuing each individual as an individual.

**Accountability:** This value reflects our first and most important responsibility. Our competence is measured and, in fact, reinforced through active engagement of those we serve. We maintain an organizational reputation for openness, accountability, and integrity.

**Teamwork:** We are a team that emphasizes high levels of trust, full cooperation, and a commitment to thorough, effective communications within our city organization. We encourage employees to exercise independent judgment in meeting customer needs through professional behavior always consistent with our values.

**Innovation:** We acknowledge the weaknesses within government and create ethical, forward thinking solutions to overcome them. We identify, develop, and deploy leading edge technology, employee development programs, and process improvement tools.

**Fiscal Responsibility:** Proper use of public resources is a trust we continually guard. In management of this trust, we must avoid even the appearance of impropriety. In management of public funds, we constantly strive for the greatest possible efficiency, effectiveness, and quality outcome.

**Service:** Our primary duty is to the people we serve. We are accessible, consistent, responsive, and understanding. We provide assistance beyond our customers' expectations, and we find effective solutions to problems that they bring to our attention.

# DEPUTY FINANCE DIRECTOR

## POSITION PURPOSE



### FINANCE DEPARTMENT

The function of the Finance Department is to provide administration of the accounting system, purchasing, investment, cash management, cash receipting, accounts payable, debt management, and assessing. Maintains fixed asset inventory and property insurance replacement value, prepare and publish Annual Financial Report and Budget Report. The division also is responsible for the Debt Service Fund, TID Funds, Capital Funds and Special Assessment Fund.

#### Statement of Purpose

The function of the Finance Department is to provide administration of the accounting system, purchasing, investment, cash management, cash receipting, accounts payable, debt management, and assessing. Maintains fixed asset inventory and property insurance replacement value, prepare and publish Annual Financial Report and Budget Report.

#### Culture

The atmosphere throughout the city, as well as in the Finance Department, is one that promotes an experience that is high-paced, unpretentious and meaningful while providing high-quality services for the citizens of the City of Sheboygan.

#### Staff Expectations

The foremost item in every employee's job description is to handle problems and adversity with a positive attitude. That includes personal conflicts with others in the organization, design flaws in procedures, system breakdowns, and all the other many mess ups and frustrations that can happen in this agency. All staff needs to help smooth the rough spots instead of making them worse through negativity. Staff needs to figure out a way to be in control, composed, and genuinely friendly. Never treat customers as if they were one more problem or as if you are not pleased to have them here.

#### Equal Opportunity Employer

The City of Sheboygan, Wisconsin is an Equal Opportunity Employer in compliance with the Americans with Disabilities Act, and the City of Sheboygan will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.



# DEPUTY FINANCE DIRECTOR

## POSITION PURPOSE



### POSITION DESCRIPTION



<b>Title:</b>	Deputy Finance Director
<b>Direct Supervisor:</b>	Finance Director
<b>Department:</b>	Finance
<b>Version Date:</b>	October 1, 2019
<b>Salary Grade:</b>	S
<b>FLSA Status:</b>	Exempt

#### Position Summary

Under general direction of the Finance Director/Treasurer, supervises and participates in maintaining an effective central accounting system for the City, including pre-audit, audit and other financial controls. Supervises accounting employees, tax rolls, accounts payables and receivables, and general accounting needs and participates in the preparation of the department and city budget. Performs other related work. Requires independent judgment, discretion, and initiative and excellent professionalism in communication and documentation of processes within the department.

#### Essential Duties & Responsibilities

1. Supervises and participates in maintaining the city's accounting and financial records, accounts payables and receivables, tax roll, fixed assets, and other accounting/finance records, etc.
2. Authorized to perform all the duties of the Finance Director/Treasurer when that official is not available.
3. Plans, assigns, trains, and effectively supervises personnel within the Finance department.
4. Develops new and revised office and accounting procedures to improve the efficiency and effectiveness of the department, subject to approval of the Finance Director/Treasurer.
5. Assists in preparation and review of departmental budgets and oversees budget controls.
6. Researches and implements changes as the result of State or Federal regulations pertaining to municipal finance, i.e., Federal Revenue Sharing, Levy Limits, Department of Revenue reports, indebtedness, taxation, etc.
7. Prepares difficult financial and other reports for the city system and outside agencies as required.
8. Prepares information requested by the Finance and Personnel Committee and others, as requested.
9. Supervises the opening and closing procedures of the financial system, and is the internal auditor of journal entries, financial statements, treasury cash flow and cash management, and accounts payable. May review, audit or assign auditing responsibilities for payroll records, etc.
10. Responsible for grant administration including file maintenance, pre audit inspection and final audit. Administers wastewater accounting including cost allocation and development of sewer user charges.
11. Assists in the collection of subrogation payments from third party workers compensation and liability costs.
12. Coordinates the tax collection function including balancing special assessments, preparing the tax roll, preparing the tax bills and balancing the tax roll to settle with the county.
13. Coordinates or assists in the annual audit of the city's financial statements.
14. Coordinates or assists in the coordination of the preparation of the city's annual budgets.
15. Coordinates with data processing the computer applications as they apply to the accounting and financial requirements of the city.

# DEPUTY FINANCE DIRECTOR

## POSITION PURPOSE



16. Maintains and controls the chart of accounts for the general ledger including all appropriations and revenues in all funds and cost centers.

### **Supervisory Responsibilities**

Plans, assigns, trains, and effectively supervises personnel within the Finance Department.

### **Qualification Requirements**

1. Considerable knowledge of modern municipal accounting principles and practice and financial management
2. Considerable knowledge of interdepartmental activities, ordinances, and Common Council proceedings
3. Considerable knowledge of budget preparation, control, and auditing
4. Working knowledge of data processing systems
5. Considerable ability to plan, organize, and supervise the work of staff employees in an efficient and economical manner.
6. Ability to establish and maintain effective working and public relationships.
7. Considerable ability to organize and conduct technical research work.

### **Education & Experience**

1. Graduation from an accredited college with a major in accounting, finance, business or related degree.
2. Five years of progressively responsible experience in accounting and supervisory experience.

### **Pre-Employment**

Job offers for this position are contingent on the individual passing a pre-employment drug screen and background check.

### **Language Skills**

Ability to communicate effectively in written and verbal form is required. Prepare and maintain accurate and complete reports and records.

### **Mathematical Skills**

Position requires considerable knowledge of accounting, internal auditing and mathematics.

### **Reasoning Ability**

Ability to act, make decisions, and justify action based on rational thought, good judgment, and logical thought.

### **Physical Demands**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions. Work performed is primarily in a standard office environment that includes exposure to computer screens. Primary functions include sufficient physical ability and mobility to work in an office setting, sit and answer phones, and use of computer equipment on a continuous basis.

# DEPUTY FINANCE DIRECTOR

## POSITION PURPOSE



On a frequent basis, must have the ability to stand, walk, sit, talk, and reach with hands and arms and occasionally lift, bend, stoop and retrieve files and boxes weighing up to 25-30 pounds. Position requires the operation of office equipment and required repetitive hand movement and fine coordination including use of a computer keyboard.

Work with employees and/or the public that may be angry or upset. Maintains regular punctual and predictable attendance, works overtime and extra hours as required.

### **Work Environment**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions.

### **Other Information**

This job description includes the major duties and responsibilities of the job and is not to be construed as all-inclusive. The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or is a logical assignment to the position.

This job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

My signature below is both an acknowledgement of my understanding of the purpose of my position, as well as my commitment to uphold and promote the mission, vision, and core values of the City of Sheboygan, and work to fulfill the six main principles of the Strategic Plan.

Employee Name: \_\_\_\_\_ Date: \_\_\_\_\_

Employee Signature: \_\_\_\_\_

# DEPUTY FINANCE DIRECTOR POSITION PURPOSE



## YEARLY PERFORMANCE EVALUATION



**Employee Name:**

**Performance Period:**

1. Employee to review the following by reading (aloud):
  - a. City's Mission, Vision, and Values
  - b. Six essential competencies needed to fulfill the purpose of the position
  - c. Your department's Mission, Vision, and Values
2. Do you understand the purpose of your position?
3. Does your performance meet the expectations identified in the six main principles of the city's strategic plan and these essential competencies:
  - a. Respect
  - b. Accountability
  - c. Teamwork
  - d. Innovation
  - e. Fiscal Responsibility
  - f. Service
4. If yes, what actions are you going to continue? If no, what modifications are you going to make in order to meet the expectations of your position?



**V**

Gen. Ord. No.     - 19 - 20    . By Alderpersons Donohue and Bohren.  
October 7, 2019.

AN ORDINANCE repealing and recreating Section 74-82 of the Sheboygan Municipal Code regarding the imposition of impact fees to reflect changes in how the Federal government reports the Consumer Price Index.

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

Section 1. Section 74-82 of the Municipal Code, which relates to the imposition of park impact fees on new residential development, is hereby repealed and recreated so as to read as follows:

"Sec. 74-82. Imposition of impact fees.

- (a) By this article, the city imposes an impact fee on residential development. No building permit shall be issued for residential development without payment of the following impact fees.
- (b) During the 2019 calendar year, the impact fee imposed by the city shall be \$563.54.
- (c) The impact fees imposed under this section shall be automatically adjusted during the first quarter of each year, without further action by the common council, by the percentage equal to the rate of consumer inflation as measured by the percent of change in the Consumer Price Index over the twelve months ending with the most recent December for the geographical area that includes Sheboygan (which is currently the Midwest Consumer Price Index for Urban Wage Earners) as reported by the U.S. Department of Labor, Bureau of Labor Statistics, or such governmental entity that shall have responsibility for publishing the Consumer Price Index. This impact fee shall be rounded to the nearest dollar. The finance director/treasurer, or his/her designee, shall determine such adjustment and maintain a copy of the said Consumer Price Index upon which such adjustment was made in the finance department."

*Finance  
Personnel*

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

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

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

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

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

1. The first part of the document  
describes the general situation  
of the country in 1950.

2. The second part of the document  
describes the general situation  
of the country in 1951.

3. The third part of the document  
describes the general situation  
of the country in 1952.

4. The fourth part of the document  
describes the general situation  
of the country in 1953.

II

*Other Matters*

R. O. No. 87 - 19 - 20. By CITY CLERK. OCTOBER 7, 2019.

Submitting various license applications for the period ending December 31, 2019, June 30, 2020 and June 30, 2021.

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

BEVERAGE OPERATOR'S LICENSE (NEW) (June 30, 2021)

<u>No.</u>	<u>Name</u>	<u>Address</u>
9856	Babino, Kayla N.	323 W. Bolivar Ave Apt. 8, Milwaukee
1153	Brunner, Katlyn M.	721 Bluff Avenue
7035	Bub, Geoff W.	539 Clark Street, Cascade
2959	Combs, Elisha D.	930 Weeden Creek Road
2957	Daniels, Heather D.	4251 Honeysuckle Court #G101
2973	Daun, Daniel J.	3703 Highcliff Court
1007	Densow, Tasha J.	924 N. 10 <sup>th</sup> Street
2963	Devkota, Mathura P.	916 Mulberry Lane, Kohler
7323	Fale, William R.	1032 N. 16 <sup>th</sup> Street
2972	Free, Jericho T.	932 Shorcut Road, Plymouth
2975	Guzinski, Isabelle H.	45 Winnebago Place
3870	Hafenstein, Rebecca A.	2229 Terraceview Drive Apt. 1D
2960	Halverson, Avery J.	1511 N. 8 <sup>th</sup> Street
2952	Hoffmann, Kathleen A.	1406 School Avenue
2967	Kulisch, Amber P.	517 N. Milwaukee Street, Plymouth
2032	Martinez, Cesar J.	3431 N. 10 <sup>th</sup> Street Apt. 131
2974	Merten, Lu Ann	2368 Ryan Avenue, Plymouth
2964	Navarro, Carmen A.	2332 Carmen Avenue Apt. 4J
2958	Petrie, Tiffany L.	1719A N. 12 <sup>th</sup> Street
2976	Rupnick, William J.	1328 N. 4 <sup>th</sup> Street
2953	Schultz, Caleb R.	813 Huron Avenue
0222	Steffes, Jon J.	731 Highland Terrace Apt. 1
2971	Turgeon, Tanya M.	711 Ashland Avenue
2965	Zitzer, Christine P.	1734 N. 9 <sup>th</sup> Street
2969	Zunter, Victoria E.	1218 S. 19 <sup>th</sup> Street

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
2726	John Michael Kohler Arts Center	608 New York Avenue - to include the include the Library Sculpture Garden and the Carl Peterson Garden.

"CLASS B" LIQUOR LICENSE (NEW) (June 30, 2020)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3423	Applebee's Neighborhood Grill & Bar	526 S. Taylor Drive

MASSAGE ESTABLISHMENT (NEW) (December 31, 2019)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3424	Fuzion Skin Spa	2829 N. 15 <sup>th</sup> Street

TAXICAB DRIVERS LICENSE (NEW) (December 31, 2019)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1153	Brunner, Katlyn M.	721 Bluff Avenue