



# TWENTY-FIRST REGULAR COMMON COUNCIL MEETING AGENDA

**February 06, 2023 at 6:00 PM**

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

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**"Don't let what you can't do interfere with what you can do." John Wooden**

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

Notice of the 21st Regular Meeting of the 2022-2023 Common Council at 6:00 PM, MONDAY, February 06, 2023 in City Hall, 3rd Floor - Council Chambers, 828 Center Avenue, Sheboygan, WI. Persons with disabilities who need accommodations to attend the meeting should contact Meredith DeBruin at the City Clerk's Office, 828 Center Avenue, (920) 459-3361.

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

## **OPENING OF MEETING**

**1. Roll Call**

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

**2. Pledge of Allegiance**

**3. Approval of Minutes**

*Twentieth Regular Council Meeting held on January 16, 2023*

**4. Confirmation of Mayoral Appointment**

*Keith Jack to the Senior Service Commission*

**5. Public Forum**

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

**6. Mayor's Announcements**

*Upcoming Community Events, Proclamations, Employee Recognitions*

## **CONSENT**

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

**8.** R. O. No. 97-22-23 by Board of Water Commissioners submitting the report on the Water Utility for the fourth quarter of 2022.

**9.** R. C. No. 161-22-23 by Finance and Personnel Committee to whom was referred R. O. No. 96-22-23 by Director of Planning and Development submitting the City of Sheboygan Analysis of Impediments to Fair Housing; recommends filing the report.

- [10.](#) R. C. No. 162-22-23 by Finance and Personnel Committee to whom was referred Res. No. 127-22-23 by Alderpersons Mitchell and Filicky-Peneski approving and adopting the Amendment to the City of Sheboygan 457(b) Deferred Compensation Plan for the CARES Act; recommends adopting the Resolution.
- [11.](#) R. C. No. 163-22-23 by Finance and Personnel Committee to whom was referred Res. No. 128-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing the appropriate City officials to execute an Adoption Agreement for the extension and offering of additional investment options with Nationwide; recommends adopting the Resolution.
- [12.](#) R. C. No. 166-22-23 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 94-22-23 by Chief of Police Christopher Domagalski pursuant to section 54-65 of the Municipal Code, submitting the quarterly report of Benchmark Measurements for the Police Department, for the period commencing October 1, 2022 and ending December 31, 2022; recommends filing the report.
- [13.](#) R. C. No. 167-22-23 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 93-22-23 by Fire Chief pursuant to section 50-564 of the Municipal Code, submitting the quarterly report of Benchmark Measurements for the Fire Department, for the period commencing October 1, 2022 and ending December 31, 2022; recommends filing the report.
- [14.](#) R. C. No. 168-22-23 by Public Works Committee to whom was referred Res. No. 123-22-23 by Alderpersons Dekker and Rust authorizing the Purchasing Agent to issue a purchase order for the purchase of a towable brush chipper for the Department of Public Works - Motor Vehicle Division; recommends adopting the Resolution.

## REPORT OF OFFICERS

- [15.](#) R. O. No. 100-22-23 by City Plan Commission to whom was referred Gen. Ord. No. 17-22-23 by Alderperson Filicky-Peneski amending the City's Future Land Use Map of the Sheboygan Comprehensive Plan to change the Use District Classification for property located off of N. 15th Street and Martin Avenue – Parcel #59281718350, Parcel #59281712950 and Parcel #59281712930 from Class Neighborhood Preservation to Multi-Family Residential; recommends adopting the Ordinance. LAYS OVER
- [16.](#) R. O. No. 99-22-23 by City Plan Commission to whom was referred Gen. Ord. No. 18-22-23 by Alderperson Filicky-Peneski and R. O. No. 95-22-23 by City Clerk submitting an application from the City of Sheboygan to amend the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification for property located off of N. 15th Street and Martin Avenue – Parcel #59281718350, Parcel #59281712950 and Parcel #59281712930 from Class Urban Commercial (UC) to Urban Residential (UR-12) Classification; recommends filing the R. O. and adopting the Ordinance. LAYS OVER
- [17.](#) R. O. No. 98-22-23 by City Clerk submitting a claim from Rural Mutual Insurance Company for alleged damages to thier insured vehicle when a light pole fell on the vehicle. REFER TO FINANCE AND PERSONNEL COMMITTEE
- [18.](#) R. O. No. 102-22-23 by City Clerk submitting a claim from Alexandria Engle for alleged damages to vehicle when it slid on an icy road. REFER TO FINANCE AND PERSONNEL COMMITTEE
- [19.](#) R. O. No. 101-22-23 by City Clerk submitting a claim from Pessefall Law, LLC for alleged unlawful tax against Midstate Amusement Games, LLC. REFER TO FINANCE AND PERSONNEL COMMITTEE

## RESOLUTIONS

- 20.** Res. No. 131-22-23 by Alderpersons Felde and Ackley authorizing the City Attorney to engage the services of special outside legal counsel to represent the Licensing, Hearings, and Public Safety Committee and Common Council with regard to a quasi-judicial hearing regarding the suspension/revocation of Alcohol Beverage License No. 3527 (Young Trustt Entertainment LLC – West Coast Café and Lounge), and authorizing payment for said services. SUSPEND THE RULES AND ADOPT THE RESOLUTION
- 21.** Res. No. 132-22-23 by Alderpersons Dekker and Rust authorizing the appropriate City officials to enter into a contract with JT Engineering, Inc. for design services related to the Taylor Drive and Wilgus Avenue intersection. REFER TO PUBLIC WORKS COMMITTEE

#### **REPORT OF COMMITTEES**

- 22.** R. C. No. 164-22-23 by Finance and Personnel Committee to whom was referred DIRECT REFERRAL Res. No. 129-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing the Finance Director/Treasurer to issue Kaitlyn Krueger merit payment for her extraordinary service to the City; recommends adopting the Resolution.
- 23.** R. C. No. 165-22-23 by Finance and Personnel Committee to whom was referred DIRECT REFERRAL Gen. Ord. No. 19-22-23 by Alderpersons Mitchell and Filicky-Peneski amending Section 82-33 of the Sheboygan Municipal Code so as to modify the City Table of Organization; recommends adopting the Ordinance.

#### **GENERAL ORDINANCES**

- 24.** Gen. Ord. No. 20-22-23 by Alderpersons Mitchell and Felde re-establishing the salaries of Election officials. REFER TO FINANCE AND PERSONNEL COMMITTEE

#### **OTHER MATTERS AUTHORIZED BY LAW**

- 25.** R. O. No. 103-22-23 by City Clerk submitting various license applications. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

#### **CLOSED SESSION**

- 26.** MOTION TO CONVENE IN CLOSED SESSION pursuant to Wis. Stat. s. 19.85(1)(e) for deliberating the investing of public funds, or conducting other specified business, to wit: a recreational development at the City's Butzen Property, whenever competitive or bargaining reasons require a closed session.

#### **OPEN SESSION**

- 27.** Motion to reconvene in open session
- 28.** Res. No. 130-22-23 by Alderpersons Felde and Filicky-Peneski declaring the City's desire and commitment to developing an indoor/outdoor sports complex at the City's Butzen Property as set forth below.

#### **ADJOURN MEETING**

- 29.** Motion to Adjourn

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

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



## CITY OF SHEBOYGAN

## TWENTIETH REGULAR COMMON COUNCIL MEETING MINUTES

Monday, January 16, 2023

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## OPENING OF MEETING

**1. Roll Call**

Alders Present: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Rust, and Salazar (remote) – 9.

Alderperson Excused: Ramey – 1.

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

MOTION TO APPROVE THE MINUTES FROM THE NINETEENTH REGULAR COUNCIL MEETING HELD ON JANUARY 4, 2023 AND THE THIRD SPECIAL COUNCIL MEETING HELD ON JANUARY 9, 2023

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Rust, Salazar – 9.

**4. Resignation**

Dana Elmzen from the Mayor's International Committee

MOTION TO ACCEPT AND FILE

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Rust, Salazar – 9.

**5. Mayoral Appointment**

Keith Jack to the Senior Service Commission – Lays over.

**6. Confirmation of Mayoral Appointments**

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

MOTION TO CONFIRM

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Rust, Salazar – 9.

**7. Confirmation of Mayoral Appointments**

David Gladis to the Sustainability Task Force

MOTION TO CONFIRM

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Rust, Salazar – 9.

**8. Public Forum**

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

**9. Mayor's Announcements**

Upcoming Community Events, Proclamations, Employee Recognitions

**CONSENT****10. Motion to Receive and File all R.O.'s, Receive all R.C.'s and Adopt all Resolutions and Ordinances**

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Rust, Salazar – 9.

11. R. C. No. 157-22-23 by Licensing, Hearings, and Public Safety Committee to whom was referred Res. No. 119-22-23 by Alderpersons Felde and Ackley authorizing the appropriate City officials to accept and expend funds received from the Wisconsin Department of Justice as part of the Byrne Memorial Justice Assistance Grant (JAG) Program; recommends adopting the Resolution.

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

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Rust, Salazar – 9.

12. R. C. No. 160-22-23 by Finance and Personnel Committee to whom was referred Res. No. 118-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing the appropriate City officials to execute a Memorandum of Understanding with the Sheboygan Professional Police Officers' Supervisory Association; recommends adopting the Resolution.

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

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Rust, Salazar – 9.

**REPORT OF OFFICERS**

13. R. O. No. 93-22-23 by Fire Chief pursuant to section 50-564 of the Municipal Code, submitting the quarterly report of Benchmark Measurements for the Fire Department, for the period commencing October 1, 2022 and ending December 31, 2022. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE
14. R. O. No. 94-22-23 by Police Chief Christopher Domagalski pursuant to section 54-65 of the Municipal Code, submitting the quarterly report of Benchmark Measurements for the Police Department, for the period commencing October 1, 2022 and ending December 31, 2022. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE
15. R. O. No. 96-22-23 by Director of Planning and Development submitting the City of Sheboygan Analysis of Impediments to Fair Housing. REFER TO FINANCE AND PERSONNEL COMMITTEE
16. R. O. No. 95-22-23 by City Clerk submitting an application from City of Sheboygan for a change in zoning classification for property off of N. 15<sup>th</sup> Street and Martin Avenue (former Jakum Hall Parcel No.

## RESOLUTIONS

17. Res. No. 121-22-23 by Alderpersons Felde and Filicky-Peneski authorizing submission of a 2023 Vibrant Spaces Grant application for the revitalization and energizing of the Uptown Parklet in partnership with neighboring businesses.

### MOTION TO SUSPEND THE RULES AND ADOPT THE RESOLUTION

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Rust, Salazar – 9.

18. Res. No. 124-22-23 by Alderpersons Felde and Filicky-Peneski authorizing the appropriate City officials to enter into a Memorandum of Understanding with TDS Metrocom, LLC, for the installation of a fiber optic cable network throughout the City.

### MOTION TO SUSPEND THE RULES AND ADOPT THE RESOLUTION

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Rust, Salazar – 9.

19. Res. No. 125-22-23 by Alderpersons Felde and Filicky-Peneski authorizing the appropriate City officials to enter into a contract with Stryker Sales, LLC for five chest compression systems and related services and authorizing an adjustment to the 2023 budget.

### MOTION TO SUSPEND THE RULES AND ADOPT THE RESOLUTION

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Rust, Salazar – 9.

20. Res. No. 122-22-23 by Alderpersons Felde and Filicky-Peneski authorizing the emergency repair and reconstruction of storm sewer and road for the intersection of N. 14<sup>th</sup> Street and Erie Avenue, resulting from a broken storm sewer pipe that caused major erosion and authorizing an adjustment to the 2023 budget to fund the repair.

### MOTION TO SUSPEND THE RULES AND ADOPT THE RESOLUTION

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Rust, Salazar – 9.

21. Res. No. 126-22-23 by Alderpersons Felde and Filicky-Peneski authorizing the Finance Director/Treasurer to compensate Sara Kleinhans interim pay for her service to the City as payroll administrator from October 29, 2022 to December 24, 2022.

### MOTION TO SUSPEND THE RULES AND ADOPT THE RESOLUTION.

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Rust, Salazar – 9.

22. Res. No. 123-22-23 by Alderpersons Dekker and Rust authorizing the Purchasing Agent to issue a purchase order for the purchase of a towable brush chipper for the Department of Public Works - Motor Vehicle Division. REFER TO PUBLIC WORKS COMMITTEE

## REPORT OF COMMITTEES

23. R. C. No. 158-22-23 by Public Works Committee to whom was referred Res. No. 117-22-23 by Alderpersons Dekker and Rust authorizing the appropriate City officials to enter into a contract with Dorner, Inc. for the construction of the Broadway Reconstruction project; recommends amending the Resolution to draw funds from two separate accounts.

MOTION TO RECIEVE THE R. C. AND ADOPT THE SUBSTITUTE RESOLUTION.

Motion made by Dekker, Seconded by Rust.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Rust, Salazar – 9.

24. R. C. No. 159-22-23 by Finance and Personnel Committee to whom was referred DIRECT REFERRAL Gen. Ord. No. 16-22-23 by Alderpersons Mitchell and Filicky-Peneski amending Section 82-33 of the Sheboygan Municipal Code so as to modify the City Table of Organization; recommends adopting the Ordinance.

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

Motion made by Mitchell, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Rust, Salazar – 9.

## GENERAL ORDINANCES

25. Gen. Ord. No. 17-22-23 by Alderperson Filicky-Peneski amending the City's Future Land Use Map of the Sheboygan Comprehensive Plan to change the Use District Classification for property located off of N. 15<sup>th</sup> Street and Martin Avenue – Parcel #59281718350, Parcel #59281712950 and Parcel #59281712930 from Class Neighborhood Preservation to Multi-Family Residential. REFER TO CITY PLAN COMMISSION
26. Gen. Ord. No. 18-22-23 by Alderperson Filicky-Peneski amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification for property located off of N. 15<sup>th</sup> Street and Martin Avenue – Parcel #59281718350, Parcel #59281712950 and Parcel #59281712930 from Class Urban Commercial (UC) to Urban Residential (UR-12) Classification. REFER TO CITY PLAN COMMISSION

## OTHER MATTERS AUTHORIZED BY LAW

27. Res. No. 127-22-23 by Alderpersons Mitchell and Filicky-Peneski approving and adopting the Amendment to the City of Sheboygan 457 (b) Deferred Compensation Plan for the CARES Act. REFER TO FINANCE AND PERSONNEL COMMITTEE
28. Res. No. 128-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing the appropriate City officials to execute an Adoption Agreement for the extension and offering of additional investment options with Nationwide. REFER TO FINANCE AND PERSONNEL COMMITTEE

## ADJOURN MEETING

29. Motion to Adjourn

MOTION TO ADJOURN AT 6:20 PM

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Rust, Salazar – 9.



January 12<sup>th</sup> 2023

TO THE HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointments for your confirmation:

- Keith Jack to be considered for appointment to the Senior Service Commission

Ryan Sorenson  
Mayor  
City of Sheboygan

Office of the Mayor

CITY HALL  
828 CENTER AVE.  
SHEBOYGAN, WI 53081

920-459-3317  
[www.sheboyganwi.gov](http://www.sheboyganwi.gov)

II

R. O. No. 97 - 22 - 23. By BOARD OF WATER COMMISSIONERS. February 6, 2023.

We, hereby, submit the Board of Water Commissioners' Report on the Water Utility for the fourth quarter of 2022.

The water pumpage decreased 3.33% from the same period in 2021. 1,040,483,000 gallons were pumped in the fourth quarter 2022, compared to 1,076,367,000 in 2021.

The 2022 audited balance sheet and income statement will be submitted separately in April 2023 upon completion of the final audit.

Construction-Maintenance:

Construction-maintenance work by the Water Utility during the fourth quarter of 2022:

Number of feet of 4 inch water main installed .....	0.0
Number of feet of 6 inch hydrant lead installed .....	6.0
Number of feet of 6 inch water main installed .....	0.0
Number of feet of 8 inch water main installed .....	0.0
Number of feet of 10 inch water main installed .....	0.0
Number of feet of 12 inch water main installed .....	0.0
Number of feet of 16 inch water main installed .....	0.0
Number of feet of 20 inch water main installed .....	0.0
Number of feet of 24 inch water main installed .....	0.0
Number of feet of water main abandoned or removed.....	6.0
Number of water main breaks repaired .....	9
Number of fire hydrants installed, replaced, relocated, removed, flushed, or major repairs made....	2
Number of water main valves installed, repaired, removed, or replaced .....	8
Number of water service connections installed .....	5

Details are shown on the attached spreadsheets.

Other Utility Business:

Work continued on the Raw Water Improvements project, with completion of all shoreline and excavation sheeting. Intake pipeline was also installed and sealed through the shoreline sheeting wall, and will be ready for extension in spring of 2023 when weather permits. More filling of the adjacent ravine in Vollrath Park also took place and will be completed later in 2023. Due to supply chain issues, the general contractor has experienced some delays in VFD and larger pipe fitting delivery.

## BOARD OF WATER COMMISSIONERS



Gerald R. Van De Kreeke, President



Thomas E. Howe, Secretary



Richard Dale, Member

Attachments - Distribution System Quarterly Report  
High Lift Delivery Operations Quarterly Report



HIGH LIFT DELIVERY		QUARTERLY REPORT		2022
I. FIRST QUARTER		Jan - Feb - Mar		
		GALLONS	COST \$	\$/MG
	2021	1,055,591,000	\$181,125.65	\$171.59
	2022	1,079,805,000	\$233,346.76	\$216.10
	Percent Difference	2.29%	28.83%	25.94%
II. SECOND QUARTER		Apr - May - Jun		
		GALLONS	COST \$	\$/MG
	2021	1,115,306,000	\$168,613.25	\$151.18
	2022	1,114,560,000	\$220,553.73	\$197.88
	Percent Difference	-0.07%	30.80%	30.89%
III. THIRD QUARTER		Jul - Aug - Sep		
		GALLONS	COST \$	\$/MG
	2021	1,275,383,000	\$191,262.23	\$149.96
	2022	1,253,674,000	\$258,395.90	\$206.11
	Percent Difference	-1.70%	35.10%	37.44%
IV. FOURTH QUARTER		Oct - Nov - Dec		
		GALLONS	COST \$	\$/MG
	2021	1,076,367,000	\$179,773.03	\$167.02
	2022	1,040,483,000	\$229,995.97	\$221.05
	Percent Difference	-3.33%	27.94%	32.35%
YEAR TO DATE : 2022				
		GALLONS	COST \$	\$/MG
ELECTRICITY CHEMICALS NATURAL GAS	2021	4,522,647,000	\$720,774.16	\$159.37
	2022	4,488,522,000	\$942,292.36	\$209.93
	Percent Difference	-0.75%	30.73%	31.73%
YEAR TO DATE : 2022				
SLUDGE DISPOSAL to WWTP		GALLONS	COST \$	
	2021	4,225,349	\$45,410.11	
	2022	4,203,119	\$35,328.38	
STORM WATER CHARGES	2022	NA	\$0.00	
HIGH LIFT SYSTEM DELIVERY :				
	Maximum Pumpage Day	17,388,000	July 19, 2022	
	Minimum Pumpage Day	7,102,000	December 25, 2022	

	MG	\$	\$/MG
2021	4,522,647,000	\$720,774.16	\$159.37
2022	4,488,522,000	\$942,292.36	\$209.93

**NOTE:** Monthly sludge disposal costs do not reflect the current actual monthly sludge discharge total to date.  
 Filtrate discharges from Spring/Fall sludge disposal operations are included in treatment plant sludge disposal costs.  
 Spring/Fall basin sludge/residual solids volumes and disposal costs are contract work.  
 Sludge disposal costs are not included in \$/MG.



### Distribution System -- 4th Quarter - October, November, & December 2022

#### Street Valves and Hydrant Valves Installed (including water main projects and others)

Location	Date Installed	Size ("), Jt	Installed By	Type
Whitcomb Ave and S.8th St. (NE)	10/11/2022	6" MJ	SWU	G (vert)
Whitcomb Ave. at S. 8th St. (W)	10/26/2022	6" MJ	SWU	G (vert)

Total Valves Installed = 2

#### Street Valves and Hydrant Valves Removed

Location	Installed	Abandoned	Type
Whitcomb Ave. at S. 8th St. (E)	6/30/1934	10/11/2022	G
Whitcomb Ave. at S. 8th St. (W)	6/30/1930	10/26/2022	G

Total Valves Removed = 2

#### Street Valves and Hydrant Valves Abandoned

Location	Installed	Abandoned
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Total Valves Abandoned = 0

#### Street Valves and Hydrant Valves Maintained

Location	Maintained	Size	By
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Total Valves Maintained = 0

#### Hydrants Installed (including water main projects and others)

Location	Installed	Tr Size	Valve	By
S.8th St @ Wilson Ave (NW)	11/9/2022	6'	n	SWU

Total Hydrants Installed = 1

#### Hydrants Removed (including water main projects and others)

Location	Installed	Removed	Hyd Valve?
S. 8th St. at Wilson Ave. (NW)		11/9/2022	n

Total Hydrants Removed = 1

#### Hydrants Abandoned (including water main projects and others)

Location	Installed	Abandoned	Tr Size	Hyd Valve?
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Total Hydrants Abandoned = 0

#### Hydrants Maintained/Moved (including water main projects and others)

Location	Installed	Maintained
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Total Hydrants Maintained/Moved = 0

**Water Main Breaks**

Location	Date	Size
2117 Kansas Ave	10/3/2022	6"
Bluff Ave 60' East of N.9th St. on South side of Road	10/4/2022	6"
1548 N. 25th St.	10/18/2022	6"
1230 St. Clair Ave	11/11/2022	30"
2209 S. Business Dr.	11/27/2022	8"
3318 S 17th St.	12/17/2022	8"
3403 S 12th St.	12/19/2022	8"
2223 S. Business Dr.	12/28/2022	8"

Number of Water Main Breaks=3

**SUMMARY**

Number of feet of 4 inch water main installed	0.0	water main
Number of feet of 6 inch hydrant lead installed	6.0	
Number of feet of 6 inch water main installed	0.0	
Number of feet of 8 inch water main installed	0.0	
Number of feet of 12 inch water main installed	0.0	
Number of feet of 16 inch water main installed	0.0	
Number of feet of 20 inch water main installed	0.0	
Number of feet of 24 inch water main installed	0.0	
Number of feet of water main abandoned or removed	6	
Number of water main breaks repaired	9	
Number of hydrants installed	1	hydrants
Number of hydrants removed or abandoned	1	
Number of hydrants maintained or moved	0	
Number of street valves installed	2	valves
Number of hydrant valves installed	0	
Number of street valves removed or abandoned	2	
Number of hydrant valves removed or abandoned	0	
Number of valves maintained	4	
Number of water connections installed	5	



**WATER MAIN AND APPURTENANCES INSTALLATION --4th Quarter - October, November, & December 2022**

Water Main Projects (including installation or abandonment of more than 3' of pipe by utility or contractors)

Location: 6" Water Main	Installed	New Valves	New Hyd.	New Hyd Valves	Aband. Valves	Aband. Hyd.	Remove Hyd.	Size " Installed	Feet Installed	New Hyd Lead	Size Aband.	Feet. Aband.	Feet. Rem.	By
Whitcomb Ave and S.8th St. (East)	10/11/2022	1	0	0	0	0	0	6	3	0	6" CIP	0	3	SWU
Whitcomb Ave and S.8th St. (West)	10/26/2022	1	0	0	0	0	0	6	3	0	6" CIP	0	3	SWU
<b>Totals:</b>		<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>6</b>	<b>6</b>	<b>0</b>		<b>0</b>	<b>6</b>	

VI

R. C. No. 161 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE.  
February 6, 2023.

Your Committee to whom was referred R. O. No. 96-22-23 by Director of Planning and Development submitting the City of Sheboygan Analysis of Impediments to Fair Housing; recommends filing the report.

_____	_____
_____	_____
_____	_____
	Committee

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

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

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

R. O. No. 96 - 22 - 23. By DIRECTOR OF PLANNING & DEVELOPMENT.  
January 16, 2023.

Submitting the City of Sheboygan Analysis of Impediments to Fair Housing.

The attached report, the "City of Sheboygan: Analysis of Impediments to Fair Housing," is required by the U.S. Department of Housing and Urban Development (HUD) from all communities that receive Community Development Block Grant (CDBG) funds. The document serves as the basis for fair housing planning; provides essential information to policy makers, administrative staff, housing providers, lenders, and fair housing advocates; and assists in building public support for fair housing efforts.

To maximize the potential of this report, the Common Council (and the community as a whole) should see it as more than merely a requirement for receiving block grant funding. Rather, it should be used as a meaningful tool and roadmap to assist the community in taking steps to ensure equal access to housing opportunities for all persons in the City. The Common Council should especially take note of the report's recommendations, contained on pages 32-37, and consider what actions it should take to remedy the impediments to fair housing in the report and implement said recommendations.

FP  
\_\_\_\_\_  
Director of Planning & Development



# City of Sheboygan

## Analysis of Impediments to Fair Housing





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## **Executive Summary**

The “City of Sheboygan: Analysis of Impediments to Fair Housing 2022” should be used as a meaningful tool and roadmap for the community to take steps to ensure equal access to housing opportunities for all persons in the City of Sheboygan. This study contains an analysis of demographic and economic characteristics in relation to their impact on fair housing; a discussion of fair housing impediments; and a series of recommendations designed to dismantle the impediments identified.

### ***Sheboygan Background Data***

An analysis of the demographic and economic characteristics in Sheboygan assists in identifying trends that currently have or will have an impact on Sheboygan’s housing market and impediments to fair housing choice. Some of the major findings include:

- Household sizes over the last five years have increased.
- The number of individuals born outside of the United States below 100% of the poverty level went from 6.1% in 2015 to 25.7% in 2020.
- 16.8% of the Sheboygan population speaks a language other than English in the home. Of these individuals, 39.8% speak English less than very well.
- Unemployment rates are higher for African Americans and Latinos than that of whites and Asians. Subsequently, median incomes are lower for African Americans and Latinos than for whites and Asians.
- The proportion of Asians and Latinos without a high school diploma is significantly higher than that of whites and African Americans.
- A majority of Sheboygan’s housing is comprised of older housing units.
- Sheboygan’s housing supply does not contain many large units (4 bedrooms or more).

### ***Update on Impediments accomplished from the 2017-2022 Plan***

In the past five years, the City of Sheboygan has been aggressive in funding agencies that can assist with fair housing impediments as it relates to budget and financial counseling services, post purchase housing counseling, and leveraging community non-profits to provide additional resources to low income homeowners to rehabilitate properties.

The American Rescue Plan allowed HUD to add 70,000 emergency housing vouchers in 2021 nationwide. In 2022 Wisconsin received another 350 vouchers. While more vouchers are still needed to bridge the gap, progress has been made in the last five years.

Using Community Development Block Grant funds, the City has provided a free First Time Homebuyers class. This class taught potential and prospective homebuyers everything they need to know about

purchasing a home. The City also offered a Tenant Training class that taught participants how to become knowledgeable tenants.

The City has recently updated the Fair Housing Guide. This guide is available in Spanish and English at City Hall.

The City has added 358 units of affordable housing. Currently four additional affordable housing structures are in the works to be built in the near future.

The City has been working towards creating more diverse boards. Women and minorities are much more prevalent on City boards than they were in the past couple of years.

The City has created the Neighborhood Revitalization Fund to increase and improve the supply of safe, quality, affordable housing and revitalize central city neighborhoods.

The Sheboygan County Housing Coalition, which is a cross-section of nonprofit, government and community representatives, continues to work collaboratively toward the prevention of homelessness and the creation of lasting housing solutions for homeless and at-risk families and individuals throughout Sheboygan County.

### ***Impediments to Fair Housing Choice***

An *impediment* to fair housing choice is defined as any actions, omissions, or decisions that restrict, or have the effect of restricting, the availability of housing choices, based on race, color, religion, sex, disability, familial status, or national origin. Impediments may take the form of a city or other governmental entity's policy, practice or procedure, housing industry practices, or other societal factors that may contribute to impeding a person or family from obtaining housing. The City of Sheboygan's research and interviews with community representatives helped identify the following impediments:

#### ***City of Sheboygan Impediments***

- Impediment #1: Group Homes of Community Living Arrangements (CLA): Advocates for persons with disabilities in other communities have waged successful legal challenges against municipal ordinances that are similar to Sheboygan's. These challenges asserted that these types of ordinances were too restrictive and were found to have violated the Federal Fair Housing Act.
- Impediment #2: Inadequate Affordable Housing Supply Relative to Resident Income: Currently, 25.84% of Sheboygan households (5,335 households) pay 30% or more of their income for housing costs. Three impediments that contribute to the shortage of larger (4 bedrooms or more) affordable housing are the structural quality of housing available, the lack of financial resources to build/preserve/rehabilitate affordable housing, and a lack of housing choice section 8 rent assistance vouchers.

- Impediment #3: Poor Credit, Lack of Credit History and Lack of Financial Literacy: Poor credit history, whether incurred by personal choices or circumstances beyond a person's control, can hinder a person's access to housing.
- Impediment #4: Transit Commuting Difficult to Some Surrounding Areas: Shoreline Metro provides limited routes to outlying communities which limits transit-dependent residents from living in certain neighboring communities, specifically the Town of Sheboygan. This is an impediment because it limits where these residents choose to live and/or work.
- Impediment #5: Racial/Ethnic Segregation and Linguistic Isolation: Almost all of the minority population in Sheboygan County is located in the City of Sheboygan. Specifically, the Latino and Asian populations are in the east central part of the City. While segregation and minority concentration are not as serious in Sheboygan as they are in larger urban areas like Milwaukee and Detroit, it is important to recognize their existence now, before the long term effects and costs of segregation start to impact Sheboygan as they have in Milwaukee and elsewhere.

Linguistic isolation exists in over 6% of the Sheboygan population. A population that does not speak English well will have specific housing impediments related to communicating effectively with a rental agent, real estate agent, mortgage lender or insurance agent.

- Impediment #6: Fair Housing Rights Information: No files or other fair housing complaint details were received by the City of Sheboygan in the last five years. The absence of complaints may be due to the public's unfamiliarity with the fair housing laws/ordinance and the weak protections the law offers, how the City of Sheboygan can assist them, as well as the subtle nature of housing discrimination.

## *Federal and State Impediments*

While the City of Sheboygan is not directly involved in these Federal and State impediments, it is essential to address them because they impact the City's ability to "affirmatively further fair housing" as required by HUD. Federal and State impediments identified are:

- Impediment #7: Section 8 Housing Choice Vouchers Availability: Cuts in funding to the Section 8 program impedes local communities' ability to assist their population in finding quality, affordable housing.
- Impediment #8: No Infrastructure between Medicare/Medicaid and Section 8: The lack of infrastructure between Medicare/Medicaid and Section 8 costs the government more money and keeps persons with disabilities segregated and living in institutions instead of being integrated into society.

## *Private Market Impediments*

Private market impediments are obstacles to fair housing in the housing production, mortgage lending and rental and home sales markets. Though Sheboygan is limited in its ability to directly address private market impediments, it can take a leadership role in bringing these issues to the public's attention.

- Impediment #9: Housing Producers: The main impediment to fair housing in housing production is attributed to a lack of programs that provide financial incentives to developers to build accessible housing, affordable housing or larger housing units to accommodate large families.
- Impediment #10: Mortgage Lending: Discrimination in mortgage lending prevents or impedes home seekers from obtaining the financing normally required to purchase a home. The major impediments identified include:
  - ❖ *Discrimination in the Lending Market*
  - ❖ *Lack of Spanish/Hmong-speaking lenders*
  - ❖ *Foreclosures*
  - ❖ *Lack of flexible underwriting to accommodate persons with no credit history*
- Impediment #11: Housing Sales and Rental Markets: A major impediment to housing choice is discrimination in the sale and rental of housing. Racial discrimination remains the major form of discrimination in the housing market and there is evidence that despite legislative and enforcement efforts, it has not diminished. In addition, with the burgeoning Hmong and Spanish-speaking populations, it is important to ensure an equal level of service be available to alleviate this impediment to fair housing choice.

## ***Recommendations***

The *Recommendations* are the most critical element of the Analyses of Impediments to Fair Housing for local communities to address and remedy the barriers identified.

### *City of Sheboygan Recommendations*

- Recommendation #1: Devote Resources to a Comprehensive Review of Section 15.206 of the City of Sheboygan's Ordinances: Community Living Arrangements (CLA): The City should partner with disability advocacy groups and Independent Living Centers to review and analyze the Community Living Arrangements section of their zoning ordinance.
- Recommendation #2: Facilitate the Production of Affordable and Accessible Housing: The City should do enforce existing laws that ensure accessible housing construction and continue to implement the Housing Rehabilitation program.

- Recommendation #3: Increase Education and Outreach about Fair Housing Issues and Resources: The City of Sheboygan must actively *affirmatively further fair housing* by making sure its residents are informed and educated on their fair housing rights and how to file a claim.
- Recommendation #4: Continue Landlord Training: The City should continue to offer landlord training to landlords to increase knowledge about Fair Housing Law.
- Recommendation #5: Continue to Utilize Appropriate Financing Mechanisms to Produce Accessible Housing and Affordable Housing: Ongoing efforts should continue to utilize available, appropriate financing mechanisms, such as Tax Incremental Financing (TIF) to increase the production of affordable housing units and accessible housing units for persons with disabilities.

### *Federal and State Recommendations*

- Recommendation #6: Advocate for Changes in State and Federal Programs to Expand Affordable Housing Options: The City should advocate for the following: additional Section 8 Housing Choice Vouchers; affordable housing production resources; and for the creation of a smoother infrastructure between Medicare/Medicaid and Section 8.

### *Private Market Recommendations*

- Recommendation #7: Advocate for Open and Inclusive Real Estate and Rental Markets: The City of Sheboygan should advocate for more open and inclusive home rental and sales markets by working with the housing industry and appropriate State departments.
- Recommendation #8: Improve Access of Minority and Low-Income Applicants to Home Mortgages: The City should help minority and low-income loan seekers to obtain greater access to home mortgages.

## Introduction

### *Overview*

The following report, the “City of Sheboygan: Analysis of Impediments to Fair Housing” is required by the U.S. Department of Housing and Urban Development (HUD) from all communities that receive Community Development Block Grant (CDBG) funds.<sup>1</sup> The AI serves as the basis for fair housing

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<sup>1</sup> Under the Housing and Community Development Act of 1975, all recipients of Federal Community Development Block Grant (CDBG) funds, used for various housing and community development activities which primarily benefit low and moderate income persons, are required to certify that they will comply with Title VIII of the Civil Rights Act (also known as the Federal Fair Housing Law). HUD must ensure that all programs and activities relating to housing and community development are administered in a manner “affirmatively to further the purpose of Title VIII.” In 2012 the City of Sheboygan received \$793,502 in CDBG funds from HUD, down from \$981,553 in 2011.

planning, provides essential information to policy makers, administrative staff, housing providers, lenders, and fair housing advocates, and assists in building public support for fair housing efforts. To maximize the potential of this report, the community must view it as more than just a requirement for receiving block grant funding. It should be used as a meaningful tool and roadmap in order for the community to take steps to ensure equal access to housing opportunities for all persons in the City.

### *Scope of Study*

The City of Sheboygan: Analysis of Impediments to Fair Housing was conducted by the City of Sheboygan, Department of City Development. The report contains several components. First, the study provides an analysis of demographic and economic characteristics in relation to their impact on fair housing. Next is a discussion of impediments within the City of Sheboygan's policies, procedures and practices; within other governmental level policies; and within the private markets such as: mortgage lending, homeowners' insurance, real estate sales and the rental market. These impediments were identified as a result of extensive research and interviews with community representatives. The report concludes with a series of recommendations designed to dismantle those impediments identified in the previous section.

### *Fair Housing*

Fair housing is a civil right that guarantees equal housing opportunities for all persons regardless of race, color, religion, sex, disability, familial status, national origin, (federal and state) source of income, age, marital status and sexual orientation (state only).<sup>2</sup> These categories, which are covered under these laws, are known as "protected classes." An *impediment* to fair housing is anything that may hinder or prevent a person from having equal access to housing because of their membership in one of the previously mentioned protected classes. Impediments may take the form of a city or other governmental entity's policy, practice or procedure, housing industry practices, or other societal factors that may contribute to impeding a person from obtaining housing.

## Sheboygan Background Data

### *Overview*

A combination of discrimination, geographic preferences, demographic shifts, changes in the number and structure of households and the economy, among other things account for the City of Sheboygan's current housing conditions. U.S. Census Bureau maps are used in this report to map socioeconomic and housing market conditions and to assist in highlighting patterns that may otherwise go unnoticed. The

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<sup>2</sup> In Accordance with 24 CFR 570.904 fair housing choice is defined as the "ability of persons regardless of race, color, religion, sex, handicap, familial status or national origin, of similar income levels to have available to them the same housing choices." Impediments to fair housing are defined as, "any actions, omissions, or decisions, which restrict housing choice because of race, color, religion, sex, national origin, familial status or handicap."

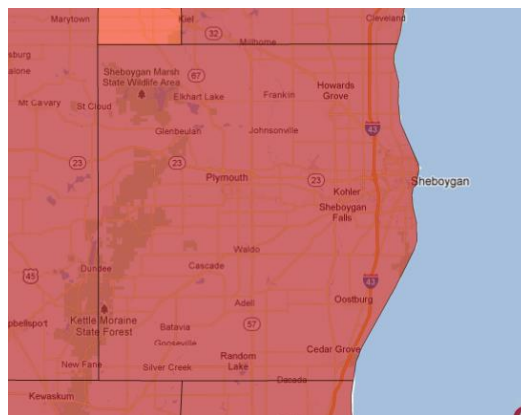
# City of Sheboygan: Analysis of Impediments to Fair Housing 2022

Item 9.

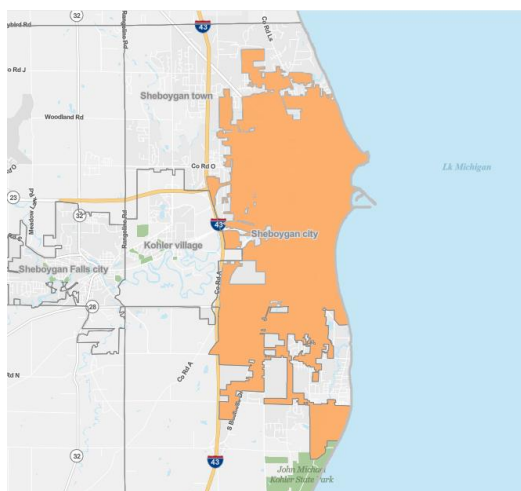
City of Sheboygan's demographic, economic and social characteristics will be discussed in this section and connections will be made to characteristics that are related to impediments in the housing market. *Sheboygan Metropolitan Area*

In order to evaluate the demographic and economic characteristics of the City of Sheboygan, the entire Sheboygan Metropolitan area must be analyzed to provide a larger base and to serve as a comparison to the City. The City of Sheboygan is part of the larger Sheboygan Metropolitan Statistical Area (Figure 1), as defined by the U.S. Census Bureau. The Sheboygan Metropolitan Statistical Area (MSA) and Sheboygan County share the same boundaries. The maps below illustrate the geographic areas analyzed in order to review socioeconomic housing patterns.

**Figure 1: Metropolitan Sheboygan<sup>3</sup>**



**Figure 2: City of Sheboygan<sup>4</sup>**



<sup>3</sup> Source: <http://2010.census.gov/2010census/popmap/>

<sup>4</sup> Source: [data.census.gov](http://data.census.gov)

## Sheboygan Population Distribution

In 2020, the City of Sheboygan's population was 48,153, a decrease of 2.3% from 2010. The surrounding county saw a smaller decrease during this time period of only .3%. During this period of slight decrease, whites in the City experienced a decline in population while most minority groups saw an increase in population. The implication is that while people of color were moving into the City of Sheboygan, whites were leaving.

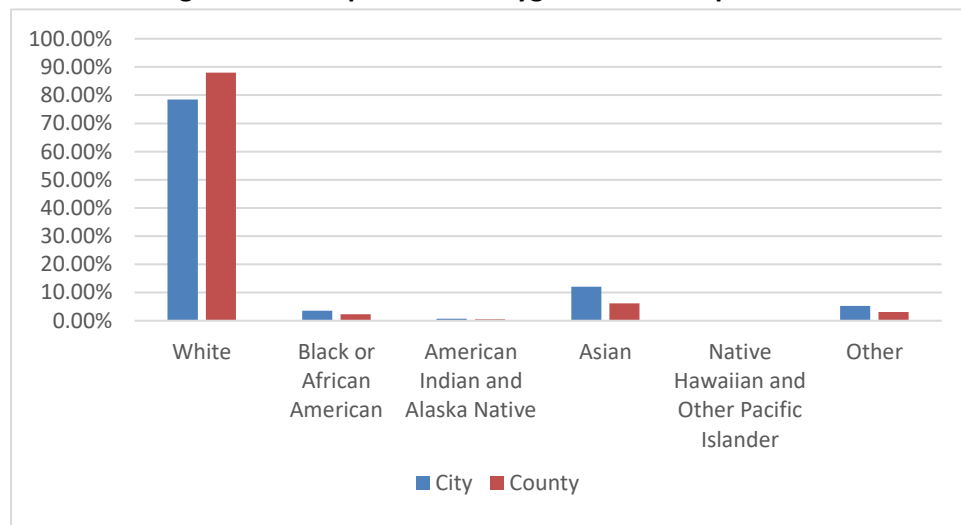
**Table 1: Metropolitan Sheboygan Population Distribution<sup>5</sup>**

	2010		2015		2020	
Geography	Population	Percent	Population	Percent	Population	Percent
Sheboygan County	115,507	57%	115,226	58%	115,152	58%
City of Sheboygan	49,288	43%	48,853	42%	48,153	42%

## Racial Composition

There is evidence of a racial segregation component to the housing patterns in the City of Sheboygan. In 2020, 70% (13,837 persons) of the Sheboygan metropolitan minority population resided in the City. As pointed out above, the white population actually decreased by 9.7% from 2010 to 2020 in the City of Sheboygan while whites accounted for a majority of the growth for the outlying communities in Sheboygan County during that same period. Figure 3 depicts the racial housing pattern in Sheboygan County.

**Figure 3: Metropolitan Sheboygan Racial Composition<sup>6</sup>**



<sup>5</sup> Source: [data.census.gov](https://data.census.gov)

<sup>6</sup> Source: data.census.gov



The Black population experienced the most pronounced percentage increase in population between 2000 and 2020. Between 2000 and 2010 the Black population grew by 102% (449 persons) and between 2010 and 2020 the Black population grew by 84% (747 persons). The Hispanic population had a large increase between 2000 and 2020 of 105% (3,195 persons); between 2000 and 2010 the Hispanic population increased by 60% (1,832 persons) and then by 28% (1,363 persons) between 2010 and 2020. The Asian population experienced an increase in population of 35% (1,149 persons) between 2000 and 2010 and grew by another 24% (1,080 persons) between 2010 and 2020.

Despite the rapid growth of the minority populations and the decline in the white population during the 2000's and 2010's, whites still make up the vast majority of the population within the City of Sheboygan. Table 2 summarizes the population growth characteristics experienced in the City of Sheboygan between 2000 and 2020.

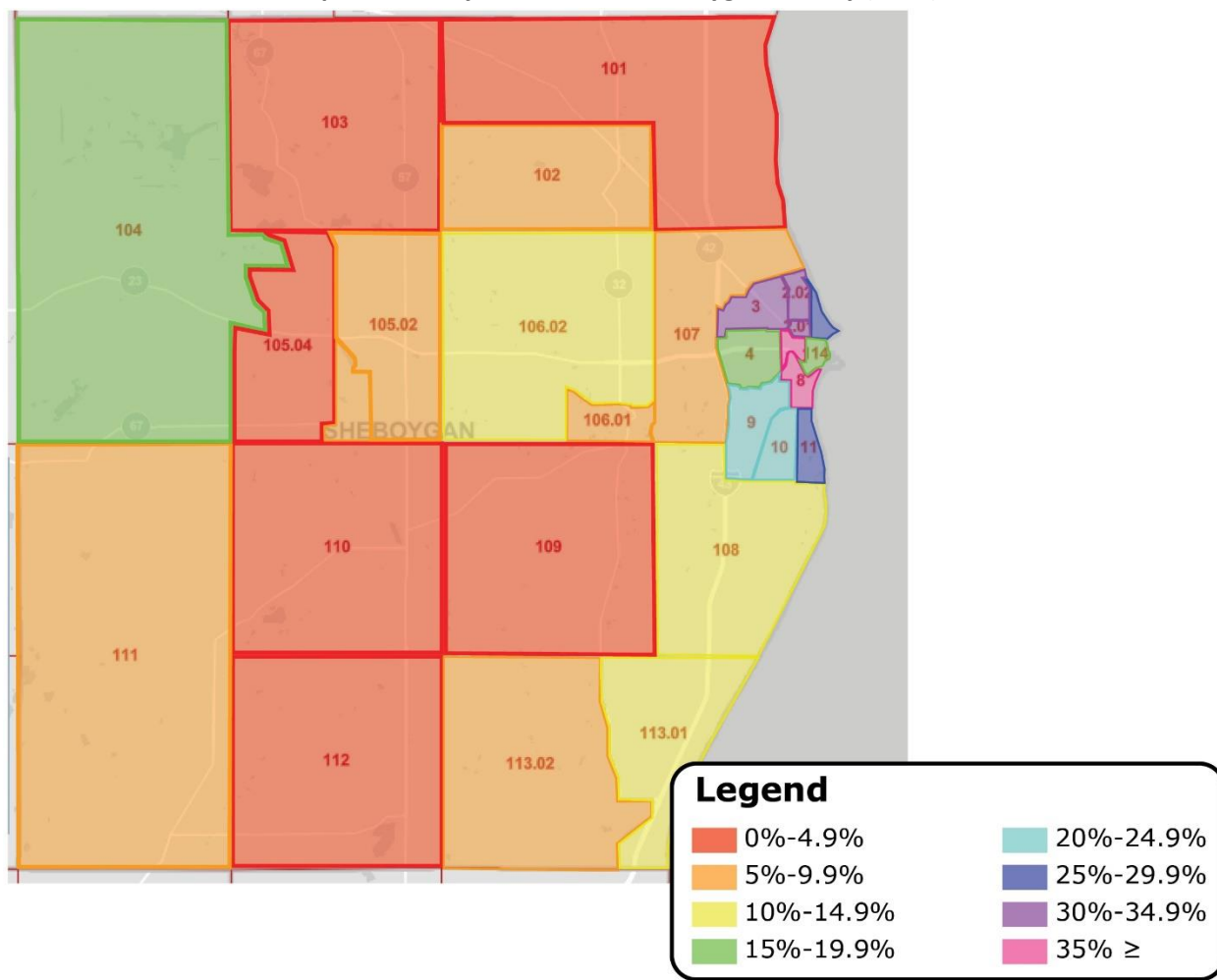
**Table 2: City of Sheboygan Population by Race<sup>7</sup>**

	2000		2010		2020	
	Population	Percent	Population	Percent	Population	Percent
Not Hispanic or Latino	47,758	94.03%	44,422	9.87%	43,700	87.52%
Hispanic/Latino	3,034	5.97%	4,866	90.13%	6,229	12.48%
Asian	3,290	6.48%	4,439	9.01%	5,519	11.05%
Black	436	0.86%	885	1.80%	1,632	3.27%
White	44,507	87.63%	40,685	82.55%	36,092	72.29%
Indian/Alaskan Native	242	0.48%	242	0.49%	317	0.63%
Hawaiian	18	0.04%	12	0.02%	16	0.03%
Other	1,447	2.85%	1,770	3.59%	2,408	4.82%
2 or more races	852	1.68%	1,255	2.55%	3,945	7.90%
Total	50,792	100.00%	49,288	100.00%	49,929	100.00%

Map 1 illustrates where all non-whites in Sheboygan County live. An overwhelming majority of people of color, also indicated in Figure 3, reside in the City of Sheboygan.

<sup>7</sup> Source: data.census.gov

**Map 1: Minority Residents in Sheboygan County (MSA)<sup>8</sup>**



## Household Profiles

Throughout much of the U.S., an increase in households is occurring at a rate that exceeds population growth. This is due to the growing number of single person and single parent households, longer life expectancies, the rate of divorce, etc. A by-product of this trend is smaller household size. The City of Sheboygan has seen the number of households decrease by .4% between 2010 and 2020; this may be an effect of the decrease in population or result of the current economic condition. Also reverse of this trend is the increase seen in 6-person households. Between 2010 and 2020, the City saw a 27.63% (126 households) increase in 6-person households. The most significant change that the City saw was an increase in the number of 1 person households of 8.76% (594 households).

<sup>8</sup> Source: data.census.gov

**Table 3: City of Sheboygan Household Size<sup>9</sup>**

Household Size	2010		2020	
	Number	Percent	Number	Percent
<b>1 Person</b>	6,778	33.4%	7,372	36.6%
<b>2 Person</b>	6,634	32.7%	6,459	31.9%
<b>3 Person</b>	2,780	13.7%	2,642	13.1%
<b>4 Person</b>	2,260	11.1%	1,865	9.2%
<b>5 Person</b>	1,011	5.0%	942	4.5%
<b>6 Person</b>	456	2.2%	582	2.9%
<b>7 Person</b>	389	1.9%	365	1.8%
<b>Total</b>	20,308	100.0%	20,227	100.0%
<b>Average Household Size</b>	2.4		2.5	

City of Sheboygan residents have experienced changes in marital status between 2010 and 2020, as illustrated in Table 4. For example, persons falling within the “never married” category of marital status have increased by almost 5%, or 594 persons, while “married” persons have declined by 5.83% or 1,118 persons. This may be due in part to persons waiting until they’re older to get married. “Divorced” persons increased to 5,198 in 2020, an increase of 22.05%. Both the increase in divorced persons and an increase in persons not married are related to smaller overall household sizes.

**Table 4: City of Sheboygan Marital Status<sup>10</sup>**

Marital Status	Never Married	Married	Divorced	Widowed
<b>2010</b>	11,918	19,185	4,259	3,048
<b>2020</b>	12,512	18,067	5,198	2,328
<b>Change</b>	594	-1,118	939	-720
<b>% Change</b>	4.98%	-5.83%	22.05%	-23.62%

#### *Housing Characteristics*

The City of Sheboygan experienced a housing unit decrease of 2.3% from 2010 to 2020, or 520 housing units. Vacant housing units have decreased along with the housing unit decrease, with a decrease of 439 vacant units. This decrease in housing units may be due to the age of the housing stock in the City and the need to demolish older homes and they fall into disrepair. Owner-occupied housing accounted for 58.79% of occupied housing units in the City of Sheboygan, as opposed to the 41.21% who are renter-occupied.

<sup>9</sup> Source: [data.census.gov](https://data.census.gov)

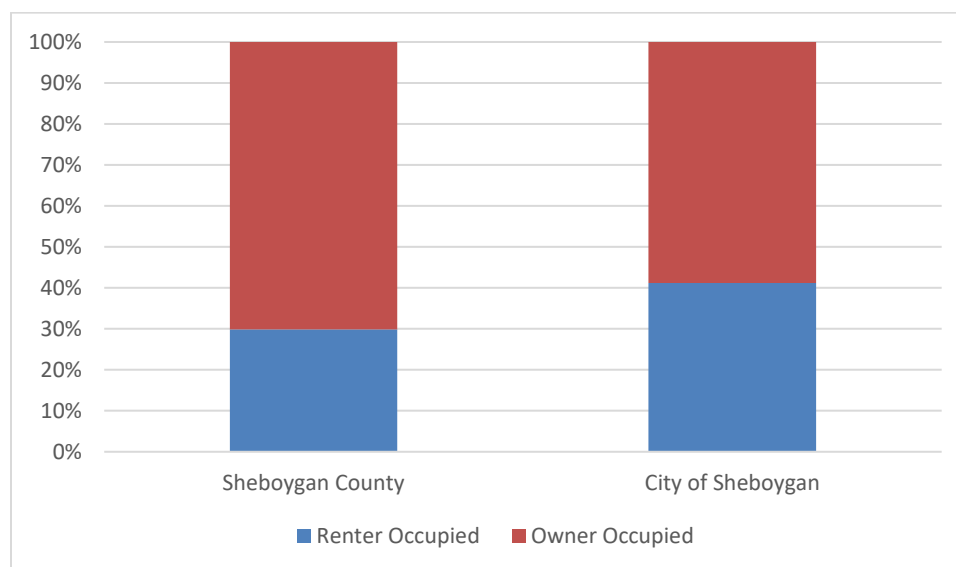
<sup>10</sup> Source: [data.census.gov](https://data.census.gov)

**Table 5: City of Sheboygan Homeownership Status<sup>11</sup>**

Household Size	2010		2015 (Estimate)		2020	
	Number	Percent	Number	Percent	Number	Percent
<b>Total Housing Units</b>	22,339		21,994		21,819	
<b>Occupied</b>	20,308	90.9%	20,183	91.8%	20,227	92.7%
<b>Owner</b>	12,430	61.2%	12,218	60.5%	11,892	58.79%
<b>Renter</b>	7,878	38.8%	7,965	39.5%	8,335	41.21%
<b>Vacant</b>	2,031	9.1%	1,811	8.2%	1,592	7.3%

As mentioned, Sheboygan's housing stock is primarily owner-occupied; however, this number has been steadily declining. Sheboygan County's owner occupancy is higher, at 70.27%, than the City's at 58.79%.

**Figure 4: Metro Sheboygan Homeownership Status<sup>12</sup>**

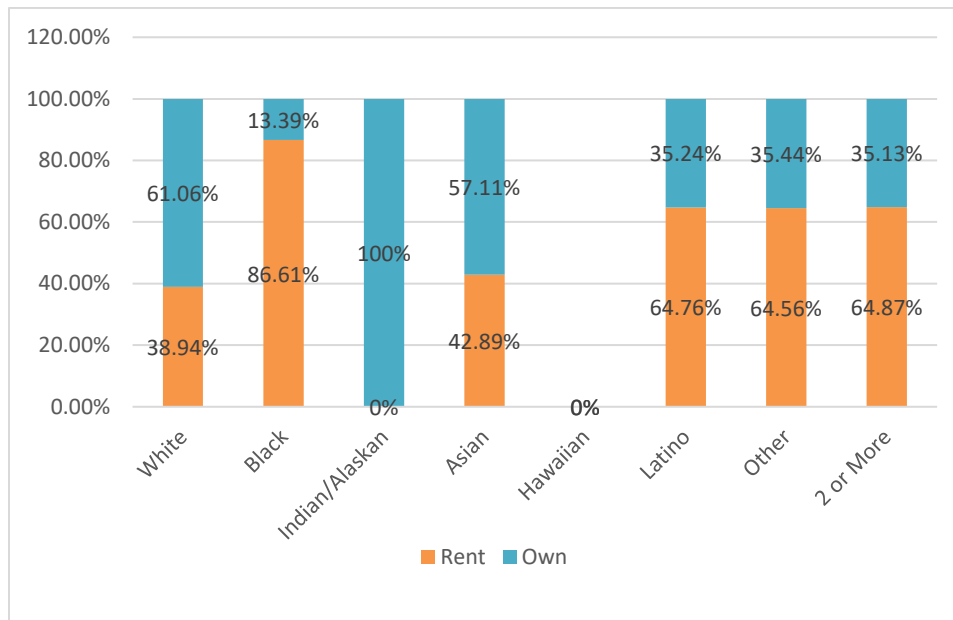


There are vast disparities in homeownership rates by race in the City of Sheboygan. For instance, more than 4.5 times as many whites own their own homes compared to blacks, whites are almost twice as likely to own their homes than Latinos, and about 7% more whites own their homes than Asians. As home equity is often the foundation for educational, employment and business opportunities, these disparities disadvantage minorities. While incomes by race and ethnicity are generally lower, it is disconcerting that access to financing for non-whites and Hispanics for homeownership may be an impediment. Impediments to homeownership are impediments to fair housing.

<sup>11</sup> Source: [data.census.gov](https://data.census.gov)

<sup>12</sup> Source: [data.census.gov](https://data.census.gov)

**Figure 5: City of Sheboygan Homeownership Status by Race<sup>13</sup>**

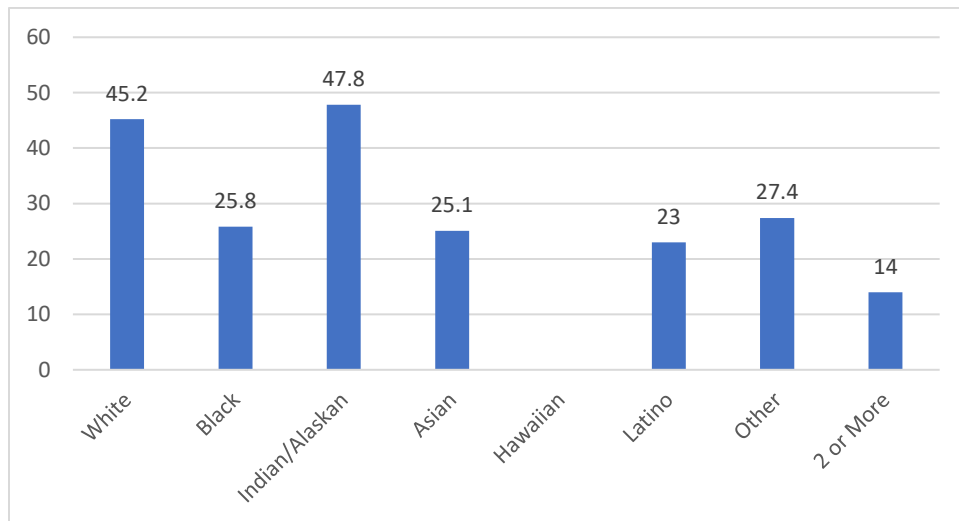


## Age Distribution

The median age for the City of Sheboygan is 36.8, which is a year less than the United States median age and almost two years less than the State of Wisconsin median age of 38.6, and a significant 4.5 years less than the Sheboygan County median age of 41.3. Median age by race and ethnicity varies significantly in Sheboygan, as shown in Figure 7. For instance, Latinos have a median age that is almost 50% below that of whites, while blacks have a median age that is roughly 43% less than whites and Latinos have a median age that is 44% less than whites. The significantly younger median age of minority households presents many implications for future and current housing needs. Currently, larger units are needed to accommodate larger families with children. As the children of these families become adults – they will likely create demand for affordable housing and larger housing units (currently housing characteristics more prevalent in minority communities).

<sup>13</sup> Source: [data.census.gov](https://data.census.gov)

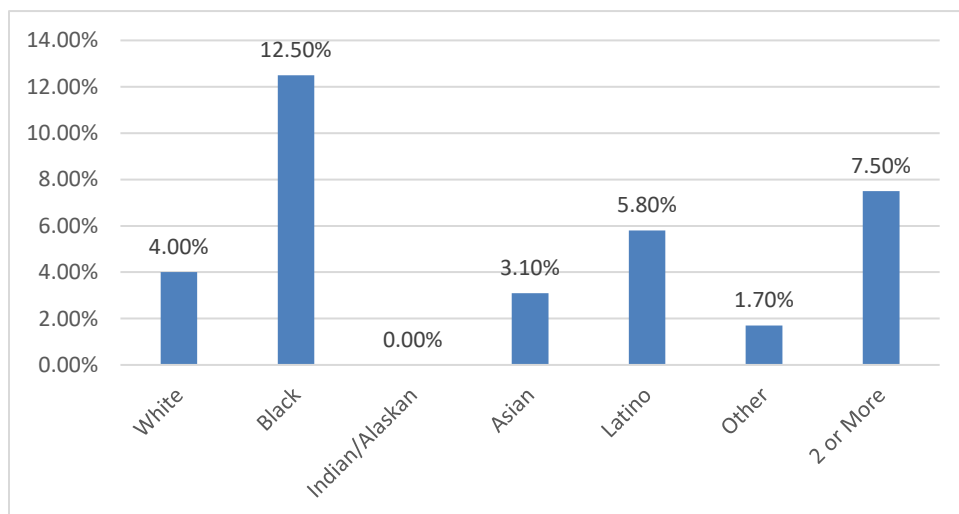
**Figure 6: City of Sheboygan Median Age by Race<sup>14</sup>**



## Employment and Income

The City of Sheboygan's unemployment rate in 2020 was 4.2%, which compares to 5.4% for the United States and 4.7% for the State of Wisconsin. However, the unemployment rate for blacks in the City of Sheboygan is over 200% higher than for whites, for Latinos it is roughly 45% higher, and for individuals of 2 or more races is 87.5% higher.

**Figure 7: Unemployment by Race<sup>15</sup>**

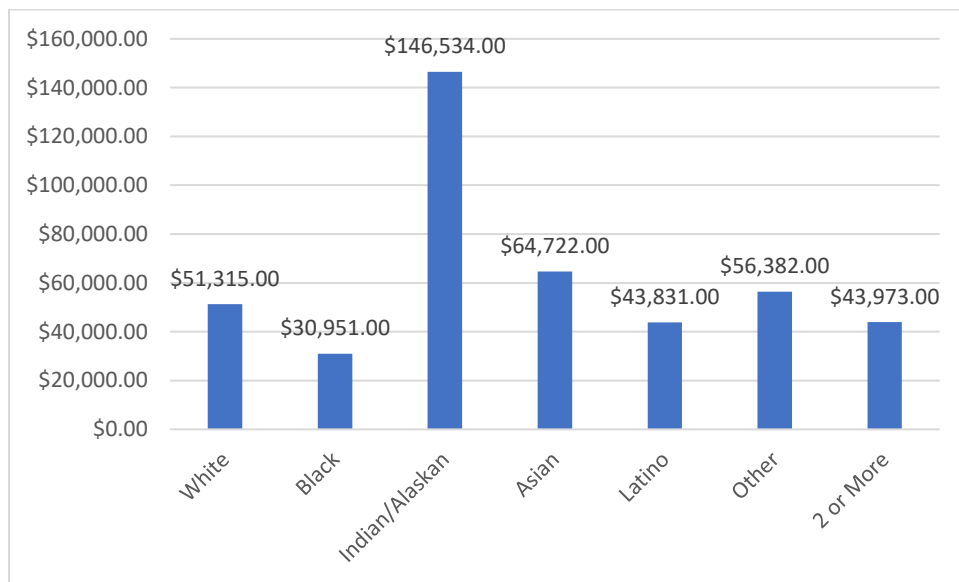


<sup>14</sup> Source: [data.census.gov](https://data.census.gov)

<sup>15</sup> Source: [data.census.gov](https://data.census.gov)

Furthermore, on average – blacks earn \$20,364 less per year than whites, which works out to roughly \$1,697 per month. Latinos earn \$7,484 less per year than whites, or \$623 per month. Individuals of 2 or more races earn \$7,342 less per year than whites, or \$612 per month. Given the relatively higher unemployment rates and lower incomes of African Americans, Latinos, and individuals of 2 or more races in Sheboygan, the need for affordable housing for these populations is more evident.

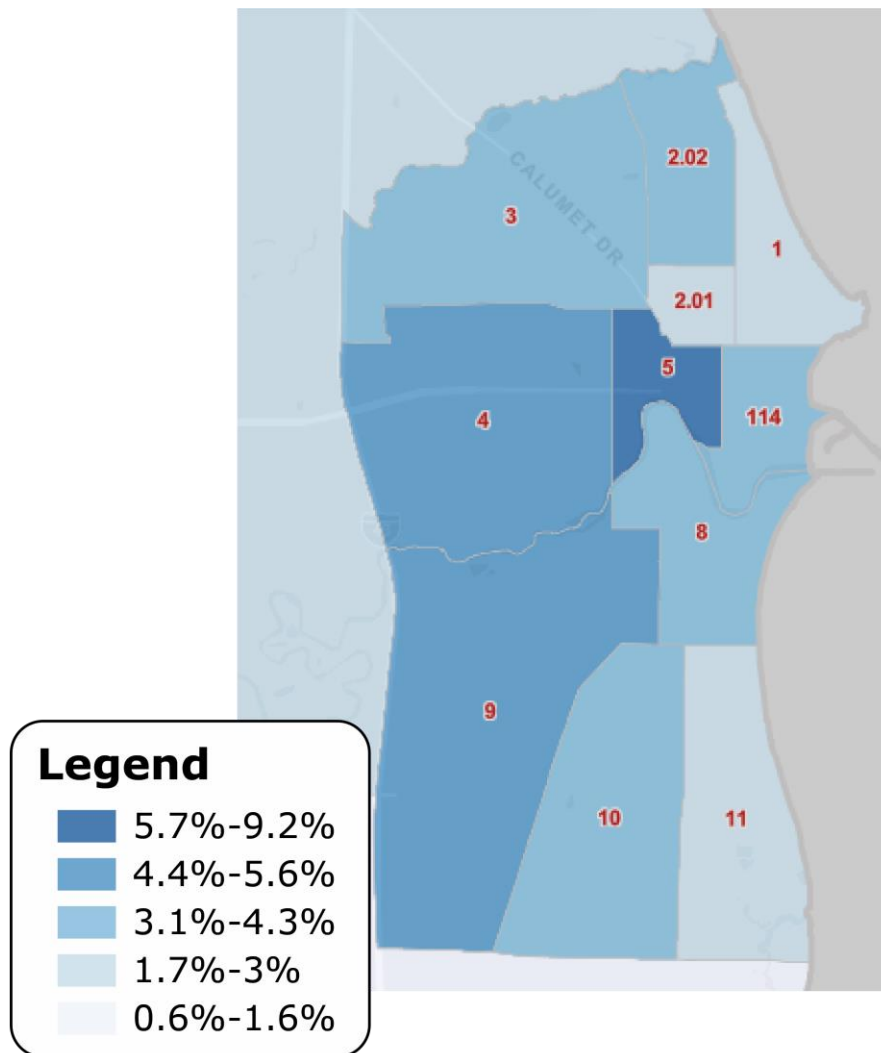
**Figure 8: Median Household Income by Race<sup>16</sup>**



<sup>16</sup> Source: data.census.gov

Map 2 illustrates the percent of persons unemployed in each census tract in the City of Sheboygan. The highest unemployment rates are in census tracts toward the middle of the City.

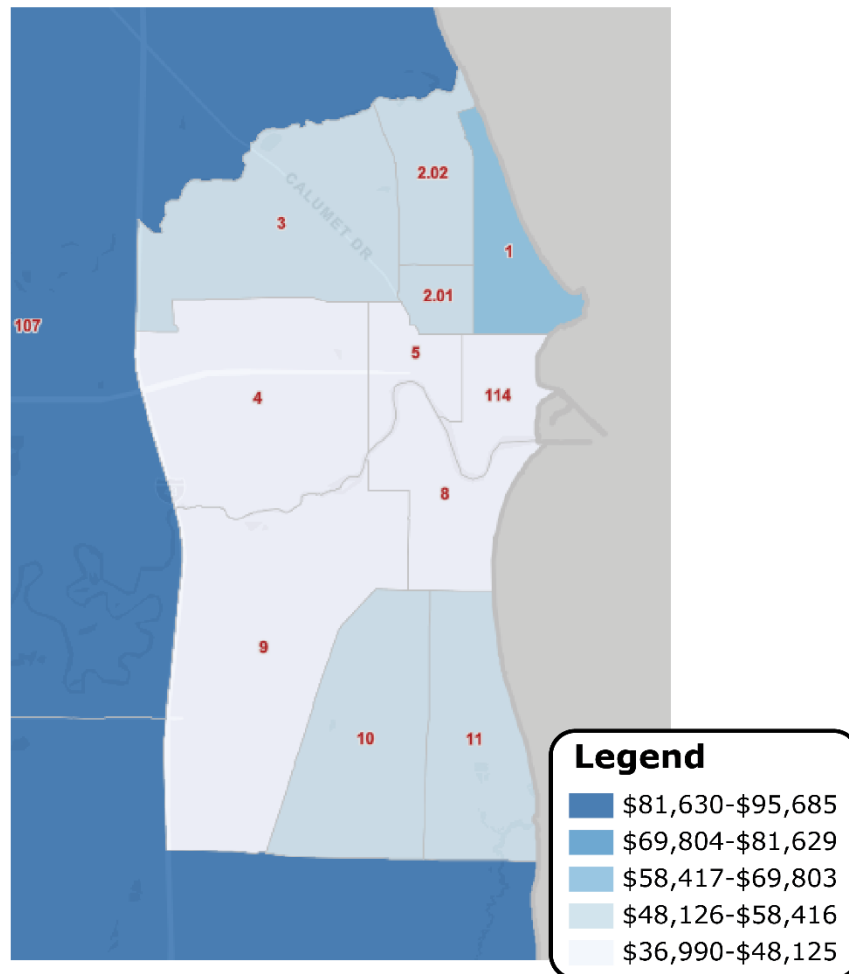
**Map 2: City of Sheboygan's Unemployed Population<sup>17</sup>**



<sup>17</sup> Source: data.census.gov



**Map 3: City of Sheboygan's Median Household Income<sup>18</sup>**

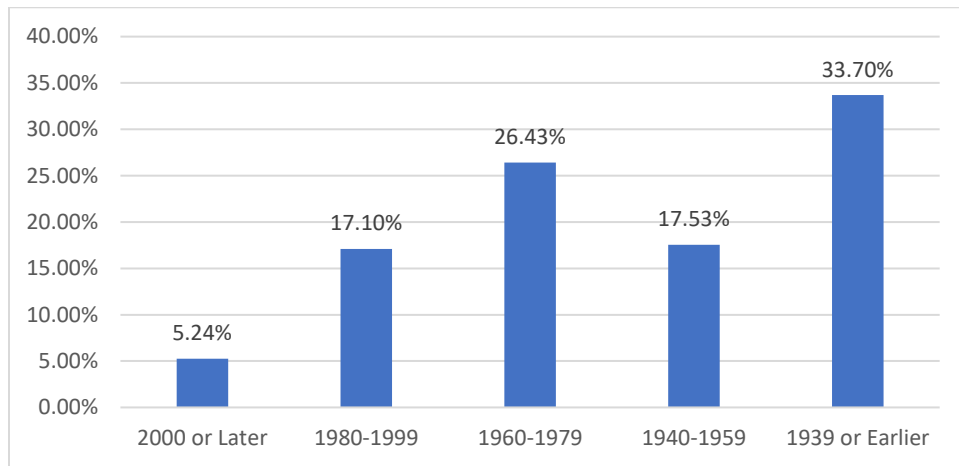


Map 3 illustrates the median household income for each census tract in the City of Sheboygan. The overall Median Household Income for the City of Sheboygan is \$52,088. While the representation of the lowest median income, shown on this map, does not correspond exactly to the areas of highest unemployment, shown on Map 2, both of these issues exist (as do many of the impediments relating to fair housing) in the middle of the City. Poverty restricts housing choice. Families and children living in poverty may hesitate to assert their housing rights for fear of retaliation by the landlord. With vacancy rates so low and the supply of affordable housing scarce, poor households are often caught in a vicious cycle of lacking the financial means to move and feeling that they have no choice but to remain in unsafe housing.

<sup>18</sup> Source: data.census.gov

## Housing Supply

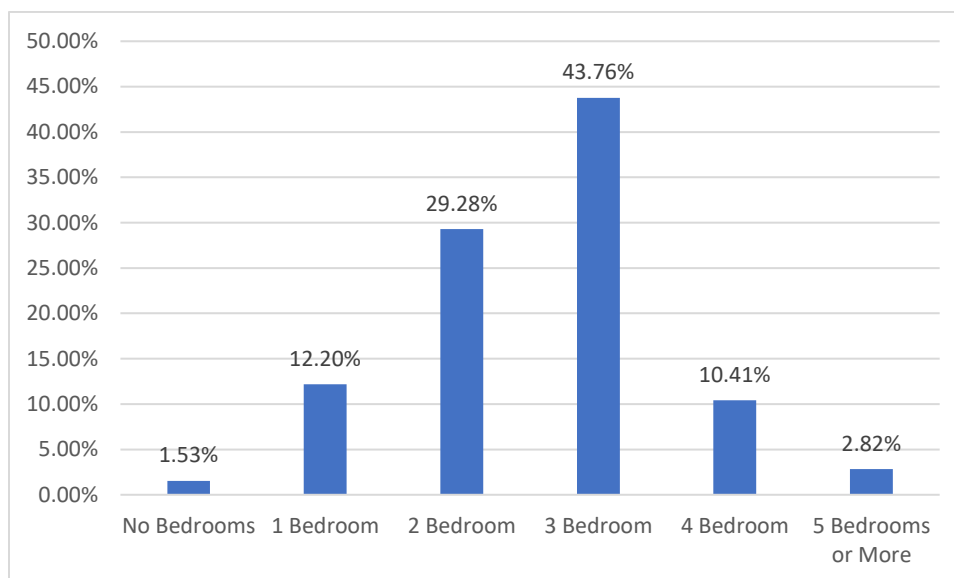
**Figure 9: City of Sheboygan Year Housing Units Built<sup>19</sup>**



The vast majority of the City of Sheboygan’s housing was constructed before 1939. The median year that all structures were built in the City is 1959, which compares with Wisconsin’s median of 1975 and the United States’ median of 1980. In general, older housing stock is likely to be less expensive because it is more likely to be in disrepair or have greater maintenance needs, but it is also more likely to be inaccessible to persons with disabilities. In addition, an old housing stock raises concerns about the need to address lead-based paint hazards. Because old houses are more likely to have lead hazards and because lower income households are more likely to live in older housing, there is a high concern about lead based paint hazards, especially in young children. While it is required for landlords to disclose the possibility of lead-based paint hazards to tenants, not all landlords are compliant. Poor households may be constrained in their ability to find and afford rental housing that does not have lead hazards.

<sup>19</sup> Source: [data.census.gov](https://data.census.gov)

**Figure 10: City Sheboygan Number of Bedrooms per Unit<sup>20</sup>**



The City of Sheboygan’s housing is primarily composed of two and three bedroom units, which make up about 73% of the total housing units. The prevalence of two and three bedroom units is relevant given the current and potential need for larger housing units addressing the needs of many of the larger Latino and Asian families.

## Education

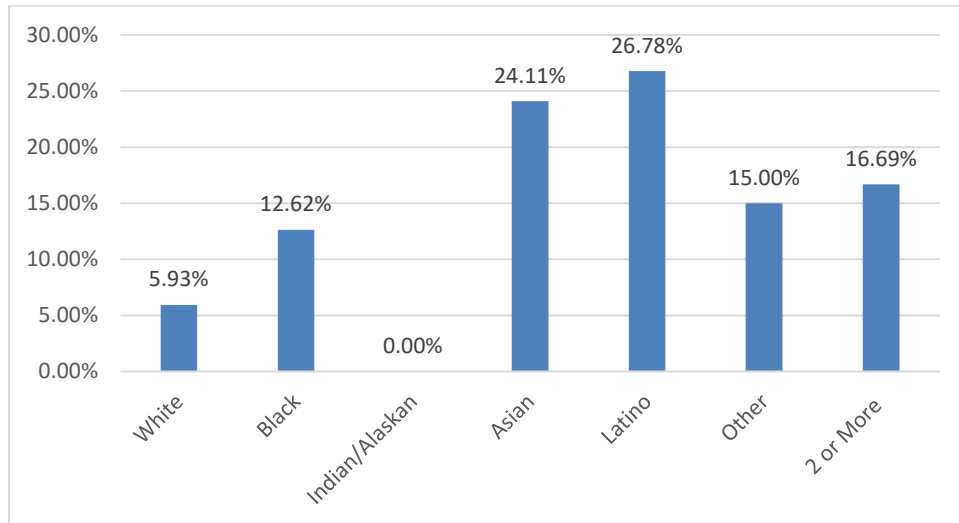
Twenty two percent of the City of Sheboygan’s population age 25 and older have a bachelor’s degree or beyond, which compares to 33% of the United States population and 31% of the State of Wisconsin’s. Vast disparities in educational attainment manifest when analyzed by race and ethnicity. For instance, whites are about four times as likely to graduate from high school than Latinos and Asians.

The large disparity between whites, Asians and Latinos are due in part to families immigrating to Sheboygan from other countries. For instance, Hmong adults coming from a refugee camp in Thailand are unlikely to have received high school education equivalency. Perhaps over time, the longer immigrant families are here, the more likely the next generation of these families will get a high school diploma and the educational rates will positively change.

Disparities in education are important to fair housing for several reasons. First, persons with less education on the average will have lower incomes than those with more education. This has an effect on how much housing one can afford and the choices available. Also, persons with less education will likely have less access to educational or financial resources that assist people in purchasing a home or obtaining a loan.

<sup>20</sup> Source: [data.census.gov](https://data.census.gov)

**Figure 11: Education by Race  
(No Highschool Diploma Received)<sup>21</sup>**



## **Assessment of Current Fair Housing**

### *Fair Housing Programs and Activities*

#### 1. CDBG Programs

The City of Sheboygan, Department of City Development currently provides funding to income eligible homeowners through a HUD program. The Housing Rehabilitation Loan Program provides renovation funding to income-eligible homes either on a deferred basis or a 0-4% payback loan. This program provides funding to better affordable housing in our low-to-moderate income neighborhoods. This fund may also be used to address accessibility issues for disabled populations.

#### 2. Developer Incentives

To give developers more incentive to develop affordable housing within the City, the City utilizes TIF 1-year extension which allows a TID to be open for an additional year and funds to be used for affordable housing.

#### 3. Homebuyer Assistance

Partners for Community Development assists eligible applicants with financial assistance to cover the upfront costs of acquiring a single-family home under this program to income eligible applicants. Financial assistance through this program is provided as a 0% interest, deferred loan with no required monthly payments.

<sup>21</sup> Source: [data.census.gov](https://data.census.gov)

#### 4. Rebuilding Together

The Rebuilding Together organization's mission is to preserve and revitalize houses and communities, assuring that low-income homeowners, particularly those who are elderly and disabled and families with children, live in warmth, safety, and independence. The goal is to make a sustainable impact in partnership with communities.

#### 5. Lakeshore CAP

Lakeshore CAP provides home buying and rental assistance programs for Sheboygan's LMI residents. The Home Buyer and Financial Assistance program is designed to educate and assist income-eligible households with mortgages for the purchase of a home. The Supportive Housing/Rental Assistance program provides resources and assists eligible households who are experiencing homelessness or are at risk of becoming homeless to maintain housing, and work towards self-sufficiency.

#### 6. Habitat for Humanity

Habitat for Humanity's mission is to bring people together to build homes, communities and hope. Habitat for Humanity Lakeside, the local chapter has continued its Home Repair Program (formerly known as A Brush with Kindness) to assist homeowners with making repairs to their properties.

#### 7. Love, Inc.

Love Inc.'s Gap Ministry helps fill unmet needs in community services and products. Their home repair program provides services necessary to make improvements to the home.

#### 8. Sheboygan County Economic Development Corporation Forward Fund

Sheboygan County Economic Development Corporation (SCEDC) has created The Forward Fund, a community partnership to help move Sheboygan County forward. They have raised funding to create a new community housing development program to support the construction of new housing units. The SCEDC will lead in developing approximately 600 housing units over the next three to five years throughout Sheboygan County to bring entry-level housing to the market.

#### 9. Family Services Association

Family Services Association is dedicated to helping individuals and families maintain and achieve financial stability and improve their quality of life. This is accomplished by providing education, counseling, advocacy, and financial management programs. The Consumer Credit Counseling Service program provides financial education/counseling to groups or individuals as it relates to budgeting, student loans, housing, bankruptcy, ID Theft, and Debt Repayment Plans. This program also has a Rent Smart course that helps renters to understand their rights as tenants, overcome challenges in finding and securing rental housing, and develop a positive relationship with their landlord.

## *Sheboygan Fair Housing Ordinance*

Municipal Code of the City of Sheboygan, Chapter 46 – Fair Housing (see Appendix A).

### Declaration of Policy

It is declared to be the policy of the city, pursuant to the United States Constitution and state constitution, Wis. Stats. §§ 66.1011 and 106.50, and also its power to protect the public health, safety and general welfare that all persons are entitled to fair and equal access to housing and to be free of all forms of discrimination, regardless of their actual or perceived sex, gender identity, race, color, religion, age, ancestry, marital status, family status, veteran status, status as a victim of domestic abuse, sexual assault, or stalking, lawful source of income, national origin, disability, or sexual orientation. To that end the city enacts this chapter, which prohibits any person, not exempted in this chapter, from discriminating against any other person by impairing to any degree access to any housing or housing accommodations on the basis of their actual or perceived sex, gender identity, race, color, religion, age, ancestry, marital status, family status, veteran status, status as a victim of domestic abuse, sexual assault, or stalking, lawful source of income, national origin, disability, or sexual orientation and creates a board with the power and duty to enforce equal opportunity in housing for all citizens of the city.

## *City of Sheboygan Comprehensive Plan*

On December 5, 2011, the City of Sheboygan adopted its Comprehensive Plan. Chapter Four of this plan describes the City's goals for Housing and Neighborhood Development. The plan states the following:

“Facilitate the provision of quality, safe, and appealing housing at a variety of price points and for all stages of life. Support the development and maintenance of strong neighborhoods.”

The City also states that it will strive to adapt to changing demographics, living preferences, family sizes and economic conditions to continue meeting the needs of existing and potential new residents.

## *Fair Housing Legal Status*

No files or other fair housing complaint details were received by the City of Sheboygan in the last five years. Neither the City Attorney's office nor the Department of City Development maintained records of complaints filed under the City's fair housing ordinance. In addition, neither entity had records of fair housing actions initiated against the City, a company or corporation within the City.

## *Fair Housing Commission*

On April 12, 2006, the Fair Housing Commission made a motion to hold two agenda items until further information is provided. Each motion carried (see Appendix B). The Fair Housing Commission has not met since the April 12, 2006 meeting.

Gen. Ord. No. 63-09-10 adopted April 19, 2010 states that the Fair Housing Commission and the Board of Housing Appeals were merged into a new Board of Housing Appeals and Fair Housing Practices. The Board of Housing Appeals and Fair Housing met six times between 2016 and 2017 and last met April 4, 2017.

R. C. No. 375-16-17 adopted on April 5, 2017 eliminated and re-established various committees and amended the composition of other. According to chapter 46 of the City of Sheboygan's municipal code, the City Plan Commission has authority to receive, initiate and investigate complaints alleging any discrimination or discriminatory practice.

### *Affordable Housing Market Study*

In 2021, an Affordable Housing Market Study was completed for the City of Sheboygan. As part of this study a variety of methods and data was gathered and used to understand the housing market. This study also incorporated a series of interviews with people familiar with the housing market- the housing experts, and a community survey of area residents. The project team met and interviewed a variety of people with knowledge and insight about the local housing market, including realtors, lenders, developers, landlords, and employers. A community survey was conducted online and had approximately 850 responses. This study helped the City to better understand its affordable housing market, which starts with a general understanding of the overall housing market. The study also lays out strategies the City can use to fill gaps identified in the housing market, with the overarching goal of improving housing affordability throughout the community.

### *Sheboygan County Housing Coalition Tall Hall Series*

The Sheboygan County Housing Coalition presented its first Town Hall series relating to affordable housing concerns in our community. The goal of this series was to educate community members on housing basics, types of housing, and what contributes to housing insecurity. This series helped to build a basic foundation of knowledge in an effort to engage the entire community in developing housing solutions. In this first series "Building a Foundation of Knowledge" four Town Hall Meetings (sessions) were held.

### **Impediments to Fair Housing Choice**

Impediments to fair housing choice are:

- Any actions, omissions, or decisions taken because of race, color, religion, sex, disability, familial status, or national origin which restrict housing choices or the availability of housing choices
- Any actions, omissions, or decisions which have the effect of restricting housing choices or the availability of housing choices on the basis of race, color, religion, sex, disability, familial status, or national origin.

This section describes fair housing impediments identified through the City of Sheboygan's research and communications with community housing partners. This section is organized into City of Sheboygan impediments, Federal and State impediments and Private market impediments.

#### **Impediment #1: Group Homes of Community Living Arrangements (CLA)**

Community Living Arrangements by City definition refer to facilities licensed by the State of Wisconsin, including child welfare agencies, group homes for children, and community based residential facilities. CLAs of 9 or more residents, as stated in the Sheboygan zoning ordinance, shall not be within 2,500 feet of another CLA. In addition, the City ordinance states, "The total capacity of all community living arrangements (of all capacities) in the City shall not exceed 1% of the City's population (unless specifically authorized by the City Council following a public hearing)."

Advocates of persons with disabilities have said that the intent of this 2500-foot law is to prevent the *ghettoization* of group homes, but instead ends up being an impediment to locating these group homes. Advocates in other communities have successfully challenged similar municipal ordinances as violations of the Federal Fair Housing Act.

#### **Impediment #2: Inadequate Affordable Housing Supply Relative to Resident Income**

A shortage of affordable housing may not appear to be a fair housing issue on its face. However, the negative impact that lack of affordability has particularly on persons with disabilities, people of color, families with children or the elderly cannot be ignored. Having an adequate supply of affordable housing, both for ownership and rental, in which a household will pay no more than 30% of its gross annual income, is essential for an open and inclusive housing market in Sheboygan. The Fair Market Rent for a two-bedroom apartment in Sheboygan for 2022 was \$797. According to the National Low Income Housing Coalition's Out of Reach report, in order to afford this level of rent and utilities without paying more than 30% of its income on housing, a household must earn \$2,657 monthly or \$31,880 annually. Currently, 25.84% of Sheboygan households (5,335 households) pay 30% or more of their income for housing costs. Spending more than 30% of household income on rent or housing costs is considered to be a rent burden. See Map 4.



### *Structural Quality/Substandard Housing*

The age of a housing unit is not an absolute predictor of housing quality; however, the older the housing structure, the greater the likelihood of code compliance problems. Thirty three percent of Sheboygan's housing was built before 1939. The majority of those units are located in the central part of the City. Not surprisingly, the least expensive housing costs are also in the older, central part of the City. (It is likely that one reason many of the homes there are not expensive is because they are more likely to be in disrepair.)

### *The Lack of Financial Resources to Build/Preserve/Rehabilitate Affordable Housing*

In part, the shortage of affordable housing is due to a lack of resources to build and preserve affordable units in Sheboygan. Constructing any type of affordable housing requires numerous subsidies. This layering of subsidies is common in affordable housing and necessary to close the financing gap. Most developers currently obtain financing by combining federal money disbursed through local and state governments. In addition to this very complex nature of financing, the development of affordable housing is also highly competitive. When financing and subsidy resources are scarce and a higher return on investment is unlikely, many developers prefer to build simpler and more profitable market rate housing developments.

### *Housing Authority City of Sheboygan (HACS): Lack of Housing Choice Section 8 Rent Assistance Vouchers*

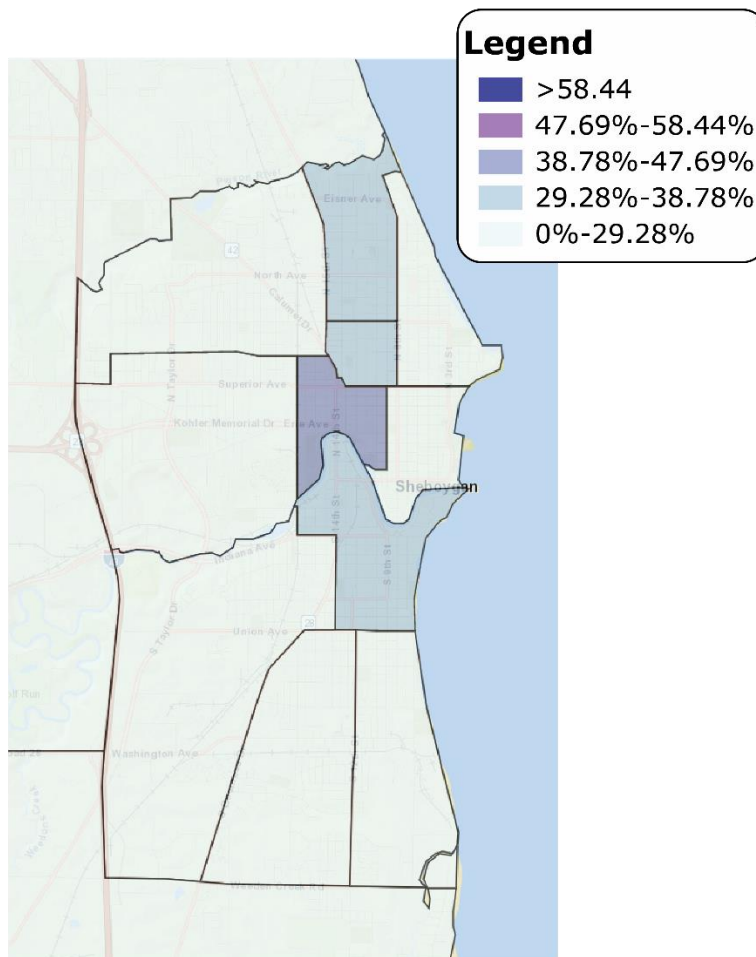
The inability to find suitable and quality affordable housing is a difficult challenge for many households. The need for Section 8 Rent Assistance Vouchers far exceeds the available resources.

### *Vacancy Rates*

Housing vacancy rates in the United States — both for homeowner and rental housing — are at or near historic lows, according to the U.S. Census Bureau's recently released Housing Vacancy Survey (HVS). Vacancy rates for rental housing are lower than at any point during the 35-year period from 1985 until the start of the COVID-19 pandemic in early 2020. The vacancy rate for homeowner housing is lower than at any point from 1980 until early 2020. Both rental and homeowner vacancy rates decreased between 2009 and 2019 as the nation recovered from the foreclosure crisis. Housing supply then tightened further during the COVID-19 pandemic. Sheboygan is no different. In 2020 the City of Sheboygan had a 3.3% rental vacancy rate and a 1.1 homeowner vacancy rate. This low rate of vacancy does not provide enough housing units for residents to have adequate choices for housing in their price range that fits their needs.

Map 4 illustrates which census tracts in the City that have a housing cost burden, spending more than 30% of their household incomes on housing expenses. The tracts in the central part of the City are spending the most on rent.

**Map 4: Percent of Households with a Housing Cost Burden<sup>22</sup>**



### **Impediment #3: Poor Credit, Lack of Credit History and Lack of Financial Literacy**

Poor credit history, whether incurred by personal choices or circumstances beyond a person's control, can hinder a person's access to housing. Persons new to this country, specifically those who speak Hmong, often have not established the credit required to obtain a prime mortgage or rental housing. In addition, both housing industry and advocacy representatives suggest that some African Americans do not have an established relationship with a conventional bank or financial institution and/or have sufficient credit histories. These situations do not make these groups any less likely to

<sup>22</sup> Source: data.census.gov

be able to responsibly take on a mortgage; however, these situations do make it difficult for lenders to use conventional underwriting guidelines to give them a mortgage and give lenders a seemingly legitimate excuse to deny the loan. Also, many landlords use an applicant's credit history as a part of the tenant selection process. Those persons without a good credit history may be ineligible for some housing options.

#### **Impediment #4: Transit Commuting Difficult to Some Surrounding Areas**

Shoreline Metro provides limited routes to outlying communities which limits transit-dependent residents from living in certain neighboring communities, specifically the Town of Sheboygan. This is an impediment because it limits where these residents choose to live and/or work. Hours of operation limitations affecting 2<sup>nd</sup> and 3<sup>rd</sup> shift employees, and employees who work on Sundays, are also a concern.

#### **Impediment #5: Racial/Ethnic Segregation and Linguistic Isolation**

##### *Segregation*

Legal but discriminatory housing practices created segregated and unequal neighborhoods and communities in all parts of the country, including Sheboygan. Although housing discrimination is no longer legal, residential segregation persists due to long-standing housing patterns, current and historic institutional barriers and economic disparities.

As noted previously, almost all of the minority population in Sheboygan County is located in the City of Sheboygan with most of the residential minority concentration in the central part of the City. The reasons for this racial/ethnic segregation in Sheboygan are no different than those reasons established by researchers for other American cities: (1) housing costs are lower in the areas in which minorities have concentrated; (2) some families may choose to live in neighborhoods that have other families of the same race or ethnicity; or (3) discriminatory practices on the part of various actors (real estate professionals, lenders, rental agents or homeowners insurance brokers) in the housing industry. While segregation and minority concentration are not as serious in Sheboygan as they are in larger urban areas like Milwaukee and Detroit, it is important to recognize their existence now before the long term effects and costs of segregation start to impact Sheboygan, as they have in Milwaukee and elsewhere.

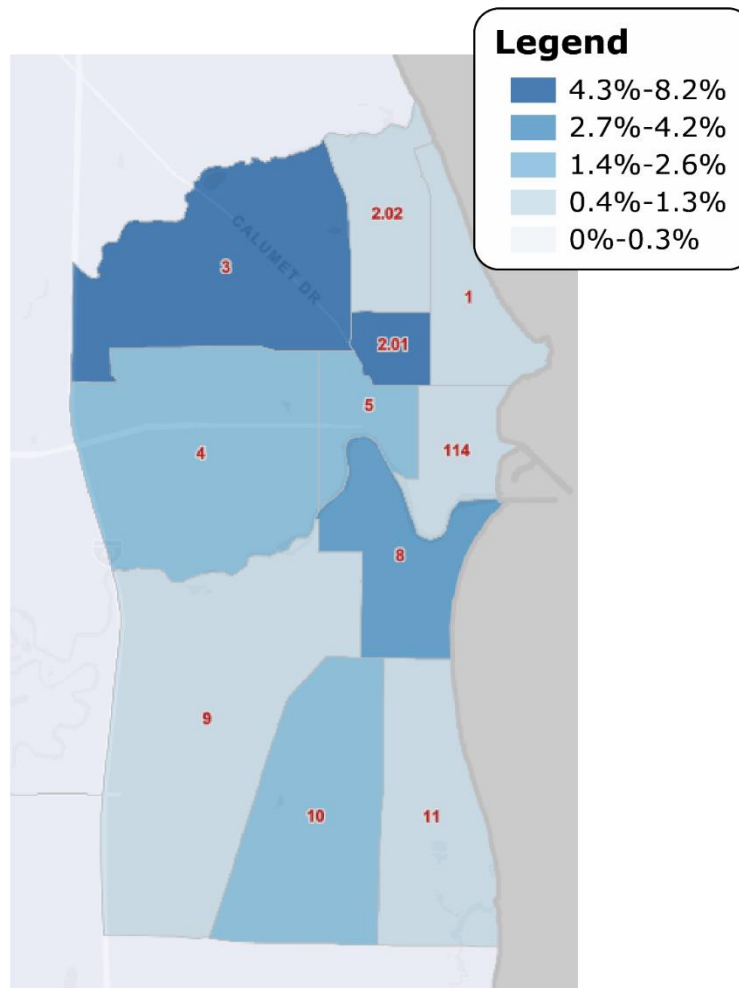
##### *Linguistic Isolation*

A household in which no one in the household speaks English well is *linguistically isolated*. Linguistic isolation hinders a person's ability to integrate economically, academically and socially into our society and has stranded many non-English speakers in low-wage menial jobs.

As shown on Map 5, there are two census tracts in which the linguistic isolation exists in 4.3%-8.2% of the households. A population that does not speak English well will have specific housing impediments related to communicating effectively with a rental agent, real estate agent, mortgage lender or

insurance agent. This shows a need for fair housing education targeted in several languages, most importantly in Spanish and Hmong.

**Map 5: Linguistic Isolation in the City of Sheboygan<sup>23</sup>**



## **Impediment #6: Fair Housing Rights Information**

There is no evidence that fair housing rights are being publicized or marketed in an effective way, and there is no phone number specifically for fair housing questions/complaints listed in the Sheboygan telephone directory. No files or other fair housing complaint details were received by the City of Sheboygan in the last five years. Neither the City Attorney's office nor the Department of City Development maintained records of complaints filed under the City's fair housing ordinance. In

<sup>23</sup> Source: data.census.gov

addition, neither entity had records of fair housing actions initiated against the City, a company or corporation within the City. This evidences the lack of access or knowledge about Sheboygan's Fair Housing Ordinance. Frequency of fair housing complaints represents only a fraction of the frequency of housing discrimination. The absence of complaints may be due to the public's unfamiliarity with the fair housing laws/ordinance and the weak protections the law offers, how the City of Sheboygan can assist them, as well as the subtle nature of housing discrimination.

## *Federal and State Impediments*

While the City of Sheboygan is not directly involved in these Federal and State impediments, it is essential to address them because they impact the City's ability to "affirmatively further fair housing" as required by HUD. In addition, it is important the City address these impediments in order to develop recommendations and local responses, as warranted.

### **Impediment #7: Section 8 Housing Choice Vouchers Availability**

As mentioned previously, cuts in funding to the Section 8 program impedes local communities' ability to assist their population in finding quality, affordable housing.

### **Impediment #8: No Infrastructure between Medicare/Medicaid and Section 8**

Researchers and practitioners have demonstrated repeatedly that people with severe disabilities living in institutions can live successfully in the community. To succeed, they need decent, safe, and affordable housing as well as access to the supports and services they want and need to live as independently as possible. Unfortunately, as mentioned earlier, people with disabilities are disproportionately poor – particularly those individuals who must rely on Supplemental Security Income. For low-income people with disabilities, affordable housing means subsidized housing that is either developed or rented through government housing programs.

## *Private Market Impediments*

Private market impediments are obstacles to fair housing in the housing production, mortgage lending, homeowner's insurance, and rental and home sales markets. Though Sheboygan is limited in its ability to directly address private market impediments, it can take a leadership role in bringing these issues to the public's attention. The following discussion identifies several private market impediments that must be addressed.

## **Impediment #9: Housing Producers**

Housing production in the private market is based on incentives that are usually monetary. Subsequently, one of the impediments to fair housing in housing production is attributed to a lack of programs that provide such incentives to these developers.

### *Accessibility: Not enough rental and for sale units being produced*

The percentage of population by age that experience a disability is disproportionately higher in aging and senior housing holds. Wisconsin DOA projections show that there will be a 68% increase in those age 65+ by 2040 in Sheboygan County. It is likely the City will see a similar increase. A 2007 study by Smith et. al. published in the Journal of the American Planning Association projects that due to the aging population, 21% of all households will have at least one disabled resident in 2050.

### *Affordability: Not enough affordable housing units being produced*

Lack of affordable housing, both private and subsidized, is an impediment to low-income populations. Because low income persons are more likely to be people of color, persons with a disability, elderly or families with children, this is a fair housing concern. As mentioned previously, constructing any type of affordable housing requires numerous subsidies. Currently, 25.84% of Sheboygan households (5,335 households) pay 30% or more of their income for rent.

### *Unit Size: Lack of large units*

A lack of larger units is a fair housing impediment because it impacts at least two protected class groups – families (with children and extended), as well as minority households, many of which tend to be larger. The dearth of these larger units also affects families who are low-income, as they do not have the range of choices available to them, as families with higher income do. The result of this impediment is also overcrowded housing, primarily among new immigrant families who may be doubling up, have larger families, or be living as an extended family with several generations under one roof. As discussed in a previous section, these issues are of increasing importance in Sheboygan.

## **Impediment #10: Mortgage Lending**

### *Discrimination in the Lending Market*

Discrimination in mortgage lending prevents or impedes home seekers from obtaining the financing normally required to purchase a home. Racial discrimination in the home loan industry can be based either on the race of the loan seeker or on the racial composition of the neighborhood in which the home being purchased is located. This latter form of discrimination is commonly referred to as mortgage redlining.

Discrimination in the home loan industry can take several forms including: outright denial of a loan; discouraging a loan seeker from applying; less favorable rates and terms; long processing times; and

exclusionary underwriting guidelines. Loan policies can also have a discriminatory effect on minorities when qualifying standards are more stringent than warranted to secure a loan. Discrimination can also occur externally to the lending institution itself, specifically, in the appraisal of the home; in the underwriting of private mortgage insurance, and in the practices and procedures of the secondary loan market. The lack of loan origination offices in minority and central city areas is also a form of redlining, which can lead to disparate impact.

### *Lack of Spanish/Hmong-speaking lenders*

For non-English speaking persons new to this country or for persons more comfortable speaking another language, obtaining a home mortgage can be particularly difficult. Because non-English speaking persons seeking a mortgage often have to rely on their children or other family members to translate, errors and misunderstandings are more likely to occur.

### *Lack of flexible underwriting to accommodate persons with no credit history*

Persons new to this country have not the established credit typically required to obtain a prime mortgage. In addition, many people of color do not have a business relationship with a conventional bank or financial institution. These situations may complicate the ability for members of these groups to obtain a mortgage, even if they are otherwise qualified and creditworthy. Such situations may make it more challenging for lenders to use conventional underwriting guidelines, thus creating an obstacle to homeownership. This impediment to fair housing must be addressed by more flexibility in underwriting guidelines, as will be discussed in the Recommendations Section of this report.

## **Impediment #11: Housing Sales and Rental Markets**

A major impediment to housing choice is discrimination in the sale and rental of housing. Racial discrimination remains the major form of discrimination in the housing market and there is evidence that despite legislation and enforcement efforts, it has not diminished. Moreover, discrimination in the housing market is seen as the major contributor to residential racial segregation.

It is difficult to assess the severity of the problem of discrimination in the sale of homes in Sheboygan on the basis of the number of complaints that have been reported to the City or fair housing enforcement agencies. Typically, most people who are denied housing or offered unfavorable terms because of discrimination do not realize that discrimination has occurred. In other cases, people may be aware or suspect discrimination, but they may not know where to file a complaint, do not feel that it will be remedied, or do not want to be confrontational. In other cases, people may feel vulnerable and fear retaliation by a housing provider.

### *Lack of Spanish and Hmong-speaking real estate brokers*

It is essential for non-English speaking, or limited English speaking persons to have access to housing professionals who are bi- or multilingual. This assures that all home seekers are afforded the same

information and service when purchasing housing. With the burgeoning Hmong and Spanish-speaking populations in Sheboygan, it is important to ensure an equal level of service be available to alleviate this impediment to fair housing choice.

## **Recommendations**

The most critical element of the Analysis of Impediments to Fair Housing is the *Recommendations* that are provided for local communities to address and remedy the barriers identified. This section should be used as a starting point for the City to develop and implement a comprehensive fair housing action plan. The format of this section replicates the format found in the Impediments Section.

### **Recommendation #1: Devote Resources to a Comprehensive Review of Section 15.26 of the City of Sheboygan's Ordinances: Community Living Arrangements (CLA)**

The City should partner with disability advocacy groups, such as the Wisconsin Coalition for Advocacy and other Independent Living Centers to review and analyze the Community living Arrangements section of their zoning ordinance. The language should be reviewed in terms of future legal implications and potential liability of the City, as advocates have successfully challenged similar municipal ordinances elsewhere as violations of the Federal Fair Housing Act.

### **Recommendation #2: Facilitate the Production of Affordable and Accessible Housing**

There are already laws in place that makes sure housing is accessible. The City should enforce these laws to ensure accessible housing construction. In addition to the construction of accessible housing, the City should continue to implement the Housing Rehabilitation program which allows for accessibility improvements to housing units.

### **Recommendation #3: Increase Education and Outreach about Fair Housing Issues and Resources**

The City of Sheboygan must actively *affirmatively further fair housing* by making sure its residents are informed and educated on their fair housing rights and how to file a claim.

#### *Research and Encourage Fair Housing Service Providers*

The City should research service provider options to provide fair housing services such as: conducting housing discrimination complaint intake, case management, investigation and legal referral services to victims of discrimination; investigations of systemic forms of illegal discrimination; and outreach and education throughout the community.

#### *Increase knowledge and awareness of fair housing rights and procedures*

The City should create a concise packet of information on fair housing, along with a complaint form that can be used to file a claim with the City of Sheboygan. Include the state and federal complaint forms in



the packet (see Appendix C). This packet should be easily viewable on the City's website. It should also be available to all different housing and service providers. The packet should also be available in English, Spanish and Hmong.

### *Increase Outreach to Linguistically Isolated and Bilingual Communities*

The City should facilitate the formation of a partnership with organizations such as the Hmong Mutual Assistance Association that serve non-English speaking or limited English-speaking persons, to develop a pro-active approach to reaching these linguistically isolated populations. The City should also work particularly with agencies that have relationships with the Hmong and Hispanic communities to develop an outreach plan. One important aspect of this plan would be to evaluate and devise methods by which the City communicates with non-English speaking residents about housing issues. Overall, this plan should assess both the immediate and long-term needs of the community and create strategies to address them. In addition, the City should work towards hiring bilingual employees, particularly in departments that most often work with the public.

### *Streamline the City's Discrimination Complaint Process*

The City should draft an internal memo outlining instructions for all City employees as to how to deal with a fair housing complaint. The City should also create an intake form that outlines the process, and should offer this form with the educational packet described above. The complaint process and the forms described above should be readily available via a link on the City's website.

### *Provide Training for City Staff and Elected Officials*

The staff of the City Council and appropriate City departments should be trained and familiarized with the recommendations of this document, the City's Fair Housing Ordinance, the City's obligation to "affirmatively further fair housing" and how to facilitate referrals of fair housing and fair lending inquiries.

### **Recommendation #4: Continue Landlord Training**

The City should continue to offer landlord training to landlords to increase knowledge about Fair Housing Law. Twice a year the City hosts a landlord training seminar which, in part, teaches landlords about fair housing issues. It discusses how to implement fair and legal practices of tenant screening along with the benefits. Additionally, the training teaches about the legal rights and responsibility for both landlords and tenants and a local Attorney who specializes in Landlord/Tenant law is available to answer questions. Training should include busting myths about the Section 8 Voucher program and about people who are part of housing assistance programs.

### **Recommendation #5: Continue to Utilize Appropriate Financing Mechanisms to Produce Accessible Housing and Affordable Housing**

The City of Sheboygan partners with housing developers to create affordable and accessible housing. Ongoing efforts should continue to be made to utilize available, appropriate financing mechanisms, such

as Tax Incremental Financing (TIF) to increase the production of affordable housing units and accessible housing units for persons with disabilities. For instance, TIF approval evaluation criteria could prioritize residential development projects that include accessible housing. Partnerships with local community development groups and affordable housing developers should be established to research creative ways to produce and finance affordable housing.

### *Federal and State Recommendations*

#### **Recommendation #6: Advocate for Changes in State and Federal Programs to Expand Affordable Housing Options**

##### *Advocate for Additional Section 8 Housing Choice Vouchers*

The City of Sheboygan should facilitate a meeting with local HUD officials, as well as Wisconsin's US Senators and Representatives, to discuss the adverse impact of recent HUD actions. Specifically, these discussions should emphasize the deleterious effects of the HUD budget cuts and administrative changes within the Section 8 Voucher Program on the City and its residents. The City of Sheboygan should advocate for additional Section 8 Vouchers or alternative means to meet the need of low-income residents.

##### *Advocate for Affordable Housing Production Resources*

The City of Sheboygan should facilitate a meeting with state and federal elected officials to advocate for additional financing resources to build affordable housing, particularly for extremely low-income persons. The City should also research successful models of affordable housing production in other communities for possible replication in the City of Sheboygan.

##### *Advocate for the Creation of a Smoother Infrastructure between Medicare/Medicaid and Section 8*

Many persons with disabilities who desire to move out of nursing care facilities lack the financial resources to make such a transition. The City should meet with representatives of HUD and the Department of Health and Human Services to explore options that would allow those persons, desiring to do so, to move out of nursing care facilities and be integrated into the community.

### *Private Market Recommendations*

#### **Recommendation #7: Advocate for Open and Inclusive Real Estate and Rental Markets**

The City of Sheboygan should advocate for more open and inclusive home rental and sales markets by working with the housing industry and appropriate State departments to accomplish the following:

- Initiate regular training of members of various real estate professional organizations, apartment owners' associations, building owners and managers, rental-housing providers, local newspapers and other members of the housing industry to ensure all members have the most

up-to-date information on fair housing laws, procedures, regulations and issues. These training sessions should also be designed to increase awareness and sensitivity to fair housing advocacy.

- Encourage greater efforts on the part of the real estate and rental industries to hire and train minority and bilingual real estate and rental professionals.
- Increase efforts by the Wisconsin Department of Regulations and Licensing to prevent and discourage discrimination by licensees. This would mean a greater willingness by the State to use license suspension and revocation powers to prevent and discourage discrimination.
- Initiate public/private work-sharing agreements between government and private enforcement advocacy organizations to conduct ongoing systemic testing of the industry to monitor and assure compliance with fair housing laws.
- Encourage more active support by the real estate and rental industries for affirmative programs designed to promote integrated residential patterns.
- Encourage more active participation by providers of rental housing in local rent assistance programs to expand location choice for low-income and minority residents.

### **Recommendation #8: Improve Access of Minority and Low-Income Applicants to Home Mortgages**

There are a number of ways in which minority and low-income loan seekers could obtain greater access to home mortgages, as follows:

- Lenders should adopt a pro-integrative component in their lending programs. Without this component, well-intentioned programs targeting lower income census tracts or borrowers may only serve to exacerbate patterns of racially segregated housing in Sheboygan.
- Lenders need to become more responsive to the needs of all the neighborhoods that they claim to serve. This means locating offices in lower income neighborhoods, having loan originators interact with local citizens and community organizations and participating in programs that will benefit low-income and minority communities, such as the Federal Home Loan Bank's Affordable Housing Program.
- Additional mortgage products are needed that include innovative rate structures, lower down payments and credit provisions for low-income families and immigrant families with no credit history.
- Special loan programs should be more heavily marketed in the lower income and minority neighborhoods. These programs also need to be marketed more creatively through a variety of mediums.
- Housing counseling services for low-income families should be coordinated between the various housing counseling organizations to ensure consistent and uniform information is provided. Counseling service topics should be expanded to include skill development for home seekers to include risk reduction and accident prevention information. This can help improve credit and debt ratios in order to meet the qualifying standards required by lenders.
- Methods need to be explored to work with the secondary market and private mortgage insurance (PMI) companies to tailor programs to the needs of Sheboygan.

- Testing of lenders should be ongoing to monitor compliance with fair lending and fair housing laws, for the same reasons as stated in the previous section.
- Increase efforts by the Wisconsin Department of Financial Institutions to prevent and discourage discrimination by lenders and brokers. This would mean a greater willingness by the State to use license suspension and revocation powers to prevent and discourage discrimination
- Training programs for loan officers should be expanded to assure they are knowledgeable about fair lending requirements and sensitive to community needs.
- There needs to be an expansion of second review programs for minorities who are rejected.

## Appendix A

### Chapter 46 FAIR HOUSING

#### ARTICLE I. IN GENERAL

##### Sec. 46-1. Definitions.

The words, terms and phrases used in this chapter shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Age* means an individual's status as having obtained 40 or more years of age.

*Board* means the city plan commission.

*Committee* means the city licensing, hearing, and public safety committee.

*Complainant* means a person who files a complaint alleging discrimination in housing.

*Disability* means a physical or mental impairment that substantially limits one or more major life activities, a record of having such an impairment or being regarded as having such an impairment. Disability does not include the current illegal use of a controlled substance, as defined in Wis. Stats. § 961.01(4), or a controlled substance analog, as defined in Wis. Stats. § 961.01(4m), unless the individual is participating in a supervised drug rehabilitation program.

*Discriminate, discrimination, or discriminatory* means any act, policy or practice that, regardless of intent, has the effect of segregating, excluding, treating a person or class of persons unequally in a manner described in section 46-3 or 46-4, or subjecting any person to differential treatment as a result of that person's actual or perceived race, color, religion, national origin, sex, sexual orientation, gender identity, age, disability, marital status, familial status, or veteran status.

*Dwelling unit* means a structure or that part of a structure that is used or intended to be used as a home, residence or sleeping place by one person or by two or more persons who are maintaining a common household, to the exclusion of all others.

*Family* includes one natural person.

*Family status* means any of the following conditions that apply to a person seeking to rent or purchase housing or to a member or prospective member of the person's household regardless of the person's marital status:

- (1) A person is pregnant.
- (2) A person has a past, current, or prospective status as parent or legal guardian to a child or children below the age of 18 who may or may not reside with that person.
- (3) A person is in the process of securing sole or joint legal custody, periods of physical placement or visitation rights of a minor child.
- (4) A person's household includes one or more minor or adult relatives.
- (5) A person's household includes one or more adults or minor children in his or her legal custody or physical placement or with whom he or she has visitation rights.
- (6) A person's household includes one or more adults or minor children placed in his or her care under a court order, under a guardianship or with the written permission of a parent or other person having legal custody of the adult or minor child.

*Gender identity* means the actual or perceived gender-related identity, expression, appearance, or mannerisms, or other gender-related characteristics of an individual, regardless of the individual's designated sex at birth.

*Hearing* means a hearing under the jurisdiction of the board, except where otherwise indicated.

*Housing* means any improved property, or any portion thereof, including a mobile home as defined in Wis. Stats. § 101.91(10), manufactured home, as defined in Wis. Stats. § 101.91(2), or condominium, that is used or occupied, or is intended, arranged or designed to be used or occupied, as a home or residence. Housing includes any vacant land that is offered for sale or rent for the construction or location thereon of any building, structure or portion thereof that is used or occupied, or is intended, arranged or designed to be used or occupied, as a home or residence.

*Housing for older persons* has the meaning as defined by federal or state law.

*Marital status* means a person's past, current, or prospective status as single, married, domestically partnered, in a civil union, divorced, or widowed.

*National origin* means a person's or his or her ancestor's place of origin.

*Place of public resort, accommodation, assemblage, or amusement* means any place, store, or other establishment that supplies accommodations, goods, or services to the general public, or that solicits or accepts the patronage or trade of the general public, or that is supported directly or indirectly by government funds.

*Probable cause* means reasonable grounds to believe that one or more persons has, may have, or may be violating one or more provisions of this chapter.

*Religion* means all aspects of world view, ground motive, philosophical presupposition, commitment, faith, belief, religious observance, and religious practice.

*Respondent* means the person accused in a complaint of discrimination in housing filed with the board.

*Sexual orientation* has the meaning given in Wis. Stats. § 111.32(13m).

*Status as a victim of domestic abuse, sexual assault, or stalking* means the status of a person who is seeking to rent or purchase housing or of a member or prospective member of the person's household having been, or being believed by the lessor or seller of housing to be, a victim of domestic abuse, as defined in Wis. Stats. § 813.12(1)(am), sexual assault under Wis. Stats. §§ 940.225, 948.02, or 948.025, or stalking under Wis. Stats. § 940.32.

*Veteran status* means an individual's status as one who served in the active military, naval, or air service of any current or former sovereign nation.

(Ord. No. 50-12-13, § 1, 3-18-13; Ord. No. 39-16-17, § 28, 4-5-17; Ord. No. 25-20-21, § 1, 12-7-20 )

## **Sec. 46-2. Declaration of policy.**

It is declared to be the policy of the city, pursuant to the United States Constitution and state constitution, Wis. Stats. §§ 66.1011 and 106.50, and also its power to protect the public health, safety and general welfare that all persons are entitled to fair and equal access to housing and to be free of all forms of discrimination, regardless of their actual or perceived sex, gender identity, race, color, religion, age, ancestry, marital status, family status, veteran status, status as a victim of domestic abuse, sexual assault, or stalking, lawful source of income, national origin, disability, or sexual orientation. To that end the city enacts this chapter, which prohibits any person, not exempted in this chapter, from discriminating against any other person by impairing to any degree access to any housing or housing accommodations on the basis of their actual or perceived sex, gender identity, race, color, religion, age, ancestry,

marital status, family status, veteran status, status as a victim of domestic abuse, sexual assault, or stalking, lawful source of income, national origin, disability, or sexual orientation and creates a board with the power and duty to enforce equal opportunity in housing for all citizens of the city.

(Ord. No. 50-12-13, § 1, 3-18-13; Ord. No. 25-20-21, § 2, 12-7-20 )

### **Sec. 46-3. Discrimination prohibited.**

(a) It is unlawful for any person to discriminate:

- (1) By refusing to sell, rent, finance or contract to construct housing or by refusing to negotiate or discuss the terms thereof.
- (2) By refusing to permit inspection or exacting different or more stringent price, terms or conditions for the sale, lease, financing or rental of housing.
- (3) By refusing to finance or sell an unimproved residential lot or to construct a home or residence upon such lot.
- (4) By advertising in a manner that indicates discrimination by a preference or limitation.
- (5) For a person in the business of insuring against hazards, by refusing to enter into, or by exacting different terms, conditions or privileges with respect to, a contract of insurance against hazards to a dwelling.
- (6) By refusing to renew a lease, causing the eviction of a tenant from rental housing or engaging in the harassment of a tenant.
- (7) In providing the privileges, services or facilities that are available in connection with housing.
- (8) By falsely representing that housing is unavailable for inspection, rental or sale.
- (9) By denying access to, or membership or participation in, a multiple listing service or other real estate service.
- (10) By coercing, intimidating, threatening or interfering with a person in the exercise or enjoyment of, or on account of his or her having exercised or enjoyed, a right granted or protected under this section, or with a person who has aided or



encouraged another person in the exercise or enjoyment of a right granted or protected under this section.

- (11) In making available any of the following transactions, or in the terms or conditions of such transactions, for a person whose business includes engaging in residential real estate-related transaction:
  - a. The making or purchasing of loans or the provision of other financial assistance for purchasing, constructing, improving, repairing or maintaining housing or the making or purchasing of loans or the provision of other financial assistance secured by residential real estate.
  - b. Selling, brokering or appraising residential real property.
- (12) By otherwise making unavailable or denying housing.
- (b) No person may induce or attempt to induce a person to sell or rent housing by representations regarding the present or prospective entry into the neighborhood of a person of a particular economic status or a member of a protected class, or by representations to the effect that such present or prospective entry will or may result in any of the following:
  - (1) The lowering of real estate values in the area concerned.
  - (2) A deterioration in the character of the area concerned.
  - (3) An increase in criminal or antisocial behavior in the area concerned.
  - (4) A decline in the quality of the schools or other public facilities serving the area.

(Ord. No. 50-12-13, § 1, 3-18-13)

**Sec. 46-4. Discrimination against persons with disabilities prohibited.**

- (a) *Types of discrimination prohibited.* In addition to discrimination prohibited under section 46-3, no person may do any of the following:
  - (1) Segregate, separate, exclude or treat unequally in the sale or rental of, or otherwise make unavailable or deny, housing to a buyer or renter because of a disability of that buyer or renter, a disability of a person residing in or intending

to reside in that housing after it is sold, rented or made available or a disability of a person associated with that buyer or renter.

- (2) Segregate, separate, exclude or treat unequally a person in the terms, conditions or privileges of sale or rental of housing, or in the provision of services or facilities in connection with such housing, because of a disability of that person, a disability of a person residing in or intending to reside in that housing after it is sold, rented or made available or a disability of a person associated with that person.
  - (3) Refuse to permit, at the expense of a person with a disability, reasonable modification of existing housing that is occupied, or is to be occupied, by such a person if the modifications may be necessary to afford the person full enjoyment of the housing, except that in the case of rental housing the landlord may, where it is reasonable to do so, condition permission for a modification on the tenant's agreement to restore the interior of the housing to the condition that existed before the modification, other than reasonable wear and tear. The landlord may not increase any customarily required security deposit. Where it is necessary to ensure that funds will be available to pay for the restorations at the end of the tenancy, the landlord may negotiate as part of a restoration agreement a requirement that the tenant pay into an interest-bearing escrow account, over a reasonable period, a reasonable amount of money not to exceed the cost of the restorations. The interest in any such account shall accrue to the benefit of the tenant. If escrowed funds are not used by the landlord for restorations, they shall be returned to the tenant.
  - (4) Refuse to make reasonable accommodations in rules, policies, practices or services that are associated with the housing, when such accommodations may be necessary to afford the person equal opportunity to use and enjoy housing, unless the accommodation would impose an undue hardship on the owner of the housing.
- (b) *Animals assisting persons with disabilities.*
- (1) If an individual's vision, hearing or mobility is impaired, it is discrimination for a person to refuse to rent or sell housing to the individual, cause the eviction of the individual from housing, require extra compensation from an individual as a condition of continued residence in housing or engage in the harassment of the

individual because he or she keeps an animal that is specially trained to lead or assist the individual with impaired vision, hearing or mobility if all of the following apply:

- a. Upon request, the individual shows to the lessor, seller or representative of the condominium association credentials issued by a school recognized by the department as accredited to train animals for individuals with impaired vision, hearing or mobility.
  - b. The individual accepts liability for sanitation with respect to, and damage to the premises caused by, the animal.
- (2) Subdivision (1) does not apply in the case of the rental of owner-occupied housing if the owner or a member of his or her immediate family occupying the housing possesses and, upon request, presents to the individual a certificate signed by a physician which states that the owner or family member is allergic to the type of animal the individual possesses.
- (c) *Design and construction of covered multifamily housing.* In addition to discrimination prohibited under paragraphs (a) and (b) and section 46-3, no person may design or construct covered multifamily housing, as defined in Wis. Stats. § 101.132(1)(d), unless it meets the standards specified in Wis. Stats. § 101.132(2)(a)1. to 4. In addition, no person may remodel, as defined in Wis. Stats. § 101.132(1)(h), housing with three or more dwelling units unless the remodeled housing meets the standards specified in Wis. Stats. § 101.132(2)(a)1. to 4. as required under Wis. Stats. § 101.132(2)(b)1., 2. or 3., whichever is applicable.

(Ord. No. 50-12-13, § 1, 3-18-13)

**Sec. 46-5. Exemptions and exclusions.**

- (a) Nothing in this chapter shall prohibit discrimination based on age or family status with respect to housing for older persons.
- (b) Nothing in this chapter shall prohibit a person from exacting different or more stringent terms or conditions for financing housing based on the age of the individual applicant for financing if the terms or conditions are reasonably related to the individual applicant.

- (c) Nothing in this chapter shall prohibit the development of housing designed specifically for persons with disabilities and preference in favor of persons with disabilities in relation to such housing.
- (d) Nothing in this chapter requires that housing be made available to an individual whose tenancy would constitute a direct threat to the safety of other tenants or persons employed on the property or whose tenancy would result in substantial physical damage to the property of others, if the risk of direct threat or damage cannot be eliminated or sufficiently reduced through reasonable accommodations. A claim that an individual's tenancy poses a direct threat or a substantial risk of harm or damage must be evidenced by behavior by the individual that caused harm or damage, that directly threatened harm or damage, or that caused a reasonable fear of harm or damage to other tenants, persons employed on the property, or the property. No claim that an individual's tenancy would constitute a direct threat to the safety of other persons or would result in substantial damage to property may be based on the tenant's status as a victim of domestic abuse, sexual assault, or stalking.
- (e) It is not discrimination based on status as a victim of domestic abuse, sexual assault, or stalking for a landlord to bring an action for eviction of a tenant based on a violation of the rental agreement or of a statute that entitles the landlord to possession of the premises, unless paragraphs (1) or (2) applies. A tenant has a defense to an action for eviction brought by a landlord if the tenant proves by a preponderance of the evidence that the landlord knew or should have known any of the following:
  - (1) That the tenant is a victim of domestic abuse, sexual assault, or stalking and that the basis for the action for eviction is conduct that related to the commission of domestic abuse, sexual assault, or stalking by a person who was not the invited guest of the tenant.
  - (2) That the tenant is a victim of domestic abuse, sexual assault, or stalking, that the basis for the action for eviction is conduct that related to the commission of domestic abuse, sexual assault, or stalking by a person who was the invited guest of the tenant, and that the tenant has done one of the following:
    - a. Sought an injunction under Wis. Stats. §§ 813.12, 813.122, 813.123, or 813.125 enjoining the person from appearing on the premises.
    - b. Upon receiving notice under Wis. Stats. § 704.17, provided a written statement to the landlord indicating that the person will no longer be an

invited guest of the tenant and has not subsequently invited the person to be a guest of the tenant.

- (f) It is not discrimination based on family status to comply with any reasonable federal, state or local government restrictions relating to the maximum number of occupants permitted to occupy a dwelling unit.
- (g) (1) Subject to paragraph (2), nothing in this chapter applies to a decision by an individual as to the person with whom he or she will, or continues to, share a dwelling unit, as defined in Wis. Stats. § 101.71(2) except that dwelling unit does not include any residence occupied by more than five persons.
  - (2) Any advertisement or written notice published, posted or mailed in connection with the rental or lease of a dwelling unit under paragraph (1) may not violate subsection (2)(d), 42 USC 3604(c), or any rules or regulations promulgated under this chapter or 42 USC 3601 to 3619, except that such an advertisement or written notice may be for a person of the same sex as the individual who seeks a person to share the dwelling unit for which the advertisement or written notice is placed.
- (h) Nothing in this chapter prohibits an owner or agent from requiring that a person who seeks to buy or rent housing supply information concerning family status, and marital, financial, and business status but not concerning race, color, disability, sexual orientation, gender identity, ancestry, national origin, religion, creed, status as a victim of domestic abuse, sexual assault, or stalking.
- (i) A person may not be held personally liable for monetary damages for a violation of section 46-3 or 46-4 if the person reasonably relied, in good faith, on the application of the exemption under this section relating to housing for older persons. For purposes of this paragraph, a person may show reasonable reliance, in good faith, on the application of the exemption under this section relating to housing for older persons only if the person shows all of the following:
  - (1) That he or she has no actual knowledge that the housing is not or will not be eligible for the exemption.
  - (2) That the owner of the housing has stated formally, in writing, that the housing complies with the requirements for the exemption.

- (j) Nothing in this chapter prohibits any religious or denominational institution or organization, or any charitable or educational organization which is operated, supervised or controlled by or in connection with a religious organization, from limiting admission or giving preference to persons of the same religion or denomination, or from making such selection as is reasonably necessary for such organizations to promote the religious principles for which it is established or maintained.
- (k) Nothing in this chapter shall limit the applicability of any reasonable local, state, or federal restrictions regarding the maximum number of occupants permitted to occupy a dwelling, structure, unit, or property.
- (l) Nothing in this chapter shall apply to a single occupancy room provided that the owner permanently resides in the same structure.

(Ord. No. 50-12-13, § 1, 3-18-13; Ord. No. 25-20-21, § 3, 12-7-20 )

**Secs. 46-6—46-40. Reserved.**

## ***ARTICLE II. POWERS AND DUTIES***

### **Sec. 46-41. Administration—Powers and duties.**

- (a) The purposes and provisions of this chapter shall be administered by the plan commission and, where necessary, the city attorney.
- (b) In administering this chapter, the plan commission shall have the power and duty to:
  - (1) Adopt, amend, publish and modify any and all administrative policies and procedures as may, from time to time, be necessary, useful, helpful, or desirable in the administration and/or enforcement of this chapter;
  - (2) Appoint such number and types of employees, agents and staff, subject to a table of organization and budget approval by the common council, as are necessary to promote the purposes of this chapter and/or the administration and/or enforcement of this chapter, and prescribe their duties;
  - (3) Receive, initiate and investigate complaints alleging any discrimination or discriminatory practice prohibited by this chapter if the complaint is filed with

the board not later than one year after the alleged discrimination occurred or terminated;

- (4) Appoint, from time to time, subject to a table of organization and/or budget approval by the common council, one or more investigators to gather facts, evidence and information, and otherwise investigate complaints, and/or one or more mediators who initially shall seek a settlement agreeable to both the complainant and the respondent by means of information conferences or other meetings or means;
- (5) Refer settlement agreements to the city attorney for approval as to form;
- (6) If necessary, hold hearings after efforts at settlement, based on complaints made against any person and a determination of probable cause; administer oaths and take testimony; compel the production of books, papers and any other documents relating to any matters involved in the complaint; and subpoena witnesses and compel their attendance. If a witness either fails or refuses to obey a subpoena issued by the board, the board may order attendance. At any time after it has issued such an order, the board may petition a court of competent jurisdiction for its enforcement;
- (7) Issue, after hearing, such final orders as are necessary to promote the purpose of this chapter;
- (8) Issue temporary orders effective for a maximum of 20 days, absent extraordinary circumstances, restraining the respondent from taking any action that would tend to render ineffective or unenforceable any order which the board might issue;
- (9) Refer orders to the city attorney to be enforced by him in the name of the city;
- (10) Except as provided in Wis. Stats. §§ 19.31, et seq., or 106.50, make available to the public, in writing, copies of:
  - a. Transcripts of all of its proceedings except initial settlement efforts by its mediators;
  - b. All temporary and final orders; and
  - c. All decisions and opinions rendered.

No publicity, however, shall be given a complaint in those cases where the board obtains compliance with this chapter or the board finds that the complaint is without foundation;

- (11) Require a written report of the manner of compliance with any final order it may issue; and
- (12) Recommend to the mayor and common council any legislation necessary to further promote the purposes of this chapter and file annual written reports of its work to the mayor and common council.

(Ord. No. 50-12-13, § 1, 3-18-13; Ord. No. 39-16-17, § 29, 4-5-17)

**Secs. 46-42—46-65. Reserved.**

### ***ARTICLE III. ENFORCEMENT PROCEDURES***

#### **Sec. 46-66. Complaint.**

- (a) The board may receive and investigate a complaint charging a violation of section 46-3 or 46-4 if the complaint is filed with the board not later than one year after the alleged discrimination occurred or terminated.
- (b) The complaint shall include a written statement of the essential facts constituting the discrimination that is charged, and shall be signed by the complainant.
- (c) A complaint filed under this chapter may be amended or withdrawn at any time with and subject to the approval of the board or its designated agent and under such terms as the board or agent shall direct.
- (d) Upon the filing of a lawful, timely, and otherwise proper complaint, the board or its designated agent shall serve a copy of the complaint upon the respondent. The copy of the complaint, together with a notice directing the respondent to respond in writing to the allegations in the complaint within 20 days after the date of the notice shall be served upon the respondent by certified mail, return receipt requested. The notice will further state that, if the respondent fails to answer the complaint in writing, the board will make an initial determination as to whether the discrimination has occurred based only on the board's investigation and the information supplied by the complainant.



- (e) The board may dismiss the complaint if the complainant fails to respond to the board within 20 days from the date of mailing of any correspondence from the board concerning the complaint, if the board's correspondence requests a response and if the correspondence is sent by certified mail, return receipt requested, to the last known address of the complainant.

(Ord. No. 50-12-13, § 1, 3-18-13)

**Sec. 46-67. Investigation and finding of probable cause.**

- (a) The board or its designated agent shall investigate all complaints that allege a violation of this chapter and that are timely filed. The board or its designated agent may subpoena persons or documents for the purpose of investigation.
- (b) At the conclusion of the investigation of the allegations, the board or its designated agent shall make a determination as to whether probable cause exists to believe that discrimination has occurred or is about to occur.
- (c) If a determination is made that there is no probable cause to believe discrimination in violation of this chapter has been or is being committed, the complainant shall be afforded an opportunity to appeal such decision to the full plan commission. If the full board decides there is no probable cause, the complainant may appeal to either:
  - (1) A court of competent jurisdiction for the county in which the alleged discrimination took place; or
  - (2) A court of competent jurisdiction for the county in which the property or property interest in question is located.
- (d) If a determination is made that there is probable cause to believe discrimination in violation of this chapter has been or is being committed, an agent designated by the plan commission shall endeavor, by means of conference, conciliation or persuasion, to eliminate the alleged discrimination or discriminatory practice.

(Ord. No. 50-12-13, § 1, 3-18-13; Ord. No. 39-16-17, § 30, 4-5-17)

**Sec. 46-68. Hearing on failure to settle.**

When efforts at settlement have failed to eliminate the discrimination or discriminatory practice alleged by the complainant under this chapter, the plan commission shall promptly

cause to be issued a notice of a hearing before a hearing examiner, acting as an agent of the board, to determine the merits of the complaint.

(Ord. No. 50-12-13, § 1, 3-18-13; Ord. No. 39-16-17, § 31, 4-5-17)

**Sec. 46-69. Findings of examiner.**

- (a) Under this chapter, in all hearings before an examiner, except those for determining probable cause, the burden of proof is on the party alleging discrimination.
- (b) If, after hearing and on the basis of the official record made therein, the examiner finds by a fair preponderance of the evidence that the respondent has engaged in or is engaged in any discrimination prohibited by this chapter, he shall make and recommend to the plan commission written findings of fact and conclusions thereon and shall recommend such action to be taken by the respondent and, where necessary, by the complainant, as will affect the purposes of this chapter by eliminating the discrimination found.
- (c) Damages and penalties.
  - (1) If the hearing examiner finds that a respondent has engaged in or is about to engage in a discriminatory act prohibited under section 46-3 or 46-4, the hearing examiner shall promptly issue an order for such relief as may be appropriate, which may include economic and non-economic damages suffered by the aggrieved person, regardless of whether he or she intervened in the action, and injunctive or other equitable relief. The hearing examiner may not order punitive damages.
  - (2) In addition to any damages ordered under paragraph (1), the hearing examiner may assess a forfeiture against a respondent who is not a natural person in an amount not exceeding \$10,000.00, unless the respondent who is not a natural person has been adjudged to have committed any prior discriminatory act under section 46-3 or 46-4. If a respondent who is not a natural person has been adjudged to have committed one other discriminatory act under section 46-3 or 46-4 during the preceding five-year period, based on the offense date of the prior discriminatory act, the hearing examiner may assess a forfeiture in an amount not exceeding \$25,000.00. If a respondent who is not a natural person has been adjudged to have committed two or more prior discriminatory acts under section 46-3 or 46-4 during the preceding seven-year period, based on the

offense date of the prior discriminatory act, the hearing examiner may assess a forfeiture in an amount not exceeding \$50,000.00.

- (3) In addition to any damages ordered under paragraph (1), the hearing examiner may assess a forfeiture against a respondent who is a natural person in an amount not exceeding \$10,000.00, unless the respondent who is a natural person has been adjudged to have committed any prior discriminatory act under section 46-3 or 46-4. If a respondent who is a natural person has been adjudged to have committed one other prior discriminatory act under section 46-3 or 56-4 based on an offense date that is before September 1, 1992, the hearing examiner may assess a forfeiture in an amount not exceeding \$25,000.00. If a respondent who is a natural person has been adjudged to have committed two or more prior discriminatory acts under section 46-3 or 46-4 based on an offense date that is before September 1, 1992, the hearing examiner may assess a forfeiture in an amount not exceeding \$50,000.00.
- (d) Attorney fees and costs. The hearing examiner may allow a prevailing complainant reasonable attorney fees and costs.
- (e) A certified copy of such recommended findings, conclusions and orders, together with a summary of the findings of fact, shall be sent to the last known addresses of the complainant and the respondent by certified mail with return receipts requested.
- (f) If, within 30 days following the mailing of the hearing examiner's decision, the board does not receive notice of appeal, the findings, conclusions and orders of the examiner shall be the findings, conclusions and orders of the board.

(Ord. No. 50-12-13, § 1, 3-18-13; Ord. No. 39-16-17, § 32, 4-5-17)

#### **Sec. 46-70. Appeal from examiner's findings.**

Under this chapter, if within 30 days following the mailing of the examiner's decision, the complainant or respondent serves notice of appeal, such appeal may be had to the full plan commission. The board shall have the power to affirm, reverse or modify the determination of the hearing examiner. After final determination by the board, either party may appeal by certiorari to a court of competent jurisdiction. In the alternative, either party may receive a trial de novo on all issues relating to any alleged discrimination and a further right to a trial by jury.

(Ord. No. 50-12-13, § 1, 3-18-13; Ord. No. 39-16-17, § 33, 4-5-17)

**Sec. 46-71. Transfer of proceedings.**

At any time after a finding of probable cause under this chapter, the plan commission, with appropriate notice to the complainant and respondent, may transfer the proceedings to itself.

(Ord. No. 50-12-13, § 1, 3-18-13; Ord. No. 39-16-17, § 34, 4-5-17)

**Sec. 46-72. Judicial enforcement.**

Whenever, in the judgment of the plan commission, judicial enforcement of a board order is necessary to enforce this chapter, the board shall in writing request the city attorney to commence proceedings in a court of competent jurisdiction to enforce such orders in the name of the city. Upon receipt of any such request, the city attorney shall have the duty to seek enforcement of such orders in a court of competent jurisdiction.

(Ord. No. 50-12-13, § 1, 3-18-13; Ord. No. 39-16-17, § 35, 4-5-17)

**Sec. 46-73. Remedies.**

(a) The plan commission shall have the power and duty, after investigation and hearing, to issue and implement such orders as may be necessary to effect the purposes of this chapter. Such orders may include the following:

- (1) Cease and desist orders;
- (2) Affirmative action by the respondent and, where necessary, by the complainant; and
- (3) Any other orders which may be necessary to effect the purpose of this chapter.

(b) Any of the orders of the board shall be stayed during the period in which any appeal may be taken and during the pendency of any appeal.

(Ord. No. 50-12-13, § 1, 3-18-13; Ord. No. 39-16-17, § 36, 4-5-17)

## Appendix B

**MINUTES  
SHEBOYGAN COMMISSION ON FAIR HOUSING PRACTICES  
Wednesday April 12, 2006 @ 7:00 p.m.**

**Members Present:** Alderperson Marilyn Montemayor, Vue Yang, Dan Castro, Mary Keittel, Cory Salchert

**Others:** Susan Hart, Steve McLean

- ☐ Alderperson Montemayor called the meeting to order at 7:00 p.m.
- ☐ Minutes of March 21 reviewed by Committee. Motion by Yang, second by Keittel to approve. Motion carries.
- ☐ Discussion on the Makini Johnson issue. Susan Hart explained that she had talked to Dean Bogenschuetz, a member of the Housing Authority Board of Directors, and that they had decided to invite members of this committee to their next meeting; but he did not know when it was. Motion by Castro, second by Yang to hold until further information is gathered. Motion carries.
- ☐ Discussion on Erica Rodriguez's concerns with landlord Gary Kaker. Attorney McLean reported that he had called St. Vincent de Paul, but they were unable to provide information about the money distributed to Mr. Kaker such as which church wrote the check, or even if a check had been written. Also, St. Vincent had not been able to reach Ms. Rodriguez. Motion by Castro, second by Yang to held until more information is provided. Motion carries.
- ☐ No new business.
- ☐ It was decided to hold off on scheduling the next meeting until we receive needed information about Makini Johnson & Erica Rodriguez.
- ☐ Motion to Adjourn by Yang, second by Castro, motion carries.

Submitted by Susan Hart

## Appendix C

### HOUSING DISCRIMINATION INFORMATION

Departamento de Vivienda y Desarrollo Urbano    Oficina de Derecho Equitativo a la Vivienda  
U.S. Department of Housing and Urban Development    Office of Fair Housing and Equal Opportunity

**Instructions:** (Please type or print) Read this form carefully. Try to answer all questions. If you do not know the answer or a question does not apply to you, leave the space blank. You have one year from the date of the alleged discrimination to file a complaint. Your form should be signed and dated.

Your Name

Your Address

City

State

Zip Code

Best time to call

Your Daytime Phone No

Evening Phone No

Who else can we call if we cannot reach you?

Contact's Name

Best Time to call

Daytime Phone No

Evening Phone No

Contact's Name

Best Time to call

Daytime Phone No

Evening Phone No

What happened to you?

How were you discriminated against?

For example: were you refused an opportunity to rent or buy housing? Denied a loan? Told that housing was not available when in fact it was? Treated differently from others seeking housing?

State briefly what happened.

## HOUSING DISCRIMINATION INFORMATION

Departamento de Vivienda y Desarrollo Urbano    Oficina de Derecho Equitativo a la Vivienda  
U.S. Department of Housing and Urban Development    Office of Fair Housing and Equal Opportunity

### 2 Why do you think you are a victim of housing discrimination?

Is it because of your:

• race • color • religion • sex • national origin • familial status (families with children under 18) • disability?

For example: were you denied housing because of your race? Were you denied a mortgage loan because of your religion? Or turned down for an apartment because you have children?

Briefly explain why you think your housing rights were denied and circle the factor(s) listed above that you believe apply.

Who do you believe discriminated against you?

For example: was it a landlord, owner, bank, real estate agent, broker, company, or organization?

Identify who you believe discriminated against you.

Name

Address

### 4 Where did the alleged act of discrimination occur?

For example: Was it at a rental unit? Single family home? Public or Assisted Housing? A Mobile Home?

Did it occur at a bank or other lending institution?

Provide the address.

Address

City

State

Zip Code

### 5 When did the last act of discrimination occur?

Enter the date

\_\_\_\_/\_\_\_\_/\_\_\_\_

Is the alleged discrimination continuing or ongoing?

Yes No

☐☐

Signature

Date

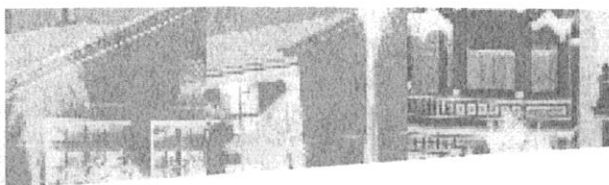
Send this form to HUD or to the fair housing agency nearest you. If you are unable to complete this form, you may call that office directly. See address and telephone listings on back page.



# City of Sheboygan: Analysis of Impediments to Fair Housing

2022

Item 9.



## It is Unlawful to Discriminate in Housing Based on These Factors...

- Race
- Color
- National origin
- Religion
- Sex
- Familial status (families with children under the age of 18, or who are expecting a child)
- Handicap (if you or someone close to you has a disability)

## If You Believe Your Rights Have Been Violated...

- HUD or a State or local fair housing agency is ready to help you file a complaint.
- After your information is received, HUD or a State or local fair housing agency will contact you to discuss the concerns you raise.

Detach here. Fold and close with glue or tape (no staples)

Keep this information for your records.

Date you mailed your information to HUD:

\_\_\_\_/\_\_\_\_/\_\_\_\_

Address to which you sent the information:

Office

Telephone

Street

City

State

Zip Code

If you have not heard from HUD or a State or local fair housing agency within three weeks from the date you mailed this form, you may call to inquire about the status of your complaint. See address and telephone listings on back page.



## Appendix D

### It is Illegal To:

- Refuse to sell or rent to someone because of his or her status in a group protected by fair housing law.
- Advertise or state a preference that discriminates against protected individuals or families.
- Impose unreasonable limits when or where children can play.
- Unfairly restrict or charge fees to someone who uses a wheelchair or support animal for his or her disability.
- Fail to enforce rules against discrimination-based harassment among residents in an apartment or multi-family building.
- Threaten or interfere with anyone taking action to protect his or her housing rights or anyone who helps them do so.
- Refuse to make reasonable accommodations or refuse to allow reasonable modifications for a person with a disability.



### If You Feel You are Being Treated Unfairly, Take the Following Steps:

- Contact the Department of City Development, 828 Center Ave. Sheboygan, WI 53081, 920-459-3377.
- Document the problem by writing down what was said during meetings and phone calls with the landlord, property manager, real estate agent, loan officer or insurance agent. Keep detailed records of what happens afterwards.
- Save copies of any documents involving your home, such as receipts, lease agreements, applications forms, business cards, or correspondence between you and your landlord or bank.
- If you are considering filing a complaint, don't delay. A complaint must be filed with HUD, the State of Wisconsin, Department of Workforce, Equal Rights Division, or the City of Sheboygan within a year of the most recent discriminatory act. You also have the right under the Fair Housing Act to file a private lawsuit in Federal District Court within two years of the incident for violations of federal protections.



## Fair Housing Guide



**Department of City Development**  
**828 Center Ave, Suite 208**  
**Sheboygan, WI 53081**



# City of Sheboygan: Analysis of Impediments to Fair Housing 2022

A home is more than a house or an apartment; it is a valuable asset you want to protect. It is where you spend your life, become part of the community, and plant your roots.

Some people are treated differently because of individual factors that should not count, such as race, disability, or religion. Fair Housing Laws help protect your rights to access housing and live where you choose, free from discrimination.

The Federal Fair Housing Act of 1968, its amendments in 1988, and all related federal, state, and local laws are designed to guarantee open housing opportunities for all. As well as protect people from discrimination in housing transactions such as rental, sales, lending, and insurance.

Fair Housing is the right to choose a home free from unlawful discrimination. It means you have the right to select the housing that is best for your needs, with no outside preferences or stereotypes being imposed.



**In Sheboygan it is illegal to discriminate against someone due to their:**

Protected Classes	Federal	State	Local
Race	X	X	X
Color	X	X	X
Religion	X	X	X
Sex	X	X	X
National Origin	X	X	X
Disability/Handicap	X	X	X
Familial Status	X	X	X
Sexual Orientation		X	X
Marital Status		X	X
Ancestry		X	X
Public Assistance/Lawful Source of Income/Economic Status		X	X
Age		X	X
Status of a Victim of Domestic Abuse, sexual abuse, or stalking		X	X
Veteran's Status			X
Disabled Veteran's Status			
Gender Identity			X

*The Fair Housing Act requires all "covered multifamily dwellings" designed and constructed for first occupancy after March 13, 1991, to be readily accessible to and usable by persons with disabilities.*

## HOW TO Recognize Housing Discrimination:

Housing discrimination today is rarely blatant but it still exists. Listen for the phrases below – they could be warning signs of discrimination:

- "We don't rent to more than two people for a two-bedroom apartment."
- "We don't rent to people who don't have a job, even if you get disability benefits."
- "I'm sorry, but I can't work with your translator."
- "You can't build a ramp for access to the building, it will violate building codes."
- "This is a Christian community. You might not feel comfortable wearing those clothes here."
- "We just rented the apartment." But the unit still is available the next day.
- "Your son and daughter can't share a bedroom."
- "Children can only live on the first floor, this is an old building and their little feet make lots of noise."
- "Do you think you can afford this neighborhood?" or "You would not be happy in this neighborhood."

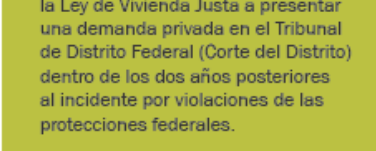
## Es ilegal:

- Negarse a vender o alquilar a alguien debido a su estado en un grupo protegido por la ley de vivienda justa.
- Anunciar o expresar una preferencia que discrimina a las personas o familias protegidas.
- Imponer límites irrazonables cuando o donde los niños pueden jugar.
- Restringir o cobrar tarifas injustamente a alguien que use una silla de ruedas o un animal de apoyo por su discapacidad.
- No hacer cumplir las reglas contra el acoso por discriminación entre los residentes de un apartamento o edificio multifamiliar.
- Amenazar o interferir con cualquier persona que tome medidas para proteger sus derechos de vivienda o con cualquier persona que le ayude a hacerlo.
- Negarse a hacer adaptaciones razonables o negarse a permitir modificaciones razonables para una persona con discapacidad.



## Si Usted siente que lo están tratando injustamente, siga los siguientes pasos:

- Comuníquese con la Ciudad de Sheboygan, 828 Center Ave. Sheboygan, WI 53081, 920-459-3377.
- Documente el problema escribiendo lo que se dijo durante las reuniones y llamadas telefónicas con el propietario, administrador de la propiedad, agente de bienes raíces, oficial de préstamos o agente de seguros. Mantenga registros detallados de lo que sucede después.
- Guarde copias de cualquier documento relacionado con su hogar, como recibos, contratos de arrendamiento, formularios de solicitud, tarjetas de presentación o correspondencia entre usted y el propietario o el banco.
- Si está considerando presentar una queja, no se demore. Se debe presentar una queja ante HUD, el estado de Wisconsin, el Departamento de Fuerza Laboral, la División de Igualdad de Derechos o la Ciudad de Sheboygan dentro de un año del acto discriminatorio más reciente.
- También tiene derecho en virtud de la Ley de Vivienda Justa a presentar una demanda privada en el Tribunal de Distrito Federal (Corte del Distrito) dentro de los dos años posteriores al incidente por violaciones de las protecciones federales.



## Guía de Vivienda Justa



**Departamento de Desarrollo  
de la Ciudad**  
828 Center Ave, Suite 208  
Sheboygan, WI 53081



# City of Sheboygan: Analysis of Impediments to Fair Housing 2022

Un hogar es más que sola una casa o un apartamento; es un activo valioso que se desea proteger. Es donde pasas tu vida, te vuelves parte de la comunidad y siembras tus raíces.

Algunas personas son tratadas de manera diferente debido a factores individuales que no deberían ser tomados en cuenta, como la raza, la discapacidad o la religión. Las Leyes de Vivienda Justa le ayudan a proteger sus derechos de acceso a una vivienda y de vivir donde usted elija, libre de discriminación.

La Ley Federal de Vivienda Justa de 1968, sus enmiendas en 1988 y todas las leyes federales, estatales y locales relacionadas, están diseñadas para garantizar oportunidades de vivienda abiertas para todos. Además de proteger a las personas de la discriminación en transacciones de vivienda como alquiler, ventas, préstamos y seguros.

Vivienda Justa es el derecho a elegir un hogar libre de discriminación ilegal. Significa que tiene derecho a seleccionar la vivienda que mejor se adapte a sus necesidades, sin que se impongan preferencias ni estereotipos externos.



## En Sheboygan es ilegal discriminar a alguien debido a su:

Clases Protegidas	Federal	Estatal	Local
Raza	X	X	X
Color	X	X	X
Religión	X	X	X
Sexo	X	X	X
Nacionalidad de Origen	X	X	X
Discapacidad/ Handicap	X	X	X
Condición Civil (Situación Familiar)	X	X	X
Orientación Sexual		X	X
Situación Marital		X	X
Ascendencia (Antepasados)		X	X
Asistencia Pública/ Legalidad/Fuente de Ingresos/ Situación Económica		X	X
Edad		X	X
Situación de Víctima de Abuso Doméstico/Abuso Sexual/Acoso		X	X
Situación de Veterano			X
Situación de Veterano Incapacitado			
Identidad de género			X

La Ley de Equidad de Vivienda requiere la "cobertura de viviendas multifamiliares" sean diseñadas y construidas para su primera ocupación después del 13 de marzo de 1991, sean fácilmente accesibles y utilizables por personas con discapacidades.

## Cómo Reconocer Discriminación en la Vivienda:

La discriminación en la vivienda hoy en día rara vez flagrante (obvia), pero aún existe. Escuche las frases a continuación: podrían ser señales de advertencia de discriminación:

- "No alquilamos a más de dos personas por un apartamento de dos habitaciones".
- "No alquilamos a personas que no tienen trabajo, incluso si usted recibe beneficios por discapacidad".
- "Lo siento, pero no puedo trabajar con su traductor".
- "No se puede construir una rampa para acceder al edificio, violará los códigos de construcción".
- "Esta es una comunidad cristiana. Puede que no te sientas cómodo vistiendo esa ropa aquí".
- "Acabamos de alquilar el apartamento". Pero la unidad todavía está disponible al día siguiente.
- "Su hijo y su hija no pueden compartir una habitación".
- "Los niños solo pueden vivir en el primer piso, este es un edificio antiguo y sus pequeños pies hacen mucho ruido".
- "¿Crees que puedes pagar este vecindario?" o "No serías feliz en este vecindario".

## Appendix E

# Title VI Notice of Rights City of Sheboygan

The City of Sheboygan operates its programs and services without regard to race, color, national origin, sex, disability, or age in accordance with Title VI of the Civil Rights Act of 1964 and other state and federal laws. If you believe you have been subjected to discrimination in violation of state or federal law, you may file a written complaint with the City. Depending on the nature of your claim, you may also be able to file a complaint with a state or federal agency or with a state or federal court. For more information or to obtain a copy of the City's Title VI complaint procedures, contact:

City of Sheboygan  
Attn: Title VI Coordinator  
828 Center Avenue, Suite 103  
Sheboygan, WI 53081  
920-459-3361  
[TitleVIComplaint@sheboyganwi.gov](mailto:TitleVIComplaint@sheboyganwi.gov)

► Click [HERE](#) to download the complaint form.

If the complainant is unable to write a complaint, a representative of the complainant may file the complaint on the complainant's behalf. Complaints must be filed within 180 calendar days of the alleged incident.

## Appendix F

# Fair Housing Notice of Rights

The Federal Fair Housing Act of 1968, its amendments in 1988, and all related federal, state, and local laws are designed to guarantee open housing opportunities for all. As well as protect people from discrimination in housing transactions such as rental, sales, lending, and insurance. Fair housing is the right to choose a home free from unlawful discrimination. It means you have the right to select housing that is best for your needs, with no outside preferences or stereotypes being imposed.

To file a fair housing complaint, please use the Title VI complaint form by clicking [here](#) and send to [TitleVIComplaint@sheboyganwi.gov](mailto:TitleVIComplaint@sheboyganwi.gov)

To view the Fair Housing Guide in English ([click here](#)), in Spanish ([click here](#)).

If information is needed in another language or an alternative format, please call 920-459-3361.

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VIII

R. C. No. 162 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE.  
February 6, 2023.

Your Committee to whom was referred Res. No. 127-22-23 by Alderpersons Mitchell and Filicky-Peneski approving and adopting the Amendment to the City of Sheboygan 457(b) Deferred Compensation Plan for the CARES Act; recommends adopting the Resolution.

_____	_____
_____	_____
_____	_____
	Committee

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

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

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

Res. No. 127 - 22 - 23. By Alderpersons Mitchell and Filicky-Peneski.  
January 16, 2023.

A RESOLUTION approving and adopting the Amendment to the City of Sheboygan 457(b) Deferred Compensation Plan for the CARES Act.

WHEREAS, the City of Sheboygan has previously provided for provision of a Deferred Compensation Plan for its employees pursuant to Section 457(b) of the Internal Revenue Code; and

WHEREAS, there is a need to amend said Plan in light of changes to such plans contained in the Federal CARES Act.

NOW, THEREFORE, BE IT RESOLVED: That the attached Amendment to the City of Sheboygan 457(b) Deferred Compensation Plan is hereby approved and adopted.

BE IT FURTHER RESOLVED: That the Finance Director is hereby authorized and directed to execute and deliver the Amendment to the Plan Administrator and to take any and all actions as it may deem necessary to effectuate this resolution.

*F&P*

*[Signature]*  
\_\_\_\_\_  
*R. Filicky-Peneski*  
\_\_\_\_\_

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

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

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



# ADOPTION AGREEMENT FOR ELIGIBLE GOVERNMENTAL 457 PLAN

The undersigned Employer, by executing this Adoption Agreement, establishes an Eligible 457 Plan ("Plan"). The Employer, subject to the Employer's Adoption Agreement elections, adopts fully the Plan provisions. This Adoption Agreement, the basic plan document and any attached Appendices, amendments, or agreements permitted or referenced therein, constitute the Employer's entire plan document. *All "Election" references within this Adoption Agreement or the basic plan document are Adoption Agreement Elections. All "Article" or "Section" references are basic plan document references. Numbers in parentheses which follow election numbers are basic plan document references.* Where an Adoption Agreement election calls for the Employer to supply text, the Employer may lengthen any space or line, or create additional tiers. When Employer-supplied text uses terms substantially similar to existing printed options, all clarifications and caveats applicable to the printed options apply to the Employer-supplied text unless the context requires otherwise. The Employer makes the following elections granted under the corresponding provisions of the basic plan document.

**1. EMPLOYER (1.11).**

Name: City of Sheboygan, WI

Address: 828 Center Ave., STE 204  
Street

Sheboygan Wisconsin 53081-4442  
City State Zip

Telephone: (920) 459-4000

Taxpayer Identification Number (TIN): 39-6005599

**2. PLAN NAME.**

Name: City of Sheboygan 457(b) Deferred Compensation Plan

**3. PLAN YEAR (1.25).** Plan Year means the 12 consecutive month period (except for a short Plan Year) ending every (Choose one of a. or b. and choose c. if applicable): [Note: Complete any applicable blanks under Election c. with a specific date, e.g., "June 30" OR "the last day of February" OR "the first Tuesday in January." In the case of a Short Plan Year or a Short Limitation Year, include the year, e.g., "May 1, 2013."] ]

- a. ☒ **December 31.**
- b. ☐ **Plan Year:** ending: \_\_\_\_\_.
- c. ☐ **Short Plan Year:** commencing: \_\_\_\_\_ and ending: \_\_\_\_\_.

**4. EFFECTIVE DATE (1.08).** The Employer's adoption of the Plan is a (Choose one of a. or b. Complete c. if new plan OR complete c. and d. if an amendment and restatement. Choose e. if applicable):

- a. ☐ **New Plan.**
- b. ☒ **Restated Plan.** The Plan is a substitution and amendment of an existing 457 plan.

**Initial Effective Date of Plan**

- c. ☒ March 12, 2010 (enter month day, year; hereinafter called the "Effective Date" unless 4d is entered below)

**Restatement Effective Date** (If this is an amendment and restatement, enter effective date of the restatement.)

- d. ☒ November 22, 2022 (enter month day, year)

**Special Effective Dates: (optional)**

- e. ☐ **Describe:** \_\_\_\_\_.

**5. CONTRIBUTION TYPES.** (If this is a frozen Plan (i.e., all contributions have ceased), choose a. only):

**Frozen Plan**

- a. ☐ **Contributions cease.** All Contributions have ceased or will cease (Plan is frozen).
1. **Effective date of freeze:** \_\_\_\_\_ [Note: Effective date is optional unless this is the amendment or restatement to freeze the Plan.]

**Contributions.** The Employer and/or Participants, in accordance with the Plan terms, make the following Contribution Types to the Plan (Choose one or more of b. through d. if applicable):

- b. ☒ **Pre-Tax Elective Deferrals.** The dollar or percentage amount by which each Participant has elected to reduce his/her Compensation, as provided in the Participant's Salary Reduction Agreement (Choose one or more as applicable.):

And will Matching Contributions be made with respect to Elective Deferrals?

1. ☐ Yes. See Question 16.

2. ☒ No.

And will Roth Elective Deferrals be made?

3. ☒ Yes. [Note: The Employer may not limit Deferrals to Roth Deferrals only.]

4. ☐ No.

c. ☐ **Nonelective Contributions.** See Question 17.

d. ☒ **Rollover Contributions.** See Question 30.

6. **EXCLUDED EMPLOYEES (1.10).** The following Employees are Excluded Employees and are not eligible to participate in the Plan (Choose one of a. or b.):

a. ☒ **No exclusions.** All Employees are eligible to participate.

b. ☐ **Exclusions.** The following Employees are Excluded Employees (Choose one or more of 1. through 4.):

1. ☐ **Part-time Employees.** The Plan defines part-time Employees as Employees who normally work less than \_\_\_\_\_ hours per week.

2. ☐ **Hourly-paid Employees.**

3. ☐ **Leased Employees.** The Plan excludes Leased Employees.

4. ☐ **Specify:** \_\_\_\_\_.

7. **INDEPENDENT CONTRACTOR (1.16).** The Plan (Choose one of a., b. or c.):

a. ☒ **Participate.** Permits Independent Contractors to participate in the Plan.

b. ☐ **Not Participate.** Does not permit Independent Contractors to participate in the Plan.

c. ☐ **Specified Independent Contractors.** Permits the following specified Independent Contractors to participate:

[Note: If the Employer elects to permit any or all Independent Contractors to participate in the Plan, the term Employee as used in the Plan includes such participating Independent Contractors.]

8. **COMPENSATION (1.05).** Subject to the following elections, Compensation for purposes of allocation of Deferral Contributions means:

**Base Definition** (Choose one of a., b., c. or d.):

a. ☒ Wages, tips and other compensation on Form W-2.

b. ☐ Code §3401(a) wages (wages for withholding purposes).

c. ☐ 415 safe harbor compensation.

d. ☐ Alternative (general) 415 Compensation.

[Note: The Plan provides that the base definition of Compensation includes amounts that are not included in income due to Code §§401(k), 125, 132(f)(4), 403(b), SEP, 414(h)(2), & 457. Compensation for an Independent Contractor means the amounts the Employer pays to the Independent Contractor for services, except as the Employer otherwise specifies below.]

**Modifications to Compensation definition.** The Employer elects to modify the Compensation definition as follows (Choose one of e. or f.):

e. ☒ **No modifications.** The Plan makes no modifications to the definition.

f. ☐ **Modifications** (Choose one or more of 1. through 5.):

1. ☐ **Fringe benefits.** The Plan excludes all reimbursements or other expense allowances, fringe benefits (cash and noncash), moving expenses, deferred compensation and welfare benefits.

2. ☐ **Elective Contributions.** [1.05(E)] The Plan excludes a Participant's Elective Contributions.

3. ☐ **Bonuses.** The Plan excludes bonuses.
4. ☐ **Overtime.** The Plan excludes overtime.
5. ☐ **Specify:** \_\_\_\_\_.

**Compensation taken into account.** For the Plan Year in which an Employee first becomes a Participant, the Plan Administrator will determine the allocation of matching and nonelective contributions by taking into account *(Choose one of g. or h.):*

- g. ☐ **Plan Year.** The Employee's Compensation for the entire Plan Year. *(N/A if no matching or nonelective contributions)*
- h. ☐ **Compensation while a Participant.** The Employee's Compensation only for the portion of the Plan Year in which the Employee actually is a Participant. *(N/A if no matching or nonelective contributions)*

9. **POST-SEVERANCE COMPENSATION (1.05(F)).** Compensation includes the following types of Post-Severance Compensation paid within any applicable time period as may be required *(Choose one of a. or b.):*

- a. ☐ **None.** The Plan does not take into account Post-Severance Compensation as to any Contribution Type except as required under the basic plan document.
- b. ☒ **Adjustments.** The following Compensation adjustments apply *(Choose one or more):*
  1. ☒ **Regular Pay.** Post-Severance Compensation will include Regular Pay and it will apply to all Contribution Types.
  2. ☒ **Leave-Cashouts.** Post-Severance Compensation will include Leave Cashouts and it will apply to all Contribution Types.
  3. ☒ **Nonqualified Deferred Compensation.** Post-Severance Compensation will include Deferred Compensation and it will apply to all Contribution Types.
  4. ☐ **Salary Continuation for Disabled Participants.** Post-Severance Compensation will include Salary Continuation for Disabled Participants and it will apply to all Contribution Types.
  5. ☐ **Differential Wage Payments.** Post-Severance Compensation will include Differential Wage Payments (military continuation payments) and it will apply to all Contribution Types.
  6. ☐ **Describe alternative Post-Severance Compensation definition, limit by Contribution Type, or limit by Participant group:** \_\_\_\_\_.

10. **NORMAL RETIREMENT AGE (1.20).** A Participant attains Normal Retirement Age under the Plan *(Choose one of a. or b.):*

- a. ☐ **Plan designation.** [Plan Section 3.05(B)] When the Participant attains age \_\_\_\_\_. *[Note: The age may not exceed age 70 1/2. The age may not be less than age 65, or, if earlier, the age at which a Participant may retire and receive benefits under the Employer's pension plan, if any.]*
- b. ☒ **Participant designation.** [Plan Section 3.05(B) and (B)(1)] When the Participant attains the age the Participant designates, which may not be earlier than age 65 and may not be later than age 70 1/2. *[Note: The age may not exceed age 70 1/2.]*

**Special Provisions for Police or Fire Department Employees** *(Choose c. and/or d. as applicable):*

- c. ☒ **Police department employees.** [Plan Section 3.05(B)(3)] *(Choose 1. or 2.):*
  1. ☐ **Plan designation.** [Plan Section 3.05(B)] When the Participant attains age \_\_\_\_\_. *[Note: The age may not exceed age 70 1/2 and may not be less than age 40.]*
  2. ☒ **Participant designation.** [Plan Section 3.05(B) and (B)(1)] When the Participant attains the age the Participant designates, which may not be earlier than age 40 (no earlier than age 40) and may not be later than age 70 1/2. *[Note: The age may not exceed age 70 1/2.]*
- d. ☒ **Fire department employees.** [Plan Section 3.05(B)(3)] *(Choose 1. or 2.):*
  1. ☐ **Plan designation.** [Plan Section 3.05(B)] When the Participant attains age \_\_\_\_\_. *[Note: The age may not exceed age 70 1/2 and may not be less than age 40.]*
  2. ☒ **Participant designation.** [Plan Section 3.05(B) and (B)(1)] When the Participant attains the age the Participant designates, which may not be earlier than age 40 (no earlier than age 40) and may not be later than age 70 1/2. *[Note: The age may not exceed age 70 1/2.]*

11. **ELIGIBILITY CONDITIONS (2.01).** *(Choose one of a. or b.):*

- a. ☒ **No eligibility conditions.** The Employee is eligible to participate in the Plan as of his/her first day of employment with the employer.
- b. ☐ **Eligibility conditions.** To become a Participant in the Plan, an Eligible Employee must satisfy the following eligibility conditions *(Choose one or more of 1., 2. or 3.):*
  1. ☐ **Age.** Attainment of age \_\_\_\_\_.



2. ☐ **Service.** Service requirement (*Choose one of a. or b.*):

a. ☐ **Year of Service.** One year of Continuous Service.

b. ☐ **Months of Service.** \_\_\_\_\_ month(s) of Continuous Service.

3. ☐ **Specify:** \_\_\_\_\_.

12. **PLAN ENTRY DATE (1.24).** "Plan Entry Date" means the Effective Date and (*Choose one of a. through d.*):

a. ☐ **Monthly.** The first day of the month coinciding with or next following the Employee's satisfaction of the Plan's eligibility conditions, if any.

b. ☐ **Annual.** The first day of the Plan Year coinciding with or next following the Employee's satisfaction of the Plan's eligibility conditions, if any.

c. ☒ **Date of hire.** The Employee's employment commencement date with the Employer.

d. ☐ **Specify:** \_\_\_\_\_.

13. **SALARY REDUCTION CONTRIBUTIONS (1.30).** A Participant's Salary Reduction Contributions under Election 5b. are subject to the following limitation(s) in addition to those imposed by the Code (*Choose one of a. or b.*):

a. ☒ **No limitations.**

b. ☐ **Limitations.** (*Choose one or more of 1., 2. or 3.*):

1. ☐ **Maximum deferral amount.** A Participant's Salary Reductions may not exceed: \_\_\_\_\_ (*specify dollar amount or percentage of Compensation*).

2. ☐ **Minimum deferral amount.** A Participant's Salary Reductions may not be less than: \_\_\_\_\_ (*specify dollar amount or percentage of Compensation*).

3. ☐ **Specify:** \_\_\_\_\_.

[Note: Any limitation the Employer elects in b.1. through b.3. will apply on a payroll basis unless the Employer otherwise specifies in b.3.]

**Special NRA Catch-Up Contributions (3.05).** The Plan (*Choose one of c. or d.*):

c. ☒ **Permits.** Participants may make NRA catch-up contributions.

**AND, Special NRA Catch-Up Contributions** (*Choose one of 1. or 2.*): (*N/A if no matching contributions*)

1. ☐ will be taken into account in applying any matching contribution under the Plan.

2. ☐ will not be taken into account in applying any matching contribution under the Plan.

d. ☐ **Does not permit.** Participants may not make NRA catch-up contributions.

**Age 50 Catch-Up Contributions (3.06).** The Plan (*Choose one of e. or f.*):

e. ☒ **Permits.** Participants may make age 50 catch-up contributions.

**AND, Age 50 Catch-Up Contributions** (*Choose one of 1. or 2.*): (*N/A if no matching contributions*)

1. ☐ will be taken into account in applying any matching contribution under the Plan.

2. ☐ will not be taken into account in applying any matching contribution under the Plan.

f. ☐ **Does not permit.** Participants may not make age 50 catch-up contributions.

14. **SICK, VACATION AND BACK PAY (3.02(A)).** The Plan (*Choose one of a. or b.*):

a. ☒ **Permits.** Participants may make Salary Reduction Contributions from accumulated sick pay, from accumulated vacation pay or from back pay.

b. ☐ **Does Not Permit.** Participants may not make Salary Reduction Contributions from accumulated sick pay, from accumulated vacation pay or from back pay.

15. **AUTOMATIC ENROLLMENT (3.02(B)).** Does the Plan provide for automatic enrollment (*Choose one of the following*) [Note: if Eligible Automatic Contribution Arrangement (EACA), select 15c and complete Questions 31 & 32]:

a. ☒ **Does not apply.** Does not apply the Plan's automatic enrollment provisions.

- b. ☐ **Applies.** Applies the Plan's automatic enrollment provisions. The Employer as a Pre-Tax Elective Deferral will withhold \_\_\_\_\_% from each Participant's Compensation unless the Participant elects a different percentage (including zero) under his/her Salary Reduction Agreement. The automatic election will apply to *(Choose one of 1. through 3.)*:
1. ☐ **All Participants.** All Participants who as of \_\_\_\_\_ are not making Pre-Tax Elective Deferrals at least equal to the automatic amount.
  2. ☐ **New Participants.** Each Employee whose Plan Entry Date is on or following: \_\_\_\_\_.
  3. ☐ **Describe Application of Automatic Deferrals:** \_\_\_\_\_.

- c. ☐ **EACA.** The Plan will provide an Eligible Automatic Contribution Arrangement (EACA). Complete Questions 31 & 32.

16. **MATCHING CONTRIBUTIONS (3.03).** The Employer Matching Contributions under Election 5.b.1. are made as follows *(Choose one or more of a. through d.)*:

- a. ☐ **Fixed formula.** An amount equal to \_\_\_\_\_ of each Participant's Salary Reduction Contributions.
- b. ☐ **Discretionary formula.** An amount (or additional amount) equal to a matching percentage the Employer from time to time may deem advisable of each Participant's Salary Reduction Contributions.
- c. ☐ **Tiered formula.** The Employer will make matching contributions equal to a uniform percentage of each tier of each Participant's Salary Reduction Contributions, determined as follows:

**NOTE:** Fill in only percentages or dollar amounts, but not both. If percentages are used, each tier represents the amount of the Participant's applicable contributions that equals the specified percentage of the Participant's Compensation (add additional tiers if necessary):

Tiers of Contributions (indicate \$ or %)	Matching Percentage
First _____	_____ %
Next _____	_____ %
Next _____	_____ %
Next _____	_____ %

- d. ☐ **Specify:** \_\_\_\_\_.

**Time Period for Matching Contributions.** The Employer will determine its Matching Contribution based on Salary Reduction Contributions made during each *(Choose one of e. through h.)*:

- e. ☐ **Plan Year.**
- f. ☐ **Plan Year quarter.**
- g. ☐ **Payroll period.**
- h. ☐ **Specify:** \_\_\_\_\_.

**Salary Reduction Contributions Taken into Account.** In determining a Participant's Salary Reduction Contributions taken into account for the above-specified time period under the Matching Contribution formula, the following limitations apply *(Choose one of i. through l.)*:

- i. ☐ **All Salary Reduction Contributions.** The Plan Administrator will take into account all Salary Reduction Contributions.
- j. ☐ **Specific limitation.** The Plan Administrator will disregard Salary Reduction Contributions exceeding \_\_\_\_\_% of the Participant's Compensation.
- k. ☐ **Discretionary.** The Plan Administrator will take into account the Salary Reduction Contributions as a percentage of the Participant's Compensation as the Employer determines.
- l. ☐ **Specify:** \_\_\_\_\_.

**Allocation Conditions.** To receive an allocation of Matching Contributions, a Participant must satisfy the following allocation condition(s) *(Choose one of m. or n.)*:

- m. ☐ **No allocation conditions.**
- n. ☐ **Conditions.** The following allocation conditions apply to Matching Contributions *(Choose one or more of 1. through 4.)*:
  1. ☐ **Service condition.** The Participant must complete the following number of months of Continuous Service during the Plan Year: \_\_\_\_\_.



2. ☐ **Employment condition.** The Participant must be employed by the Employer on the last day of the Plan Year.
3. ☐ **Limited Severance Exception.** Any condition specified in 1. or 2. does not apply if the Participant incurs a Severance from Employment during the Plan Year on account of death, disability or attainment of Normal Retirement Age in the current Plan Year or in a prior Plan Year.
4. ☐ **Specify:** \_\_\_\_\_.

17. **NONELECTIVE CONTRIBUTIONS (1.19).** The Nonelective Contributions under Election 5.c. are made as follows: *(Choose one):*

- a. ☐ **Discretionary - Pro-Rata.** An amount the Employer in its sole discretion may determine.
- b. ☐ **Fixed - Pro Rata.** \_\_\_\_\_ % of Compensation.
- c. ☐ **Other.** A Nonelective Contribution may be made as follows:  
\_\_\_\_\_.

**Allocation Conditions. (3.08).** To receive an allocation of Nonelective Contributions, a Participant must satisfy the following allocation condition(s) *(Choose one of d. or e.):*

- d. ☐ **No allocation conditions.**
- e. ☐ **Conditions.** The following allocation conditions apply to Nonelective Contributions *(Choose one or more of 1. through 4.):*
  1. ☐ **Service condition.** The Participant must complete the following number of months of Continuous Service during the Plan Year: \_\_\_\_\_.
  2. ☐ **Employment condition.** The Participant must be employed by the Employer on the last day of the Plan Year.
  3. ☐ **Limited Severance Exception.** Any condition specified in 1. or 2. does not apply if the Participant incurs a Severance from Employment during the Plan Year on account of death, disability or attainment of Normal Retirement Age in the current Plan Year or in a prior Plan Year.
  4. ☐ **Specify:** \_\_\_\_\_.

18. **TIME AND METHOD OF PAYMENT OF ACCOUNT (4.02).** The Plan will distribute to a Participant who incurs a Severance from Employment his/her Vested Account as follows:

**Timing.** The Plan, in the absence of a permissible Participant election to commence payment later, will pay the Participant's Account *(Choose one of a. through e.):*

- a. ☐ **Specified Date.** \_\_\_\_\_ days after the Participant's Severance from Employment.
- b. ☐ **Immediate.** As soon as administratively practicable following the Participant's Severance from Employment.
- c. ☐ **Designated Plan Year.** As soon as administratively practicable in the \_\_\_\_\_ Plan Year beginning after the Participant's Severance from Employment.
- d. ☐ **Normal Retirement Age.** As soon as administratively practicable after the close of the Plan Year in which the Participant attains Normal Retirement Age.
- e. ☒ **Specify:** The Plan will commence distribution in the absence of a Participant's election to commence payment earlier, no later than the Participant's required beginning date as defined under Plan Section 4.03

**Method.** The Plan, in the absence of a permissible Participant election, will distribute the Participant's Account under one of the following method(s) of distribution *(Choose one or more of f. through j. as applicable):*

- f. ☒ **Lump sum.** A single payment.
- g. ☐ **Installments.** Multiple payments made as follows: \_\_\_\_\_.
- h. ☒ **Installments for required minimum distributions only.** Annual payments, as necessary under Plan Section 4.03.
- i. ☐ **Annuity distribution option(s):** \_\_\_\_\_.
- j. ☐ **Specify:** \_\_\_\_\_.

**Participant Election.** [Plan Sections 4.02(A) and (B)] The Plan *(Choose one of k., l. or m.):*

- k. ☐ **Permits.** Permits a Participant, with Plan Administrator approval of the election, to elect to postpone distribution beyond the time the Employer has elected in a. through e. and also to elect the method of distribution (including a method not described in f. through j. above).
- l. ☐ **Does not permit.** Does not permit a Participant to elect the timing and method of Account distribution.
- m. ☒ **Specify:** A Participant, with Plan Administrator approval of the election, may elect the method of distribution from the following choices: lump sum, installments or partial distribution

**Mandatory Distributions.** Notwithstanding any other distribution election, following Severance from Employment (*Choose n. or o.*):

- n. ☐ **No Mandatory Distributions.** The Plan will not make a Mandatory Distribution.
- o. ☒ **Mandatory Distribution.** If the Participant's Vested Account is not in excess of \$5,000 (unless a different amount selected below) as of the date of distribution, the Plan will make a Mandatory Distribution following Severance from Employment.
  - 1. ☒ **Mandatory Distribution.** If the Participant's Vested Account is not in excess of \$ 1,000 as of the date of distribution, the Plan will make a Mandatory Distribution following Severance from Employment.

**Rollovers in determination of \$5,000 threshold.** Unless otherwise elected below, amounts attributable to rollover contributions (if any) will be included in determining the \$5,000 threshold for timing of distributions, form of distributions or consent rules.

- p. ☐ Exclude rollovers (rollover contributions will be **excluded** in determining the \$5,000 threshold)

**NOTE:** Regardless of the above election, if the Participant consent threshold is \$1,000 or less, then the Administrator must include amounts attributable to rollovers for such purpose. In such case, an election to exclude rollovers above will apply for purposes of the timing and form of distributions.

19. **BENEFICIARY DISTRIBUTION ELECTIONS.** Distributions following a Participant's death will be made as follows (*Choose one of a. through d.*):

- a. ☐ **Immediate.** As soon as practical following the Participant's death.
- b. ☐ **Next Calendar Year.** At such time as the Beneficiary may elect, but in any event on or before the last day of the calendar year which next follows the calendar year of the Participant's death. (*N/A if participant is restricted*)
- c. ☒ **As Beneficiary elects.** At such time as the Beneficiary may elect, consistent with Section 4.03. (*N/A if participant is restricted*)
- d. ☐ **Describe:** \_\_\_\_\_.

[*Note: The Employer under Election 19d. may describe an alternative distribution timing or afford the Beneficiary an election which is narrower than that permitted under Election 19c., or include special provisions related to certain beneficiaries, (e.g., a surviving spouse). However, any election under Election 19d. must require distribution to commence no later than the Section 4.03 required date.*]

20. **DISTRIBUTIONS PRIOR TO SEVERANCE FROM EMPLOYMENT (4.05).** A Participant prior to Severance from Employment may elect to receive a distribution of his/her Vested Account under the following distribution options (*Choose one of a. or b.*):

- a. ☐ **None.** A Participant may not receive a distribution prior to Severance from Employment.
- b. ☒ **Distributions.** Prior to Severance from Employment are permitted as follows (*Choose one or more of 1. through 4.*):
  - 1. ☒ **Unforeseeable emergency.** A Participant may elect a distribution from his/her Account in accordance with Plan Section 4.05(A) (for the Participant, spouse, dependents or beneficiaries)
  - 2. ☒ **De minimis exception.** [Plan Section 4.05(B)] If the Participant: (i) has an Account that does not exceed \$5,000; (ii) has not made or received an allocation of any Deferral Contributions under the Plan during the two-year period ending on the date of distribution; and (iii) has not received a prior Plan distribution under this de minimis exception, then (*Choose one of a., b. or c.*):
    - a. ☒ **Participant election.** The Participant may elect to receive all or any portion of his/her Account.
    - b. ☐ **Mandatory distribution.** The Plan Administrator will distribute the Participant's entire Account.
    - c. ☐ **Hybrid.** The Plan Administrator will distribute a Participant's Account that does not exceed \$ \_\_\_\_\_ and the Participant may elect to receive all or any portion of his/her Account that exceeds \$ \_\_\_\_\_ but that does not exceed \$5,000.
  - 3. ☒ **Age 70 1/2.** A Participant who attains age 70 1/2 prior to Severance from Employment may elect distribution of any or all of his/her Account.
  - 4. ☐ **Specify:** \_\_\_\_\_.

[*Note: An Employer need not permit any in-service distributions. Any election must comply with the distribution restrictions of Code Section 457(d).*]

21. **QDRO (4.06).** The QDRO provisions (*Choose one of a., b. or c.*):

- a. ☒ **Apply.**
- b. ☐ **Do not apply.**
- c. ☐ **Specify:** \_\_\_\_\_.

22. **ALLOCATION OF EARNINGS (5.07(B)).** The Plan allocates Earnings using the following method (*Choose one or more of a. through f.*):
- a. ☒ **Daily.** See Section 5.07(B)(4)(a).
  - b. ☐ **Balance forward.** See Section 5.07(B)(4)(b).
  - c. ☐ **Balance forward with adjustment.** See Section 5.07(B)(4)(c). Allocate pursuant to the balance forward method, except treat as part of the relevant Account at the beginning of the Valuation Period \_\_\_\_\_% of the contributions made during the following Valuation Period: \_\_\_\_\_.
  - d. ☐ **Weighted average.** See Section 5.07(B)(4)(d). If not a monthly weighting period, the weighting period is \_\_\_\_\_.
  - e. ☐ **Directed Account method.** See Section 5.07(B)(4)(e).
  - f. ☐ **Describe Earnings allocation method:** \_\_\_\_\_.

[*Note: The Employer under Election 22f. may describe Earnings allocation methods from the elections available under Election 22 and/or a combination thereof as to any: (i) Participant group (e.g., Daily applies to Division A Employees OR to Employees hired after "x" date. Balance forward applies to Division B Employees OR to Employees hired on/before "x" date.); (ii) Contribution Type (e.g., Daily applies as to Discretionary Nonelective Contribution Accounts. Participant-Directed Account applies to Fixed Nonelective Contribution Accounts); (iii) investment type, investment vendor or Account type (e.g., Balance forward applies to investments placed with vendor A and Participant-Directed Account applies to investments placed with vendor B OR Daily applies to Participant-Directed Accounts and balance forward applies to pooled Accounts).*]

23. **HEART ACT PROVISIONS (1.31(C)(3)/3.13).** The Employer elects to (*Choose one of a. or b. and c. or d.*):

**Continued Benefit Accruals.**

- a. ☐ Not apply the benefit accrual provisions of Section 3.13.
- b. ☒ Apply the benefit accrual provisions of Section 3.13.

**Distributions for deemed severance of employment (1.31(C)(3))**

- c. ☒ The Plan does NOT permit distributions for deemed severance of employment.
- d. ☐ The Plan permits distributions for deemed severance of employment.

24. **VESTING/SUBSTANTIAL RISK OF FORFEITURE (5.11).** A Participant's Deferral Contributions are [*Note: If a Participant incurs a Severance from Employment before the specified events or conditions, the Plan will forfeit the Participant's non-vested Account. Caution: if a Deferral is subject to vesting schedule or other substantial risk of forfeiture, it does not count as a deferral for purposes of the annual deferral limit until the year it is fully vested.*] (*Choose all that apply of a. through d.*):

- a. ☒ **100% Vested/No Risk of Forfeiture.** Immediately Vested without regard to additional Service and no Substantial Risk of Forfeiture. The following contributions are 100% Vested:
  - 1. ☒ All Contributions. (skip to 25.)
  - 2. ☐ Only the following contributions. (select all that apply):
    - a. ☐ Salary Reduction Contributions.
    - b. ☐ Nonelective Contributions.
    - c. ☐ Matching Contributions.
- b. ☐ **Forfeiture under Vesting Schedule.** Vested according to the following:

**Contributions affected.** The following contributions are subject to the vesting schedule (*Choose one or more of 1., 2. or 3.*):

- 1. ☐ Salary Reduction Contributions.
- 2. ☐ Nonelective Contributions.
- 3. ☐ Matching Contributions.
- 4. ☐ Vesting Schedule.

Years of Service	Vested Percentage
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%



For vesting purposes, a "Year of Service" means:

5. \_\_\_\_\_.

[Note: It is extremely rare to apply a vesting schedule to Salary Reduction Contributions.]

- c. ☐ **Substantial Risk of Forfeiture.** Vested only when no longer subject to the following Substantial Risk of Forfeiture as follows:

**Contributions affected.** The following contributions are subject to the substantial risk of forfeiture under c. (Choose one or more of 1., 2. or 3.):

1. ☐ **Salary Reduction Contributions.**
2. ☐ **Nonelective Contributions.**
3. ☐ **Matching Contributions.**

**Risk Provisions:** Vested only when no longer subject to the following Substantial Risk of Forfeiture as follows (Choose one of 4. or 5.):

4. ☐ The Participant must remain employed by the Employer until \_\_\_\_\_, unless earlier Severance from Employment occurs on account of death or disability, as the Plan Administrator shall establish.
5. ☐ **Specify:** \_\_\_\_\_.

**Additional Provisions** (Choose d. if applicable)

- d. ☐ **Specify:** \_\_\_\_\_.

**FORFEITURE ALLOCATION.** [Plan Sections 5.11(A) and 5.14] The Plan Administrator will allocate any Plan forfeitures as selected below. The Employer has the option to use forfeitures to pay plan expenses first and then allocate the remaining forfeitures in accordance with the selections below: (Choose one of the following):

- e. ☐ **Additional Contributions.** As the following contribution type (Choose one of 1. or 2.):
  1. ☐ **Nonelective.** As an additional Nonelective Contribution.
  2. ☐ **Matching.** As an additional Matching Contribution.
- f. ☐ **Reduce Fixed Contributions.** To reduce the following fixed contribution (Choose one of 1. or 2.):
  1. ☐ **Nonelective.** To reduce the Employer's fixed Nonelective Contribution.
  2. ☐ **Matching.** To reduce the Employer's fixed Matching Contribution.
- g. ☐ **Specify:** \_\_\_\_\_.

25. **TRUST PROVISIONS.** The following provisions apply to Article VIII of the Plan (Choose as applicable; leave blank if not applicable):

- a. ☐ **Modifications.** The Employer modifies the Article VIII Trust provisions as follows: \_\_\_\_\_. The remaining Article VIII provisions apply.
- b. ☐ **Substitution.** The Employer replaces the Trust with the Trust Agreement attached to the Plan.

26. **CUSTODIAL ACCOUNT/ANNUITY CONTRACT (8.16).** The Employer will hold all or part of the Deferred Compensation in one or more custodial accounts or annuity contracts which satisfy the requirements of Code §457(g) (Choose a. or b., c. if applicable):

- a. ☒ **Custodial account(s).**
- b. ☒ **Annuity contract(s).**
- c. ☐ **Specify:** \_\_\_\_\_.

[Note: The Employer under c. may wish to identify the custodial accounts or annuity contracts or to designate a portion of the Deferred Compensation to be held in such vehicles versus held in the Trust.]

27. **VALUATION.** In addition to the last day of the Plan Year, the Trustee (or Plan Administrator as applicable) must value the Trust Fund (or Accounts) on the following Valuation Date(s) (Choose one of a. or b.):

- a. ☐ **No additional Valuation Dates.**
- b. ☒ **Additional Valuation Dates.** (Choose one or more of 1., 2. or 3.):
  1. ☒ **Daily Valuation Dates.** Each business day of the Plan Year on which Plan assets for which there is an established market are valued and the Trustee or Employer is conducting business.
  2. ☐ **Last day of a specified period.** The last day of each \_\_\_\_\_ of the Plan Year.

3. ☐ Specified Valuation Dates: \_\_\_\_\_

[Note: The Employer under Election 26b.3. may describe Valuation Dates from the elections available under Election 26b. and/or a combination thereof as to any: (i) Participant group (e.g., No additional Valuation Dates apply to Division A Employees OR to Employees hired after "x" date. Daily Valuation Dates apply to Division B Employees OR to Employees hired on/before "x" date.); (ii) Contribution Type (e.g., No additional Valuation Dates apply as to Discretionary Nonelective Contribution Accounts. The last day of each Plan Year quarter applies to Fixed Nonelective Contribution Accounts); (iii) investment type, investment vendor or Account type (e.g., No additional Valuation Dates apply to investments placed with vendor A and Daily Valuation Dates apply to investments placed with vendor B OR Daily Valuation Dates apply to Participant-Directed Accounts and no additional Valuation Dates apply to pooled Accounts).]

28. TRUSTEE (Select all that apply; leave blank if not applicable.):

- a. ☐ Individual Trustee(s) who serve as Trustee(s) over assets not subject to control by a corporate Trustee. (Add additional Trustees as necessary.)

Name(s)

Title(s)


**Address and Telephone number (Choose one of 1. or 2.):**

1. ☐ Use Employer address and telephone number.
2. ☐ Use address and telephone number below:

Address:

Street		
City	State	Zip

Telephone: \_\_\_\_\_

- b. ☐ Corporate Trustee

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_ Street

\_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip

Telephone: \_\_\_\_\_

**AND**, the Corporate Trustee shall serve as:

- c. ☐ a Directed (nondiscretionary) Trustee over all Plan assets except for the following:

a Discretionary Trustee over all Plan assets except for the following:

29. PLAN LOANS (5.02(A)). The Plan permits or does not permit Participant Loans (*Choose one of a. or b.*):

- a. ☐ Does not permit.
- b. ☒ Permitted pursuant to the Loan Policy.

30. **ROLLOVER CONTRIBUTIONS (3.09).** The Rollover Contributions under Election 5.d. are made as follows:

**Who may roll over** (*Choose one of a. or b.*):

- a. ☐ Participants only.
- b. ☒ Eligible Employees or Participants.

**Sources/Types.** The Plan will accept a Rollover Contribution (*Choose one of c. or d.*):

- c. ☒ **All.** From any Eligible Retirement Plan and as to all Contribution Types eligible to be rolled into this Plan.
- d. ☐ **Limited.** Only from the following types of Eligible Retirement Plans and/or as to the following Contribution Types:

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**Distribution of Rollover Contributions** (*Choose one of e., f. or g.*):

- e. ☒ **Distribution without restrictions.** May elect distribution of his/her Rollover Contributions Account in accordance with Plan Section 4.05(C) at any time.
- f. ☐ **No distribution.** May not elect to receive distribution of his/her Rollover Contributions Account until the Plan has a distributable event under Plan Section 4.01.
- g. ☐ **Specify:** \_\_\_\_\_

31. **EACA Automatic Deferral Provisions (3.14).**

**Participants subject to the Automatic Deferral Provisions.** The Automatic Deferral Provisions apply to Employees who become Participants after the Effective Date of the EACA (except as provided in d. below). Employees who became Participants prior to such Effective Date are subject to the following (a. – d. are optional):

- a. ☐ **All Participants.** All Participants, regardless of any prior Salary Reduction Agreement, unless and until a Participant makes an Affirmative Election after the Effective Date of the EACA.
- b. ☐ **Election of at least Automatic Deferral amount.** All Participants, except those who, on the Effective Date of the EACA, are deferring an amount which is at least equal to the Automatic Deferral Percentage.
- c. ☐ **No existing Salary Reduction Agreement.** All Participants, except those who have in effect a Salary Reduction Agreement on the effective date of the EACA regardless of the Salary Reduction Contribution amount under the Agreement.
- d. ☐ **Describe:** \_\_\_\_\_

**Automatic Deferral Percentage.** Unless a Participant makes an Affirmative Election, the Employer will withhold the following Automatic Deferral Percentage (select e. or f.):

- e. ☐ **Constant.** The Employer will withhold \_\_\_\_\_% of Compensation each payroll period.

**Escalation of deferral percentage** (select one or leave blank if not applicable)

1. ☐ **Scheduled increases.** This initial percentage will increase by \_\_\_\_\_% of Compensation per year up to a maximum of \_\_\_\_\_ of Compensation.
2. ☐ **Other** (described Automatic Deferral Percentage): \_\_\_\_\_

**Automatic Deferral Optional Elections**

- f. ☐ **Optional elections** (select all that apply or leave blank if not applicable)

**Suspended Salary Reduction Contributions.** If a Participant's Salary Reduction Contributions are suspended pursuant to a provision of the Plan (e.g., distribution due to military leave covered by the HEART Act), then a Participant's Affirmative Election will expire on the date the period of suspension begins unless otherwise elected below.

1. ☐ A Participant's Affirmative Election will resume after the suspension period.

**Special Effective Date.** Provisions will be effective as of the earlier of the Effective Date of the EACA provisions unless otherwise specified below.

2. ☐ Special Effective Date: \_\_\_\_\_

32. **In-Plan Roth Rollover Contributions.**

- a. ☒ **Yes, allowed.**

**Effective Date** (enter date)

1. ☒ In-Plan Roth Rollover Effective Date: November 22, 2022

33. **In-Plan Roth Rollover Transfers.**

- a. ☒ **Yes, allowed.**

**Effective Date** (enter date)

1. ☒ In-Plan Roth Rollover Transfers Effective Date: November 22, 2022

This Plan is executed on the date(s) specified below:

**Use of Adoption Agreement.** Failure to complete properly the elections in this Adoption Agreement may result in disqualification of the Employer's Plan. The Employer only may use this Adoption Agreement only in conjunction with the corresponding basic plan document.

EMPLOYER: City of Sheboygan, WI

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

\_\_\_\_\_  
DATE SIGNED



## AMENDMENT TO IMPLEMENT SECURE ACT AND OTHER LAW CHANGES

CITY OF SHEBOYGAN  
457(B) DEFERRED COMPENSATION PLANARTICLE 1  
PREAMBLE

- 1.1 **Adoption and effective date of Amendment.** The Employer hereby adopts this Amendment to the Employer's Plan. Each Article specifies the effective date of its provisions. Also see Section 1.5.
- 1.2 **Superseding of inconsistent provisions.** This Amendment supersedes the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this Amendment. Except as otherwise provided in this Amendment, terms defined in the Plan will have the same meaning in this Amendment. Most Articles include definitions which are specific to that Article. Also see Section 1.6.
- 1.3 **Numbering.** Except as otherwise provided in this Amendment, any "Section" reference in this Amendment refers only to this Amendment and is not a reference to the Plan. The Article and Section numbering in this Amendment is solely for purposes of this Amendment, and does not relate to the Plan article, section, or other numbering designations.
- 1.4 **Intention; Construction.** The purpose of this amendment is to amend the Plan in accordance with pension-related provisions of the Further Consolidated Appropriations Act of 2019 ("FCAA") in general, and Division O of that Act, the Setting Every Community Up for Retirement Enhancement Act of 2019 ("SECURE"), in specific. It also addresses a provision of the Bipartisan American Miners Act ("BAMA"), which is also part of FCAA, as well as a section of the Coronavirus Aid, Relief, and Economic Security Act ("CARES"). The provisions of this Amendment shall be interpreted and applied to be consistent with FCAA and CARES and IRS guidance issued in connection therewith, whether such guidance is issued before or after the date of this amendment.
- 1.5 **Effect of subsequent restatement or amendment of Plan.** If the Employer restates the Plan, then this Amendment shall remain in effect after such restatement unless the provisions in this Amendment are restated or otherwise become obsolete (e.g., if the Plan is restated onto a plan document which incorporates these provisions). Some Articles in this amendment may not apply to a particular plan at the time the Amendment is executed but they will apply in the future based on subsequent amendments.
- 1.6 **Preservation of prior amendments.** If the Employer previously amended the Plan after December 20, 2019 to implement a provision contained in one or more Articles of this Amendment, that prior amendment shall remain in effect and will not be superseded by this Amendment, unless Section 1.6(a) is selected. For example, if the Employer previously adopted an amendment to implement the BAMA provisions of Article 10, that amendment remains in effect, notwithstanding the provisions of this Amendment, unless Section 1.6(a) is selected.

- (a) [X] This amendment supersedes all prior inconsistent amendments of the Plan.

ARTICLE 2  
INSTRUCTIONS; ELECTIONS

- 2.1 **Instructions.** Select 2.3a if all defaults are accepted. Select 2.3b and as applicable 2.4 - 2.10 if the Employer wishes to select other than the default for a particular provision.
- 2.2 **Reserved.**
- 2.3 **Operating Elections.** Many subsequent Articles of this Amendment refer to elections appearing in this Article 2. Each of Sections 2.4 through 2.10 refers to a corresponding Article. For example, Section 2.4 has the elections related to Article 4. The definitions in those Articles apply to the elections in the corresponding Section of this Article 2, and those elections have the same effective date as the corresponding Article. Each Section of this Article lists the default provisions which will apply if no election is made. If you accept the default(s), there is no need to complete the Section. There are no elective provisions which apply to Article 3 or Articles 11 through 16. The following are the defaults and a summary of the Articles for which there are no elections.
- Article 3. Reserved.
  - Article 4. QBADs are not permitted.
  - Article 5. Distributions of RMDs will not begin before a Participant turns 72.
  - Article 6. The Plan will apply its RMD provisions with respect to the 5-year rule in administering the 10-year rule.
  - Article 7. RMDs subject to 5-Year Rule for participants who died from 2015 through 2019 are extended one year unless the beneficiary objects.
  - Article 8. Reserved.
  - Article 9. Reserved.
  - Article 10. The amendment does not modify the minimum age for in-service distributions.
  - Article 11. Administrative policy can permit distributions of Discontinued Lifetime Income Investments.

- Article 12. Updated RMD tables and 2022 transition.
- Article 13. Reserved.
- Article 14. Reserved.
- Article 15. Reserved.
- Article 16. Deemed IRA accounts are not subject to maximum age.

Check (a) or (b).

- (a) ☐ All defaults apply. Skip the rest of Article 2 and sign the amendment.
- (b) ☒ One or more defaults do not apply. Complete those sections in Article 2 for which you do not accept the default; then sign the amendment.

**2.4 Article 4 – Birth/Adoption Distributions.** In the absence of an election below, Article 4 does NOT apply. To permit QBADs (Qualified Birth and Adoption Distributions), check (a). If QBADs are available, they apply to all accounts except as provided in Article 4 or in elections (b) or (c). *(Select all that apply.)*

- (a) ☐ Article 4 applies effective January 1, 2020, unless a different date is selected in (1) below.
- (1) ☐ \_\_\_\_\_ *(Enter date after December 31, 2019.)*
- (b) ☐ QBADs may only be made from accounts in which the Participant is fully vested.
- (c) ☐ QBADs are not available if the Participant has severed employment.
- (d) ☐ Describe additional limitations: \_\_\_\_\_ *(must be definitely determinable and not subject to discretion)*

**2.5 Article 5 – RMD Timing.** Unless Section 2.5(a) is selected, distribution of RMDs will begin for Affected Participants no sooner than April 1 of the calendar year following the year the Participant attains age 72.

- (a) ☐ Distribution of RMDs to Affected Participants will NOT be delayed on account of this Amendment (i.e., distributions will generally commence no later than April 1 of the calendar year following the year the Affected Participant attains age 70 1/2), in accordance with Section 5.5. This election is effective for distributions after December 31, 2019, except as specified below *(Optional: select either or both of (1) or (2))*:
- (1) ☐ Section 5.5 is effective for distributions after \_\_\_\_\_ and prior to the earlier of January 1, 2022 or the date entered in 2.5(a)(2). *(Enter date on or after December 31, 2019.)*
- (2) ☐ Section 5.5 is repealed for distributions after \_\_\_\_\_ *(enter date on or after the date entered in 2.5(a)(1) and before January 1, 2022)*, subject to the anti-cutback rule of Code §411(d)(6) to the extent applicable.

**2.6 Article 6 – 10-Year Rule for Beneficiary RMDs.** RMDs to an Eligible Designated Beneficiary of a Participant who dies prior to the Participant's RBD will be made as elected below. In the absence of an election in Section 2.6, the Plan's provisions about Beneficiary elections with regard to the 5-Year Rule will apply, substituting the 10-Year Rule for the 5-Year Rule.

- (a) ☒ **Beneficiary election.** The Eligible Designated Beneficiary may elect application of the 10-Year Rule or the Life Expectancy rule. If the Beneficiary does not make a timely election *(Select one of (1) or (2))*:
- (1) ☐ **10-year rule.** The 10-year rule applies to the Eligible Designated Beneficiary.
- (2) ☒ **Life Expectancy Rule.** The Life Expectancy rule applies to the Eligible Designated Beneficiary.
- (b) ☐ **10-year rule.** The 10-year rule applies to the Eligible Designated Beneficiary.
- (c) ☐ **Life Expectancy rule.** The Life Expectancy rule applies to the Eligible Designated Beneficiary.
- (d) ☐ **Shorter Period.** The entire interest of the Eligible Designated Beneficiary will be distributed no later than December 31 of the \_\_\_\_\_ *(enter a number of years, not exceeding "tenth")* year following the year of the Participant's death.
- (e) ☐ **Other:** *(Describe, e.g., the 10-Year Rule applies to all Beneficiaries other than a surviving spouse Beneficiary.)*

**2.7 Article 7 – CARES RMD Waivers; 5-Year Rule.** Unless the Employer elects otherwise below, beneficiaries of Applicable Participant Accounts will have the option to extend distribution under the 5-Year Rule by one year, and in the absence of a beneficiary election the extension will apply.

- (a) ☐ **No extension without request.** The provisions of Section 7.2 apply but in the absence of a beneficiary election the extension will NOT apply.
- (b) ☐ **Not Apply.** Article 7 will NOT apply to this Plan.

**2.8 Article 8 – Reserved.**

**2.9 Article 9 – Reserved.**

**2.10 Article 10 – In-Service Distributions.** In the absence of an election below, Article 10 does NOT apply. To permit in-service distributions at age 59 1/2, check (a). Check (b) to specify an age greater than 59 1/2. If Article 10 applies, it applies to all Accounts except as limited in Article 10.



- (a) ☐ Article 10 applies effective on or after the first day of the first plan year beginning after December 31, 2019, unless a different date is selected in (1) below.
- (1) ☐ \_\_\_\_\_. (Enter date on or after the first day of the first plan year beginning after December 31, 2019.)
- (b) ☐ Age at which in-service distributions are permitted \_\_\_\_\_. (Enter age greater than 59 1/2.)

### ARTICLE 3 RESERVED

### ARTICLE 4 BIRTH/ADOPTION DISTRIBUTIONS – SECURE Act §113

- 4.1 **Application.** This Article 4 will apply only if the Employer elects in Section 2.4(a) for this Article 4 to apply, effective on the date specified in Section 2.4(a).
- 4.2 **Distribution Authorized.** Except as limited by Section 2.4 (b), (c), (d), a Participant may request a distribution of up to \$5,000 (per child or Eligible Adoptee) as a QBAD. The Participant may request the distribution whether or not the Participant has severed employment unless Section 2.4(c) is selected. This \$5,000 limit shall be reduced by QBADs to the Participant made with respect to the same child or Eligible Adoptee by other plans maintained by the Employer or a related employer described in Code §414(b), (c), (m), or (o). The Plan Administrator may adopt a policy imposing frequency limitations or other reasonable administrative conditions for QBADs.
- 4.3 **Definitions.** The following definitions apply for this Article 4 and Section 2.4:
- (a) A "QBAD" is a Qualified Birth or Adoption Distribution described in Code §72(t)(2)(H)(iii). A QBAD must be made during the 1-year period beginning on the date on which a child of the Participant is born or on which the legal adoption of an Eligible Adoptee by the Participant is finalized.
- (b) An "Eligible Adoptee" is an individual, other than a child of the Participant's spouse, who has not attained age 18 or is physically or mentally incapable of self-support. An individual is considered physically or mentally incapable of self-support if that individual is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or to be of long-continued and indefinite duration. This provision shall be applied in a manner consistent with Part D of IRS Notice 2020-68.
- 4.4 **Rollover.** A Participant who received one or more QBADs from this Plan may, if the Plan then permits the Participant to make rollover contributions, make one or more contributions in an aggregate amount not to exceed the amount of such QBADs. The Plan will treat such a contribution as a rollover contribution made by direct trustee-to-trustee transfer within 60 days of distribution.
- 4.5 **Reliance.** The Plan Administrator may rely on an individual's reasonable representation that the individual is eligible to receive a QBAD unless the Plan Administrator has actual knowledge to the contrary.
- 4.6 **Status.** A QBAD is not an eligible rollover distribution for purpose of the obligation to permit a direct rollover under Code §401(a)(31), the notice requirement of Code §402(f), or the mandatory withholding rules of Code §3405(c)(1).

### ARTICLE 5 REQUIRED BEGINNING DATE – SECURE Act §114

- 5.1 **Application.** This Article 5 will apply to all plans, regardless of type. It is effective with regard to RMDs required to be made after December 31, 2019.
- 5.2 **Delay of Required Beginning Date.** An Affected Participant's RBD shall not be earlier than April 1 of the calendar year following the year the Affected Participant attains age 72. For purposes of determining an Affected Participant's RBD, an Affected Participant will be treated as a more than 5% owner if the Participant was a 5-percent owner (as defined in Code §416(i)(1)(B)) as to the Plan Year ending in the calendar year the Participant attains age 72.
- 5.3 **Spousal Distributions.** If an Affected Participant dies prior to the Participant's RBD, and the Participant's sole Designated Beneficiary is the Participant's surviving spouse, then the RMDs to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 72, if later. However, this Section will apply only if the Plan, prior to this Amendment, permitted a surviving spouse to delay RMD distributions to December 31 of the calendar year in which the Participant would have attained age 70 1/2.
- 5.4 **Definitions.** The following definitions apply for this Article 5 and Section 2.5:
- (a) A Participant is an "Affected Participant" if the Participant was born after June 30, 1949.

(b) An "RMD" is a Required Minimum Distribution as described in Code §401(a)(9).

(c) A Participant's "RBD" is the Participant's Required Beginning Date as described in Code §401(a)(9)(C), as amplified by Section 5.2.

5.5 **Optional Distribution Timing.** If the Employer elects in Section 2.5(a) for this Section 5.5 to apply, the timing and form of distributions to an Affected Participant will be determined as though this Article 5 had not been adopted. Distributions pursuant to this paragraph, which are not RMDs, will be treated as eligible rollover distributions for purposes of the direct rollover provisions of Code §401(a)(31). This Section 5.5 will no longer be effective for distributions after December 31, 2021, or, if earlier, the date specified in Section 2.5(a)(2).

## ARTICLE 6 BENEFICIARY RMDs – SECURE Act §401

6.1 **Application.** This Article 6 will apply to all plans. This Article will not apply to qualified annuities described in SECURE Act §401(b)(4)(B).

6.2 **Effective Date.** Except as provided in Section 6.4, Article 6 will apply to Participants who die on or after the Effective Date of this Article. Generally, the Effective Date of this Article is January 1, 2022. The Effective Date of this Article 6 in the case of a collectively-bargained plan will be the date determined in SECURE Act §401(b)(2). See Section 6.5 regarding the limited application of this Article to certain accounts of Participants who died before the Effective Date of this Article.

6.3 **Death before RBD.** If the Participant dies before the Participant's RBD, the Plan will distribute or commence distribution of the Participant's Vested Accrued Benefit not later than as follows:

- (a) **No Designated Beneficiary.** If there is no Designated Beneficiary as of September 30 of the year following the calendar year of the Participant's death, the Beneficiary's entire interest will be distributed under the 5-Year Rule.
- (b) **Eligible Designated Beneficiary.** If the distributee of a Participant's account is an Eligible Designated Beneficiary, the Beneficiary's entire interest will be distributed under the Life Expectancy Rule unless the 10-Year Rule applies. The Employer may elect application of the Life Expectancy rule or the 10-Year Rule in Section 2.6. In the absence of an election in Section 2.6, the Plan's provisions with regard to election of the 5-Year Rule will apply, substituting the 10-Year Rule for the 5-Year Rule. A permitted Beneficiary election must be made no later than the earlier of December 31 of the calendar year in which distribution would be required to begin under the Life Expectancy Rule, or by December 31 of the calendar year which contains the tenth anniversary of the Participant's (or, if applicable, surviving spouse's) death.
- (c) **Other Designated Beneficiaries.** If the distributee of the Participant's account is a Designated Beneficiary who is not an Eligible Designated Beneficiary, then the Beneficiary's entire interest will be distributed under the 10-Year Rule.
- (d) **10-Year Rule.** If distribution of a deceased Participant's account thereof is subject to the "10-Year Rule," then the Plan will distribute the account in full no later than December 31 of the tenth year following the year of the Participant's death. No RMDs are required to be distributed from the account prior to that date.

6.4 **Death after RBD.** If the Participant dies on or after the Participant's RBD, the Participant's remaining interest will be distributed at least as rapidly as under the method of distribution being used as of the date of the participant's death, using the Life Expectancy Rule, as, and to the extent, provided by applicable guidance. If the Beneficiary is a Designated Beneficiary that is not an Eligible Designated Beneficiary, the Plan will distribute the remaining account in full no later than December 31 of the tenth year following the year of the Participant's death.

6.5 **Beneficiary Death.** If an Eligible Designated Beneficiary receiving distributions under the Life Expectancy Rule dies before receiving distribution of the Beneficiary's entire interest in the Participant's account, the Plan will distribute that interest in full no later than December 31 of the 10<sup>th</sup> year following the year of the Eligible Designated Beneficiary's death. Similarly, if a Participant died before the Effective Date of this Article 6, and the beneficiary died after such Effective Date, but prior to receiving full distribution of the beneficiary's interest, the Plan will distribute that interest in full no later than December 31 of the tenth year following the year of the beneficiary's death.

6.6 **Age of Majority.** If a child of the Participant was receiving distributions under the Life Expectancy rule, when the child reaches the age of Majority, the Plan will distribute the child's account in full no later than 10 years after that date, provided the child is not otherwise an Eligible Designated Beneficiary, such as a disabled or chronically ill individual.

6.7 **Definitions; operating rules.** The following definitions and operating rules apply for this Article 6 and Section 2.6:

(a) An "RMD" is a Required Minimum Distribution as described in Code §401(a)(9).

(b) A Participant's "RBD" is the Participant's Required Beginning Date as described in Code §401(a)(9)(C) and the Plan. Also see Section 5.2.



- (c) A distributee of a Participant's account is a "**Designated Beneficiary**" if the distributee is an individual or trust who is a beneficiary of the account (whether pursuant to a designation by the Participant or application of the Plan terms) and who is a designated beneficiary under Code §401(a)(9) and Treas. Reg. §1.401(a)(9)-4, Q&As-4 and -5.
- (d) An individual is an "**Eligible Designated Beneficiary**" of a Participant if the individual qualifies as a Designated Beneficiary and is (1) the Participant's spouse, (2) the Participant's child who has not reached the age of Majority, (3) an individual not more than 10 years younger than the Participant, (4) a disabled individual, as defined in Code §72(m)(7), or (5) an individual who has been certified to be chronically ill (as defined in Code §7702B(c)(2)) for a reasonably lengthy period, or indefinitely. Certain trusts may be treated as Eligible Designated Beneficiaries pursuant to Code §401(a)(9)(H)(iv) and (v).
- (e) Whether a child has reached the age of "**Majority**" is determined under Code §401(a)(9)(F) and applicable regulations and guidance issued thereunder.
- (f) The "**Life Expectancy Rule**" for distributing RMDs is described in Code §401(a)(9)(B)(iii) and is further described in the Plan.
- (g) The "**5-Year Rule**" for distributing RMDs is described in Code §401(a)(9)(B)(ii) and is further described in the Plan.
- (h) The "**10-Year Rule**" is described in Section 6.3(d).
- (i) **Shorter period.** Section 2.6(e) may specify a shorter period to be used in place of the tenth year after the death of a Participant or Beneficiary.
- (j) **Separate share rule.** All references in this Article to a Participant's Account and a Beneficiary's interest in that account will be applied separately to each separate account determined under Treas. Reg. §1.401(a)(9)-8, Q&A 2 and 3, and Code §401(a)(9)(H)(iv).

#### ARTICLE 7 EXTENSION OF 5-YEAR RULE FOR RMDs – CARES §2203

- 7.1 **Application.** This Article 7 does not apply if the Employer has selected Section 2.7(b); otherwise, it is effective January 1, 2020.
- 7.2 **Waiver; default provision.** The beneficiary of an Applicable Participant Account will have the option to extend the deadline to distribute the account for one year. The default in the absence of a beneficiary election will be to extend the distribution, unless the Employer elects in Section 2.7(a) for the default to be not to extend unless the beneficiary requests it.
- 7.3 **Definitions.** The following definitions apply for this Article 7 and Section 2.7:
  - (a) "**RMDs**" means required minimum distributions described in Code §401(a)(9).
  - (b) The "**5-Year Rule**" for distributing RMDs is described in Code §401(a)(9)(B)(ii) and is further described in the Plan.
  - (c) "**Applicable Participant Account**" means the remaining account of a Participant who died during the years 2015-2019, to the extent the account is subject to the 5-Year Rule.

#### ARTICLE 8 RESERVED

#### ARTICLE 9 RESERVED

#### ARTICLE 10 IN-SERVICE PENSION DISTRIBUTIONS – BAMA §104

- 10.1 **Application.** This Article 10 will apply if the Employer elects in Section 2.10 for this Article 10 to apply, effective on the date specified in Section 2.10(a).
- 10.2 **Distribution at 59 1/2.** A Participant can take an in-service distribution at age 59 1/2, or, if later, the age (if any) specified in Section 2.10(b). Such a distribution will be limited to the vested portion of the Participant's accrued benefit or account and will be subject to all Plan provisions related to in-service distributions. The Plan can operationally permit distributions as early as January 1 of the calendar year the Participant attains 59 1/2 (or such later age).
- 10.3 **Limited application to Profit-Sharing Plans.** If the Employer elects in Section 2.10 for this Article 10 to apply, this Article 10 will apply to an account in a 401(k) Plan or a Profit-Sharing Plan which holds assets transferred from a Money Purchase Pension Plan or a Defined Benefit Plan.

**ARTICLE 11**  
**DISTRIBUTIONS OF DISCONTINUED LIFETIME INCOME INVESTMENTS – SECURE §109**

- 11.1 **Application.** This Article 11 is effective for Plan Years beginning after December 31, 2019.
- 11.2 **Distributions authorized.** The Plan Administrator may authorize Participants to request, and as soon as practical after a Participant makes the request, the Plan will make a distribution of a Discontinued Lifetime Income Investment. Distribution under this Article is limited to the 90-day period prior to the date on which the Lifetime Income Investment is no longer authorized to be held as an investment option under the Plan. Such distribution will be in the form of a Qualified Distribution, or in the form of a Qualified Plan Distribution Annuity Contract, as determined by the Plan Administrator. The Plan Administrator will administer this section in a reasonable, nondiscriminatory manner, and may authorize distributions of some Discontinued Lifetime Income Investments and not others.
- 11.3 **Definitions.** The terms "Lifetime Income Investment," "Qualified Distribution" and "Qualified Plan Distribution Annuity Contract" have the meanings set forth in Code §401(a)(38)(B). A "Discontinued Lifetime Income Investment" is a Lifetime Income Investment which will no longer be authorized to be held as an investment option under the Plan.

**ARTICLE 12**  
**UPDATED LIFE EXPECTANCY TABLES – TREAS. REG. §1.401(a)(9)-9**

- 12.1 **Application.** This Article 12 will apply to all plans and is effective for distribution calendar years beginning on or after January 1, 2022.
- 12.2 **New RMD Tables.** Any Plan reference to the life expectancy tables detailed in Treas. Reg. §1.401(a)(9), such as the Uniform Life Table, the Single Life Table, or the Joint and Last Survivor Table, refers to these tables as published in Treas. Reg. §1.401(a)(9)-9 from time to time, and is subject to adjustment as described in Treas. Reg. §1.401(a)(9)-9(f).

**ARTICLE 13**  
**RESERVED**

**ARTICLE 14**  
**RESERVED**

**ARTICLE 15**  
**RESERVED**

**ARTICLE 16**  
**REPEAL OF DEEMED IRA MAXIMUM AGE – SECURE §107**

- 16.1 **Application.** This Article 16 will apply only if the Plan permits deemed IRA contributions (sometimes called "designated IRA" contributions) described in Code §408(q). It is effective January 1, 2020.
- 16.2 **No Maximum Age.** To the extent the Plan otherwise permits a Participant to make deemed IRA contributions, the Participant may make such contributions regardless of whether the Participant has attained age 70 1/2 or any other age.

This Amendment has been executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Name of Plan: City of Sheboygan 457(b) Deferred Compensation Plan

Name of Employer: City of Sheboygan, WI

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



**Nationwide®**  
is on your side

Item 10.

## PLEASE ADD PERCENT-BASED CONTRIBUTIONS AS AN OPTION TO OUR PLAN

This letter officially instructs Nationwide Retirement Solutions (NRS), as the service provider for the retirement plan(s) identified below, to add percent-based contributions as an option available to participants in our plan(s).

As Plan Sponsor, we will change deferral requests presented as a percent-of-pay into dollar amounts when submitting contribution data to Nationwide.

Questions? Call the Nationwide® Entity Support Line at 877-496-1630.

---

Plan Sponsor Name

Entity Number

---

Contact Name

Telephone Number

---

Contact Email Address

---

Plan Sponsor Official's Signature

Date

When this document is completed and signed, fax it to **877-677-4329**.  
Or mail it to:

Nationwide Retirement Solutions  
Internal Sales 5-02-203v  
P.O. Box 182386  
Columbus, Ohio 43272-5392





Nationwide Retirement Solutions, Inc. ("Nationwide") agrees as the Administrative Service Provider to administer loans pursuant to the terms of the City of Sheboygan 457(b) Deferred Compensation Plan ("Plan") and in accordance with the terms of the Plan Loan Program (including the attached Addendum A - Plan Election Worksheet) as approved by the Employer/Plan Administrator/Plan Sponsor, herein collectively referred to as "Plan Sponsor".

The Plan Sponsor directs Nationwide to administer loans in accordance with this document. The Plan Sponsor may amend or terminate the Plan Loan Program at any time within any constraints placed by Nationwide. The Plan Sponsor is encouraged to consult with its legal counsel and/or its tax advisors in determining whether the procedures identified herein are appropriate for the Plan.

The Plan Sponsor acknowledges that Nationwide may need to make changes from time-to-time to the procedures set forth herein and may request amendments to the Plan documents to maintain compliance of the Plan's Loan Program with Internal Revenue Service ("IRS") guidelines. In such a case, Nationwide will provide Plan Sponsor with timely notice of such changes as they become necessary.

**1. Loan Administration** - Plan Sponsor delegates to Nationwide certain administrative duties and responsibilities, as a non-discretionary third-party administrator and record keeper for the Plan Sponsor regarding the administration of loans from the Plan, which are set forth herein and which may be modified by Nationwide upon timely notice to and acceptance by the Plan Sponsor.

**2. Loan Eligibility** - Any Plan participant, who falls into one of the employee statuses that the Plan Sponsor has elected in Addendum A, may apply for a loan from the Plan. Each participant is entitled to one outstanding loan from the Plan at any time. Nationwide will process or deny the participant's loan request based on the terms of the Plan Loan Program.

**3. Loan Initiation and Loan Application** - To receive a loan from the Plan, an eligible participant must complete all required documents provided in the Loan Packet and return them to Nationwide. Before a loan is issued, the participant must enter into a legally enforceable Loan Agreement as provided by Nationwide in the Loan Packet. A loan initiation fee will be deducted from the participant's account after the loan has been funded by the participant's account. Loan Repayment information will be supplied to the Employer Plan Sponsor via electronic file for Payroll Deduct Loans.

**4. Loan Security** - The Plan will require that adequate security be provided by the participant before a loan is granted. For this purpose, the Plan will only consider a participant's interest under the Plan to be adequate security. By accepting a loan, the participant is giving the Plan a security interest in his or her vested account balance equal to the total loan amount, but not to exceed 50% of the participant's vested account balance.

**5. Loan Money Source** - A loan shall be modeled considering the participant's vested Plan account balance. Loans shall be funded pro-rata from all available participant account money sources within the Plan. To the extent a participant has a self-directed brokerage account, no funding from such self-directed brokerage account shall be permitted.

**6. Minimum and Maximum Loan Term** - The minimum and maximum loan term over which a general-purpose loan may be repaid is the term elected by the Plan Sponsor in Addendum A. Except as otherwise provided herein, the maximum loan term shall not exceed five years for a general-purpose loan or, if elected by the Plan Sponsor in Addendum A, for the purchase of the participant's principal residence.

**7. Minimum/Maximum Loan Amount** - The minimum loan amount permitted shall be the amount elected by the Plan Sponsor in Addendum A. The maximum amount of any loan permitted under the Plan shall comply with Section 72(p) of the Internal Revenue Code ("IRC") and (when added to the outstanding balance of all other loans from all plans sponsored by the same employer) is the lesser of (i) \$50,000, reduced by the excess (if any) of (A) the highest outstanding balance of loans from all plans sponsored by the same employer, during the one-year period ending on the day before the date on which the loan was made over (B) the outstanding balance of loans from all plans sponsored by the same employer, on the date on which the loan is made, or (ii) one half of the present value of the participant's vested account balance.

**8. Loan Amortization** - Each loan shall be amortized with interest accruing immediately, with repayments beginning approximately 30 days from the date the loan is processed, in substantially equal repayments consisting of principal and interest during the term of the loan. Repayments of principal and interest shall be made in a manner and pursuant to the terms set forth in the Loan Agreement. The amount of the final payment may be higher or lower depending upon the participant's repayment history.

**9. Loan Repayment** - Repayment of any loan made to a participant shall be made in a manner and pursuant to the terms set forth in the Loan Agreement. Loans must be repaid according to the repayment method elected by the Plan Sponsor in Addendum A. If payroll deduction is selected as the repayment method, then the Plan Sponsor will ensure the timely set-up of payroll deduction for loan repayments in accordance with the loan amortization schedule. A participant receiving a loan that is being repaid via ACH shall be required to furnish the information and authorization necessary to effectuate the foregoing repayments prior to the commencement of a loan. In the event that an employed participant with an outstanding loan takes a distribution from the Plan, the distribution event does not alleviate the requirement to continue to repay on the outstanding loan balance.



**10. Loan Prepayment** - The entire amount of a loan, including outstanding principal and any accrued interest, may be repaid without penalty prior to the end of the term of the loan in the manner prescribed by Nationwide.

**11. Loan Overpayment** - In the event Nationwide receives a loan overpayment, any amount over the repayment amount due will be applied or refunded according to the administrative policies of Nationwide.

**12. Cure Period** - If a participant fails to make a loan repayment when due, the missed repayment must be made within the cure period elected by the Plan Sponsor in Addendum A.

**13. Default/Deemed Distribution** - If the participant fails to make up a missed loan repayment within the cure period the outstanding loan balance, including accrued interest, will be defaulted and treated as a deemed distribution, effective as of the end of the cure period elected by the Plan Sponsor. A deemed distribution is treated as a distribution from the Plan for federal (and possibly state or local) income tax purposes. Therefore, amounts treated as a deemed distribution will be subject to federal, state and/or local income taxes, and may be subject to an additional 10% early withdrawal tax. A Form 1099-R will be issued to the participant reflecting the deemed distribution. The participant shall remain obligated to repay the loan, including accrued interest, even after a deemed distribution has occurred. Any payment made on a defaulted loan will be applied to the outstanding balance of the loan including accrued interest. Such repayment(s), following the date of default, will be treated as after-tax amounts and the participant will receive tax basis in his or her Plan account for such amounts. The outstanding loan balance will be offset upon notification to Nationwide of the death of such participant.

A participant who has defaulted on a previous loan shall not be eligible for another loan from the Plan until all such defaulted loans are repaid in full, including accrued interest. In addition, a Plan loan which is in default, even if the defaulted loan was treated as a "deemed distribution" under federal regulations, shall be treated as an outstanding loan until such outstanding loan is repaid in full including accrued interest.

**14. Loan Offset** - A loan offset is a reduction of the participant's account balance by the outstanding loan balance and represents an actual distribution from the participant's account. A loan offset which does not follow a deemed distribution will be subject to ordinary income tax and maybe subject to an additional 10% early withdrawal tax. A Form 1099-R will be issued to the participant reflecting the loan offset. A loan offset which follows a deemed distribution will not be subject to taxation.

For Plans who have elected to make repayments via Payroll Deduct, upon severance of employment, the entire amount of the outstanding loan balance, including accrued interest, will become due and payable. If the loan is not repaid in full prior to the end of the cure period in which the severance of employment occurred, the loan will be treated as a loan offset.

**15. Loans Offered from Other Administrative Service Providers/Multiple Vendor Arrangements** - The IRC requires the maximum loan amount be applied in the aggregate to all loans made under any plan sponsored by an employer. In the event the employer offers this Plan through multiple service providers or has other Plans at multiple vendors, the Plan Sponsor and/or participant and not Nationwide shall at all times remain responsible for ensuring that any loan received under this Plan is in accordance with the limits defined above in 7. Nationwide shall apply the maximum loan amount limit and any other limits imposed under the IRC without regard to any other loans received by the participant from any other administrative service provider(s) under this Plan or any other plan maintained by the Plan Sponsor.

Any tax reporting required as a result of the receipt by a participant of a loan that exceeds the limits imposed by federal regulations shall not be the responsibility of Nationwide, unless it is determined that such limits were exceeded solely as a result of a loan made through Nationwide as the sole service provider. Consequently, Nationwide shall not be required to account for loans made pursuant to a plan other than this Plan or loans made under this Plan that are made by another provider.

## 16. Suspension of Loan Repayments

**a. Military Leave of Absence** - A participant's obligation to repay any loan under the Plan may be suspended, as may be required by law, during the period in which the participant is performing service in the United States military. A participant may elect to continue making repayments during the suspension period by submitting a check for the regularly scheduled repayment amount. The participant must resume repayment of the loan upon his or her completion of military service and the outstanding loan balance, including any accrued interest and fees, must be repaid and may be re-amortized over a period that does not exceed the latest permissible term for a loan under the regulations plus the period of the military service. While the participant is on active duty in the United States military, the interest rate on the loan shall not exceed 6%, compounded annually unless the participant elects in writing during or after his or her military leave of absence to have the loan's higher existing interest rate, if applicable, apply to the loan. The Plan Sponsor assumes responsibility to notify Nationwide when a participant begins and returns from a military leave of absence.

**b. Non-Military Leave of Absence** - A participant's obligation to repay any loan under the Plan may be suspended during the period (not to exceed one (1) year) while the participant is on an approved non-military leave of absence and the participant provides requested documentation regarding the non-military leave of absence. A participant may elect to continue making repayments during the suspension period by submitting a check for the regularly scheduled repayment amount. The participant must resume repayment of the loan upon the earlier of his or her return from approved non-military leave of absence, or one (1) year of suspension. At such point the outstanding loan balance, including any accrued interest and fees, must be repaid or may be re-amortized over a period that does not exceed the latest permissible term for a loan under the regulations. The Plan Sponsor assumes responsibility to notify Nationwide when a participant begins and returns from an approved non-military leave of absence.



**17. Loan Interest Rate** - The interest rates for a loan shall be commensurate with interest rates being charged by the business of lending money under similar circumstances. The loan interest rate will be the Prime Rate plus an additional amount expressed as a percentage elected by the Plan Sponsor in Addendum A, plus any other administrative and/or asset fees, as applicable. The Prime Rate shall be the prime rate published by the Wall Street Journal two weeks prior to the end of the most current calendar-year quarter and the new rate will be effective on the first day of the new calendar quarter and the new rate will be effective on the first day of the new calendar quarter. The loan interest rate may be adjusted for participants performing service in the United States military as may be required by law (See Section 16a.)

**18. Fees** - Fees described in these loan procedures will appear as administrative charges on participant statements. These fees are subject to change by Nationwide upon reasonable notice to the Plan Sponsor.

- a. **Loan Initiation Fee** - A loan initiation fee of \$50 will be deducted from the participant's account at the time the loan is funded.
- b. **Annual Maintenance Fee** - An annual loan maintenance fee of \$50 will be deducted from the participant's account on the anniversary date of the original loan initiation, until the loan is repaid in full or the loan has defaulted. In the event that the loan defaults, the annual loan maintenance fee will no longer be assessed, and the annual loan default fee described below (See Section 18f) will be applied.
- c. **Asset Fees** - The amount of the outstanding loan balance will be subject to the maximum asset fee, administrative charge or such other fees Nationwide is entitled to receive under its separate agreement with the Plan Sponsor.
- d. **Insufficient Funds Fee** - If Nationwide is unable to process an ACH debit repayment or personal check on the date due, through no fault of Nationwide, a fee of \$25 will be deducted from the participant's account.
- e. **Loan Default Fee** - At the time a loan is treated as a deemed distribution, a \$50 fee will be deducted from the participant's account.
- f. **Annual Loan Default Fee** - An annual loan default fee of \$50 will be deducted from the participant's account on the anniversary date of the original loan default until the loan is repaid in full or offset.

**19. Loan Correction** - In the event an error occurs in the administration of a loan, at the Plan Sponsor's direction, Nationwide may undertake corrections of the error in accordance with methods prescribed by the IRS or through any IRS correction program.

**20. Adoption of Plan Loan Procedures** - The undersigned Plan Sponsor hereby adopts these procedures effective for loans issued on or after the Effective Date set forth below and instructs Nationwide to administer loans made to Plan participants in accordance with these terms and the elections made on the attached "Plan Election Worksheet" (See Addendum A).

The Plan Sponsor acknowledges the following: (i) that the Plan Sponsor has decided to offer loans under the Plan and is instructing Nationwide to administer loans under the Plan in a nondiscriminatory manner; (ii) it understands that, as a result of offering loans under the Plan, the Plan participants could be subject to adverse tax consequences upon default of the loan; (iii) the Plan Sponsor has independently weighed these risks, and despite the risks has determined that offering loans under the Plan is in the best interest of Plan participants; (iv) any previous loan procedures or loan reference documents, are hereby superseded by these procedures; and (v) Nationwide shall not be liable for any adverse tax consequences described in (ii), except as specifically stated under paragraph 15 herein, resulting from the Plan Sponsor's decision to offer loans under the Plan.

**Plan Sponsor Name ("Sponsor")**(please print): City of Sheboygan, WI

**Street Address:** 828 Center Ave., STE 204

**City:** Sheboygan **State:** WI **Zip:** 53081-4442

**Plan Name ("Plan"):** City of Sheboygan 457(b) Deferred Compensation Plan **Plan Number:** 0039860001

**Signature:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Date of Adoption:** \_\_\_\_\_ **Effective Date:** \_\_\_\_\_  
(If different than Date of Adoption)

An executed copy of this Program (including the attached Addendum A - Plan Election Worksheet) should be returned to Nationwide Retirement Solutions.

Plan Name: City of Sheboygan 457(b) Deferred Compensation Plan

The following sections identify Plan elections which are incorporated and made a part of the attached "Plan Loan Program." In the event that an election is not made within any section, Nationwide Retirement Solutions will administer the loan program according to current Nationwide policies as listed under each section below. The current Nationwide policies may be changed by Nationwide at any time. If Nationwide policies change, the Plan Sponsor will be notified in a timely manner. Unless otherwise specified, only one election is allowed per section.

The elections contained herein apply solely to the Plan. Any sections, including limitations, do not extend to any other plans offered by the Plan Sponsor.

**1. Loan Eligibility:**

Plan Sponsor elects to allow the following participants the ability to initiate a loan under the Plan. The Plan Sponsor is solely responsible for informing Nationwide of any future changes in the participant's employment status (check all that apply).

- ☐ Employed  
☐ Approved Non-Military Leave of Absence  
☐ Military Leave of Absence  
☐ Disabled (only available for ACH)  
☐ Retired (only available for ACH)  
☐ Terminated (only available for ACH)

**Current Nationwide Policy:** All listed participant employment statuses are eligible to initiate a loan if ACH is the elected repayment method. If the repayment method elected is Payroll Deduction, the only eligible participant employment status is Employed, Approved Non-Military Leave of Absence and Military Leave of Absence.

**2. General Purpose Loan Terms:**

a. **Minimum Loan Term** - Plan elects the following minimum loan term:

- ☐ One year  
☐ Other - Specify minimum loan term: \_\_\_\_\_ (not to be less than six months)

**Current Nationwide Policy:** The minimum loan term is one year

b. **Maximum Loan Term** - Plan elects the following maximum loan term:

- ☐ Five years  
☐ Other - Specify maximum loan term: \_\_\_\_\_ (not to exceed a term of five years)

**Current Nationwide Policy:** The maximum loan term is five years

**3. Minimum Loan Amount:**

Plan elects to have a minimum loan amount of:

- ☐ \$1,000  
☐ Other - Specify minimum loan amount: \$\_\_\_\_\_ (not to be less than \$500)

**Current Nationwide Policy:** The minimum loan amount is \$1,000.

**4. Repayment Method:**

Plan elects to provide participants with one of the following loan repayment methods:

- ☐ Monthly Automated Clearing House ("ACH")  
☐ Payroll Deduction (Plan Sponsor will be required to provide a payroll calendar.)

(This repayment method is limited to Employed status - see Section 1)

**Current Nationwide Policy:** Monthly ACH is the repayment method.

**5. Cure Period:**

If a participant misses a scheduled loan repayment, the missed repayment must be received by the end of the specified cure period. Plan elects to apply a cure period with the following length:

- ☐ 31 Days  
☐ 62 Days  
☐ 93 Days  
☐ Calendar quarter following the calendar quarter in which the scheduled repayment was missed

**Current Nationwide Policy:** The cure period is 31 days when ACH is the elected repayment method. The cure period is Calendar quarter following the calendar quarter in which the scheduled repayment was missed when the repayment method elected is Payroll Deduction.



# **6. Loan Interest Rate:**

Plan elects the following interest rate for participant loans:

- ☐ Prime Rate plus 2% plus applicable fees
- ☐ Prime Rate plus 1% plus applicable fees
- ☐ Prime Rate plus \_\_\_\_\_% (not to be lower than 0%) plus applicable fees

**Current Nationwide Policy:** Prime Rate plus 2% plus applicable fees

# **7. Loans for the Purchase of a Principal Residence:**

a. Plan elects to permit loans for the purchase of the participant's principal residence:

- ☐ Yes
- ☐ No

In the event Plan elects to allow Principal Residence loans, only one Principal Residence loan outstanding at a time is permitted. The Principal Residence loan is included in the maximum number of outstanding loans (See Section 2 of the Plan Loan Program). Additionally, the participant will be required to sign a Principal Residence Certificate and provide Nationwide with sufficient additional documents to support the purchase of a principal residence. Internet initiation is not available for Principal Residence loans.

**Current Nationwide Policy:** Principal Residence loans are not allowed

b. Minimum Loan term: Plan elects to have a minimum loan term for Principal Residence loans of:

- ☐ Five years
- ☐ Other - Specify minimum loan term: \_\_\_\_\_ (not to be less than one year)

**Current Nationwide Policy:** Principal Residence loans have a minimum term of five years.

c. Maximum Loan Term: Plan elects to have a maximum loan term for Principal Residence loans of:

- ☐ 15 years
- ☐ Other - Specify maximum loan term: \_\_\_\_\_ (not to exceed a term of 30 years)

**Current Nationwide Policy:** Principal Residence loans have a maximum term of 15 years.

# **8. Internet Utilization:**

Plan elects to allow participants to use Internet for:

- ☐ Only the modeling of loans
- ☐ Both modeling and initiation of loans
- ☐ Plan declines the use of the Internet for either the modeling or initiation of loans

**Current Nationwide Policy:** Participants can use the Internet for modeling and initiation of loans. Loan initiation on the Internet is limited to General Purpose loans. Principal Residence loans will not be initiated electronically.





**Nationwide®**

**Nationwide Investment Advisors, LLC**  
**ProAccount - Plan Sponsor Agreement**

Item 10.

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Plan: (the "Plan" or "Plans"):

*City of Sheboygan #57(b)*

Plan Sponsor (The "Plan Sponsor" "You" "Your"):

*City of Sheboygan*

Plan Sponsor enters into this Agreement with Nationwide Investment Advisors, LLC ("NIA"), an Ohio limited liability company, registered as an investment adviser with the Securities and Exchange Commission under the Investment Advisers Act of 1940 ("Advisers Act").

Plan Sponsor established and sponsors the employee benefit plan(s) which authorize(s) participants in the Plan ("Plan Participants") to self-direct their account within the Plan ("Accounts"); and

Plan Sponsor desires to engage NIA as an authorized provider of investment advisory services to those Plan Participants who choose to have professional guidance in managing their Accounts (collectively, the "Participant Accounts"); and

The Plan authorizes Plan Participants to enter into an investment advisory agreement directly with NIA for the management of their Accounts; and

Plan Sponsor acknowledges that these advisory services are permitted under the documents establishing the Plan ("Plan Documents") and that the investments and investment strategies proposed by NIA through the investment advisory services are consistent with the Investment Policy of the Plan; and

Plan Sponsor acknowledges that NIA is an affiliate of Nationwide Retirement Solutions, Inc., Nationwide Life Insurance Company, Nationwide Trust Company, and RIA Services, Inc. (collectively "Nationwide Affiliates") and that these Nationwide Affiliates will provide to NIA certain administrative services in support of ProAccount (as defined in Section II below).

In consideration of the foregoing and the promises, covenants and mutual agreements set forth in this Agreement, NIA and the Plan Sponsor agree as follows:

#### **I. APPOINTMENT OF INVESTMENT ADVISOR**

The Plan Sponsor is authorized to appoint and now engages NIA to provide discretionary investment advisory services to Plan Participants who elect to have their Accounts managed by NIA. NIA hereby accepts this appointment, subject to the terms and conditions of this Agreement. NIA's authority under this Agreement remains in effect until changed or terminated pursuant to the termination provision (Section VIII) of this Agreement. Unless otherwise specified, for Plans that are record kept by Nationwide or Nationwide Affiliate on a single Nationwide recordkeeping system, NIA's appointment and authority under this Agreement shall apply to all employee benefit plans sponsored by the Plan Sponsor. If the Plan Sponsor desires to exclude a plan from coverage under this Agreement, now or at a later date, the Plan Sponsor must notify NIA of such individual plan's exclusion or termination of services under this Agreement in accordance with Section VIII of this Agreement. For Plans that are record kept by a third-party service provider or vendor, NIA's appointment and authority under this agreement shall apply only to the individual Plan as listed above.

#### **II. PROACCOUNT PROGRAM DESCRIPTION**

The ProAccount program is a discretionary managed account service offered by NIA ("ProAccount") for defined contribution plans participants and certain other employee benefit plan participants who desire professional guidance in managing their self-directed retirement plan account. ProAccount offers individualized investment advice using an investment process developed and maintained by an independent financial expert ("IFE") hired and overseen by NIA.

Under ProAccount, the IFE develops and maintains managed account portfolios ("Portfolios") based on all eligible investment options available under the Plan's menu of investments, and for certain product platforms, the IFE has access to all investment options available on the product platforms ("ProAccount Investments"). In its evaluation of ProAccount Investments for inclusion in the Portfolios, the IFE takes into account the maximum range of asset fees associated with the Nationwide Retirement Program, but does not consider the specific asset fees charged by the Nationwide Retirement Program to the Plan. Certain Portfolios could include allocations to investments offering a guaranteed lifetime income benefit. The guaranteed income benefit provided by these investments could be forfeited based on action taken by You or based on the IFE's changes to its Portfolios.



In addition, the Plan may offer investment options other than ProAccount Investments, including, but not limited to, individual stocks, employer stock, guaranteed certificate funds, certain collective investment funds and participant allocations to certain group fixed annuity contracts (collectively, "Non-ProAccount Investments"), which will not be considered by the IFE in the development of the Portfolios. ***Plan Sponsor hereby acknowledges that any employer-directed assets, Non-ProAccount Investments, or assets held in self-directed brokerage accounts are not eligible for ProAccount and will remain invested in their current manner until further action is taken by the Plan Participant or the Plan outside of ProAccount to move such assets into other investments that are eligible for ProAccount management.*** You further acknowledge that when a Participant enrolls in ProAccount, all of their existing investments that qualify as ProAccount Investments are liquidated when they enroll in ProAccount with the proceeds being allocated to their Participant Account. Such liquidation could result in a forfeiture of any current or future benefits offered by the investment options, including, but not limited to, guaranteed income benefit that a Participant may have been entitled to prior to the liquidation.

NIA will exercise authority by managing the Participant Accounts in accordance with the investment process as communicated by the IFE. In accordance with instructions from the IFE, NIA will rebalance Participant Accounts at least quarterly and more frequently if determined by the IFE that such rebalance is appropriate. In accordance with current policies and procedures, Plan Participants electing ProAccount will complete documentation, including the ProAccount Questionnaire (the "Questionnaire"), as part of the enrollment process. The Questionnaire is a tool developed by the IFE to help identify Plan Participant's risk tolerance, investment horizon, and retirement objectives. In addition to the Questionnaire, additional information provided by Plan Participants through recordkeeping systems, interactive online planning tools, such as the My Interactive Retirement Planner tool, and other financial risk tolerance questionnaire(s) may be used by NIA and provided to the IFE to further refine their investor profile. Such information will only be used if it is determined to be sufficiently reasonable and complete.

If You have elected ProAccount as the Qualified Default Investment Alternative ("QDIA") or default investment alternative for Your plan, participant contributions and any existing balances eligible for ProAccount will be placed in a moderate risk portfolio based on the participant's age. When used as a QDIA or default investment alternative, ProAccount may have limited participant information. However, participants can choose to affirmatively select ProAccount and provide additional information to allow for a more individualized risk-tolerance analysis. For Plans subject to ERISA, consistent with the Department of Labor's guidance on the requirements of Qualified Default Investment Alternatives under the pension Protection Act of 2006, investments that charge a redemption fee to participants will also be treated as Non-ProAccount Investments.

The IFE may use investment options for which NIA or an affiliate acts as an investment adviser ("Affiliated Investments"). With respect to the IFE's investment of Plan Participant Accounts in Affiliated Investments, Nationwide Affiliates neither endorse nor encourage the IFE's use of Affiliated Investments. ***The Plan Sponsor acknowledges that Plan Participant Accounts may be invested in Affiliated Investments.***

The IFE is not a party to this Agreement, and there is no contractual relationship between the Plan and the IFE. Services provided by the IFE are provided to NIA and all fees and expenses charged by the IFE for its services are paid by NIA. The advice provided to Plan Participants under ProAccount is limited to the independent advice provided based on the Portfolios created by the IFE, which NIA cannot modify. By signing this Agreement, You agree that NIA has discretion to terminate its relationship with the IFE at any time, without notice to You, and engage the services of a suitable replacement.

### III. OBLIGATIONS AND REPRESENTATIONS OF THE PLAN SPONSOR

The Plan Sponsor agrees to notify NIA of any change to the Plan Documents that affects NIA's rights or duties to the Plan or Plan Participants. If such a change occurs, NIA must agree to the modifications that impact NIA's rights or duties in writing.

The Plan Sponsor represents that the Plan is operated, and NIA's appointment is, in compliance with all applicable federal and state laws, rules and regulations.

### IV. OBLIGATIONS AND REPRESENTATIONS OF NIA

If the Plan is subject to the Employee Retirement Income Security Act of 1974 ("ERISA"), as amended by law, NIA acknowledges that NIA is an "investment manager," as defined by Section 3(38) of ERISA and the Internal Revenue Code of 1986, as amended, (the "Code") and also acknowledges that it is a fiduciary within the meaning of Section 3(21) of ERISA and Section 4975(e)(3) of the Code (but only with respect to the provision of services described in this Agreement). NIA agrees that in performing its duties and obligations under this Agreement, NIA will act in conformity with this Agreement, the agreement between NIA and the Plan Participants, the requirements of the Advisers Act, and all other applicable law.

NIA represents that it is registered as an investment adviser with the SEC under the Advisers Act and each of its representatives are properly registered, licensed and/or qualified to act as such under all applicable federal and state securities statutes and regulations.

NIA does not have any duty, responsibility or liability for Plan assets that are not part of the Participant Accounts that NIA manages through ProAccount. As part of this Agreement, NIA will not provide investment advice regarding, or have fiduciary responsibility for, the selection and monitoring of investment options available in the Plan.



NIA shall have no obligation or authority to take any action or render any advice with respect to the voting of proxies by or with respect to issuers of securities held in ProAccount.

## **V. PROACCOUNT FEES**

For purposes of services rendered to Plan Participants, the Plan Sponsor hereby approves, subject to specific approval by each Plan Participant electing ProAccount, a participant level advice program fee ("ProAccount Fee") as outlined in the attached ProAccount Schedule of Fees. The ProAccount Fee is separate from the fees and expenses charged by investment options offered through the Plan and in addition to any trustee, custodial, asset, service, administrative or transactional fees that the Plan Participants or the Plan may incur through the Nationwide Affiliate retirement programs.

The ProAccount Fee shall be calculated daily based on the market value of the Plan Participant's ProAccount Investments and withdrawn quarterly in accordance with each Plan Participant's investment advisory agreement with NIA. The Plan Sponsor hereby consents to the withdrawal of the ProAccount Fee from the applicable Plan Participant Accounts and agrees that it will use its best efforts to facilitate payment of such ProAccount Fee. If this Agreement terminates before the end of an applicable calendar quarter, then a pro-rata share of the ProAccount Fee will be withdrawn from the Plan Participant Accounts for the portion of the calendar quarter that elapsed prior to the termination.

To the extent permitted by applicable law or regulation, Nationwide Affiliates may receive payments from, or in connection with, ProAccount Investments selected by the IFE for inclusion in the Portfolios. The IFE's fees for services provided in connection with ProAccount are not based on or affected by the presence or number of the ProAccount Investments the IFE selects for the Portfolios or otherwise influenced by the payments NIA or its affiliates may receive from such investment options.

Certain ProAccount Investments may impose a trade restriction on certain transactions. It is possible that transactions initiated by NIA for ProAccount may result in the imposition of trade restrictions on one or more investment options held in Plan Participant Accounts. For further information on trade restrictions, including whether they will be applicable to any of the investment options within the Plan Participant Accounts, more information can be found in individual fund prospectus or other investment option disclosure material.

In addition to the above, if the Plan is not subject to ERISA, certain ProAccount Investments may charge a redemption fee and a transaction initiated by NIA may result in the imposition of such redemption fee. Redemption fees vary in amount and application from investment option to investment option. Any redemption fee will be deducted from the Plan Participant's ProAccount Account balance. More information on redemption fees can be found in the individual fund prospectus or other investment option disclosure material.

## **VI. INDEMNIFICATION, LIMITATION OF LIABILITY, AND RISK ACKNOWLEDGMENT**

Each party agrees to hold harmless, defend and indemnify the other party (including its directors, officers, employees, affiliates and agents) from and against any and all claims, liabilities, losses, costs, damages or expenses (including, without limitation, cost of litigation and reasonable attorneys' fees) (collectively, "Losses") arising out of or attributable to the indemnifying party's (i) willful misconduct, bad faith, criminal activity, or gross negligence, (ii) material breach of this Agreement or the material inaccuracy of any representation or warranty provided hereunder, or (iii) violation of any law to which such party is subject.

Plan Sponsor, on behalf of the Plan, agrees to hold harmless, defend and indemnify NIA (including its directors, officers, employees, affiliates and agents) from and against any and all Losses arising out of or attributable to NIA's following directions or carrying out instructions, or using obsolete, inaccurate or incomplete information, given or furnished by the Plan or its agents.

A party that seeks indemnification under this Section VI must promptly give the indemnifying party written notice of any legal action. A delay in notice does not relieve an indemnifying party of any liability to an indemnified party, except to the extent the indemnifying party shows that the delay prejudiced the defense of the action. The indemnifying party may participate in the defense at any time or it may assume the defense by giving notice to the other party. After assuming the defense, the indemnifying party: must select an attorney that is satisfactory to the other party; is not liable to the other party for any later attorney's fees or for any other later expenses that the other party incurs, except for reasonable investigation costs; must not compromise or settle the action without the other party's consent (but the other party must not unreasonably withhold its consent); and is not liable for any compromise or settlement made without its consent.

If the indemnifying party fails to participate in or assume the defense within 15 days after receiving notice of the action, the indemnifying party is bound by any determination made in the action or by any compromise or settlement made by the other party.

The parties represent and warrant that the indemnification in this Section VI is enforceable under applicable law and that neither party will assert a position contrary to such representation in any judicial or administrative proceeding. Nothing in this Agreement shall in any way constitute a waiver or limitation of any rights that Plan Sponsor may have under federal or state securities law.



**Risk Acknowledgment**

NIA uses reasonable care, consistent with industry practice, in providing advisory services through ProAccount. All investments in securities involve risk and investing through ProAccount does not guarantee a profit or eliminate market or investment risk. Investment return and principal amounts will fluctuate with market conditions, and Participant Accounts may lose money. Past performance of investments is no guarantee of future results. The analysis and advice provided by the IFE and delivered by NIA depends upon a number of factors, including the information You or the Plan Participants may provide, various assumptions and estimates, and other considerations. As a result, the advice developed, and the recommendations provided are not guarantees that Plan Participants will achieve their retirement goals or anticipated performance. The investment advice to Plan Participants contemplated by this Agreement relates only to the Participant Accounts within the Plan(s) subject to this Agreement that are subject to an investment management agreement between NIA and a Plan Participant and will not apply to any other assets a Plan Participant may own.

**VII. CONFIDENTIALITY**

Each party agrees that it will not, without the prior written consent of the other party, at any time during the term of this Agreement or any time thereafter, except as may be required by applicable law or as necessary to facilitate the implementation of services hereunder, use or disclose to any person, firm or other legal entity, including any affiliate or other representative of the party, any confidential records, secrets or information related to the other party (collectively, "Confidential Information"). Confidential Information shall include, without limitation, information about the other party's products and services, customer lists, customer or client information, Plan and Plan Participant information, and all other proprietary information used by a party in its business. *The parties acknowledge and agree that all Confidential Information that it has acquired, or may acquire, was received or will be received in confidence. Each party will exercise the utmost diligence to protect and guard such Confidential Information.*

The Plan Sponsor or such other authorized individual *(1) acknowledges that it is authorized to provide Confidential Information, including but not limited to Plan Participant information, to NIA and/or its affiliates for the operation of ProAccount, and the provision of such information does not violate any Plan or company provisions or policies; and (2) authorizes the sharing of Plan Participant information among NIA and its affiliates as necessary for the operation of ProAccount.*

**VIII. TERM OF AGREEMENT**

This Agreement is effective the date it is signed below. ProAccount will be made available to the plan when all required documents are fully completed, signed, and received by NIA and further accepted by NIA as evidenced by internal records maintained by NIA or its designated agent. This Agreement will continue until terminated by either party upon at least 30 days' advance written notice to the other. The Agreement will terminate immediately if the Plan terminates its participation in a Nationwide Affiliate's Retirement Program. In the event NIA terminates its relationship with the current IFE and has not designated a successor IFE, this Agreement will automatically terminate upon written notice from NIA. The Plan Sponsor understands that upon termination of this Agreement, the Participant Accounts will remain invested in ProAccount Investments last allocated by NIA until such time as Plan Participants make changes to their individual Accounts.

**IX. MISCELLANEOUS****Notices**

All notices required to be delivered under this Agreement will be delivered by U.S. first class mail, overnight courier, electronic mail, or other method as agreed upon by the parties, in each case prepaid as applicable, to NIA at the address provided below and to the Plan Sponsor at the address provided on the signature page of this Agreement (or to such other addresses as the parties may specify to one another in writing):

Nationwide Investment Advisors, LLC  
 Attention: Nationwide ProAccount  
 10 W Nationwide Blvd. Mail Stop 05-05-201J  
 Columbus, OH 43218-2797  
 Phone: 888-540-2896  
 Email: proacct@nationwide.com

Notices will be deemed received on the earlier of (1) three days from the date of mailing, or (2) the day the notice is actually received by the party to whom the notice was sent.

**Disclosure Documents**

As an SEC registered investment adviser, NIA provides its Privacy Policy, Form ADV Parts 2A and 2B ("Form ADV"), and Form CRS before or at the time You enter into this Agreement. The Form ADV is a disclosure document that summarizes the investment advisory services provided by an investment adviser registered with the SEC and/or the states. The Form ADV contains information regarding the services, fees, risks, and expenses associated with ProAccount.

By signing this Agreement, you agree to receive the above-mentioned disclosure documents and other required regulatory notices in electronic format including a web address or email containing a link to such web address. NIA may use the e-mail address provided by you to deliver regulatory notices and other disclosure documents. It is your obligation to inform NIA of any changes to your e-mail address. Until informed otherwise, NIA will rely on and deliver regulatory notices and other disclosures to the e-mail address you last provided. The current versions of the Form ADV, the Form CRS, and Privacy Policy are available free of charge online at [nationwide.com/proaccountadv](http://nationwide.com/proaccountadv). You have the right to request a paper copy, free of charge, of such disclosure documents at any time by calling Nationwide at 888-540-2896. You acknowledge having received and reviewed the above-mentioned disclosure documents upon entering into this Agreement.

#### Entire Agreement; Amendment

This Agreement and any attachments, for example, the ProAccount Schedule of Fees, constitutes the entire agreement between the parties and supersedes any prior agreements whether oral or written, among the parties relating to the subject matter of this Agreement. *The Plan Sponsor represents that no markings, alterations or amendments have been made to the Agreement and acknowledges that any such modifications would not be binding on NIA.* This Agreement may be amended by NIA upon 30 days' prior written notice to the Plan Sponsor and may be amended immediately to the extent required by applicable law.

#### Headings

All Section headings in this Agreement are for convenience of reference only and do not form part of this Agreement. Section headings will not, in any way, affect the meaning or interpretation of this Agreement.

#### Waiver

No delay by either party in requiring performance by the other shall affect the right of such party to require performance; no waiver by either party of any breach will be construed as a waiver of any subsequent breach or as a waiver of the provision itself or any other provision.

#### Survival

The terms and provisions of "Indemnification, Limitation of Liability, and Risk Acknowledgment," "Confidentiality," and "Miscellaneous" sections will survive the termination of this Agreement.

#### Assignment

Neither party may assign this Agreement (within the meaning of the Advisers Act), any of the rights, duties, or obligations of this Agreement without the other party's prior consent. Any assignment in violation of this provision shall be void and of no force or effect.

#### Force Majeure

Neither party shall be liable for failure to perform if the failure results from a cause beyond its control, including, without limitation, fire, electrical, mechanical, or equipment breakdowns, delays by third party providers and/or communications carriers, civil disturbances or disorders, terrorist acts, strikes, acts of government authority or new governmental restrictions, or acts of God.

#### Severability

Should any provision of this Agreement be held invalid or unenforceable by any court, arbitrator, statute, rule or otherwise, the remaining provisions of this Agreement will not be affected thereby and will continue in full force and effect to the fullest extent practicable.

#### Governing Law

This Agreement and its enforcement will be governed by and construed in accordance with the laws of the State of Ohio, without regard to its conflicts of law provisions or principles. Nothing herein will be construed in any manner inconsistent with the Advisers Act or any rule or order of the SEC, as applicable.

IN WITNESS WHEREOF, the Plan Sponsor, on behalf of the Plan, has executed this Agreement to be effective upon the date signed below.

Plan: City of Sheboygan 457(b)

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Plan Address: \_\_\_\_\_

Plan Contact/Phone Number: \_\_\_\_\_





## Nationwide ProAccount Nationwide Investment Advisors, LLC Fee Disclosure and Description Guide

Page 6 of 6

If applicable by law, this disclosure is intended to fulfill the 408(b)(2) requirements of the Employee Retirement Income Security Act of 1974.

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**Item: Services****Location:** Plan Sponsor Agreement- ProAccount Program Description Section

**Description:** The ProAccount program is a discretionary managed account service offered by NIA ("ProAccount") for retirement plan participants who desire professional guidance in managing their self-directed retirement plan account. ProAccount offers individualized investment advice using an investment process developed and maintained by an Independent Financial Expert ("IFE").

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**Item: Status****Location:** Plan Sponsor Agreement- Obligations and Representations of NIA Section

**Description:** If the Plan is subject to the Employee Retirement Income Security Act of 1974 ("ERISA"), as amended by law, NIA acknowledges that it is an "investment manager," as defined by Section 3(38) of ERISA and the Internal Revenue Code of 1986, as amended, (the "Code") and also acknowledges that it is a fiduciary within the meaning of Section 3(21) of ERISA and Section 4975(e)(3) of the Code (but only with respect to the provision of services described in the Agreement).

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**Item: Direct Compensation****Location:** Plan Sponsor Agreement- ProAccount Fees Section and ProAccount Schedule of Fees

**Description:** NIA receives an annual ProAccount fee of up to 1.00% ("ProAccount Fee"). Refer to the attached ProAccount Schedule of Fees for exact fees charged to your plan.

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**Item: Indirect Compensation****Location:** N/A

**Description:** NIA does not receive indirect compensation in connection with ProAccount.

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**Item: Compensation Paid Among Related Parties****Location:** N/A

**Description:** Compensation among NIA and its related parties is not paid on a transaction basis or charged against, or reflected in, the net value of the plan's investment.

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**Item: Compensation for Termination of Contract or Arrangement****Location:** Plan Sponsor Agreement - Termination Section, ProAccount Fees Section, and ProAccount Schedule of Fees

**Description:** There is no termination fee. If the plan or Plan Participant terminates ProAccount before the end of an applicable calendar quarter, then a pro-rata share of the ProAccount Fee will be withdrawn from the Plan Participant Accounts for the portion of the calendar quarter that elapsed prior to the termination.

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**Item: Manner of Receipt of Compensation****Location:** Plan Sponsor Agreement- ProAccount Fees Section

**Description:** The ProAccount Fee is calculated daily based on the market value of the Plan Participant's ProAccount Investments and withdrawn quarterly in accordance with each Plan Participant's investment advisory agreement with NIA.

This material is not a recommendation to buy, sell, hold, or rollover any asset, adopt an investment strategy, retain a specific investment manager or use a particular account type. It does not take into account the specific investment objectives, tax and financial condition or particular needs of any specific person. Investors should work with their financial professional to discuss their specific situation.

VIII

R. C. No. 163 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE.  
February 6, 2023.

Your Committee to whom was referred Res. No. 128-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing the appropriate City officials to execute an Adoption Agreement for the extension and offering of additional investment options with Nationwide.; recommends adopting the Resolution.

_____	_____
_____	_____
_____	_____
	Committee

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

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

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

Res. No. 128 - 22 - 23. By Alderpersons Mitchell and Filicky-Peneski.  
January 16, 2023.

A RESOLUTION authorizing the appropriate City officials to execute an Adoption Agreement for the extension and offering of additional investment options with Nationwide.

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

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

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

WHEREAS, Nationwide has various products available through their plan including the Percentage-Based Contribution Option, Roth Option, Non-ERISA Loan Program Option, ProAccount - Professional Managed Account Option; and

WHEREAS, Res. No. 111-22-23 authorized the Group Flexible Purchase Payment Deferred Fixed Indexed Annuity Contract.

NOW, THEREFORE, BE IT RESOLVED: That the Finance Director is hereby authorized to execute the attached Adoption Agreement for Eligible Governmental 457 Plan.

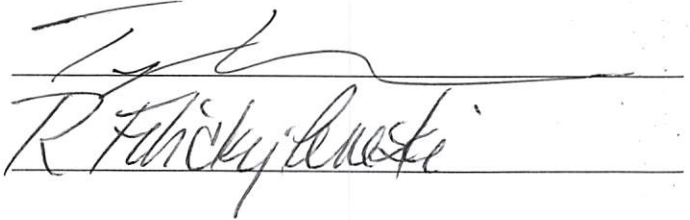
BE IT FURTHER RESOLVED: That following Amendments and Documents are hereby approved and adopted and that the Finance Director is hereby authorized and directed to execute and deliver to the Plan Administrator such Amendments and Documents and to take any and all lawful actions as they deem necessary to effectuate this Resolution, all in furtherance of said Adoption Agreement:

- Amendment to Implement Secure Act and Other Law Changes;
- Letter instructing Nationwide Retirement Solutions to add percent-based contributions as an option available in the plan;
- Nationwide Retirement Solutions Non-ERISA Plan Loan Program document with Addendum A;
- Nationwide Investment Advisors, LLC ProAccount Plan Sponsor Agreement, including Fee Disclosure and Description Guide.

F&P



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

  
 \_\_\_\_\_  
 R. Fickel

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

## AMENDMENT FOR CARES ACT

### ARTICLE 1 PREAMBLE; DEFINITIONS

- 1.1 **Adoption of Amendment.** The Employer adopts this Amendment to implement provisions of the Act which affect the Plan. All references to the Plan include the Plan's loan program, policy, or procedure to the extent applicable.
- 1.2 **Superseding of inconsistent provisions.** This Amendment supersedes the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this Amendment.
- 1.3 **Construction.** Except as otherwise provided in this Amendment, any Article or Section reference in this Amendment refers only to this Amendment and is not a reference to the Plan. The Article and Section numbering in this Amendment is solely for purposes of this Amendment and does not relate to the Plan article, section, or other numbering designations.
- 1.4 **Effect of restatement of Plan.** If the Employer restates the Plan then this Amendment shall remain in effect after such restatement unless the provisions in this Amendment are restated or otherwise become obsolete (e.g., if the Plan is restated onto a plan document which incorporates these provisions).
- 1.5 **Definitions.** Except as otherwise provided in this Amendment, terms defined in the Plan will have the same meaning in this Amendment. The following definitions apply specifically to this Amendment:
  - A. The "Act" is the Coronavirus Aid, Relief, and Economic Security Act, also known as the CARES Act. This Amendment shall be interpreted and applied to comply with the Act.
  - B. A "Qualified Individual" means any individual who meets one or more of the criteria described in paragraphs (1), (2), (3), or (4). Participants, alternate payees and beneficiaries of deceased participants can be treated as Qualified Individuals. The Plan Administrator may rely on an individual's certification that the individual satisfies a condition to be a Qualified Individual unless the Plan Administrator has actual knowledge to the contrary. In applying the criteria, "COVID-19" means either the virus SARS-CoV-2 or coronavirus disease 2019; "an approved test" means a test approved by the Centers for Disease Control and Prevention (including a test authorized under the Federal Food, Drug, and Cosmetic Act); and a "member of the individual's household" means someone who shares the individual's principal residence. The criteria are as follows:
    - (1) The individual was diagnosed with COVID-19 by an approved test;
    - (2) The individual's spouse or dependent (as defined in Code §152) was diagnosed with COVID-19 by an approved test;
    - (3) The individual has experienced adverse financial consequences because: (a) the individual or the individual's spouse, or a member of the individual's household was quarantined, furloughed or laid off, or had work hours reduced due to COVID-19; (b) the individual, the individual's spouse, or a member of the individual's household was unable to work due to lack of childcare due to COVID-19; (c) A business owned or operated by the individual, the individual's spouse, or a member of the individual's household closed or reduced hours due to COVID-19; or (d) the individual, the individual's spouse, or a member of the individual's household had a reduction in pay (or self-employment income) due to COVID-19 or had a job offer rescinded or start date for a job delayed due to COVID-19; or
    - (4) The individual satisfies any other criteria determined by the Treasury or the IRS.

### ARTICLE 2

## IDENTIFYING INFORMATION; EMPLOYER ELECTIONS

2.1 Reserved.

2.2 Employer identifying information.

A. Name of Employer: City of Sheboygan, WIB. Name of Plan: City of Sheboygan 457(b) Deferred Compensation Plan

C. Type of Plan (check one)

- (1) ☐ 401(k) Plan  
 (2) ☐ Profit-Sharing Plan (other than a 401(k) plan)  
 (3) ☐ Money Purchase Pension Plan  
 (4) ☐ Defined Benefit Plan (including a cash balance plan)  
 (5) ☐ 403(b) Plan  
 (6) ☒ 457(b) Plan sponsored by a governmental employer

2.3 **Relief for Qualified Individuals.** Will the Plan provide any or all of the following relief for Qualified Individuals: (1) Coronavirus-Related Distributions described in Article 3, (2) increased loan limits described in Section 4.2, (3) the loan repayment extension described in Section 4.3. (Select one of (a), (b), or (c). If (c) is selected, then select one or more of (d), (e), and/or (f))

- (a) ☐ No. The Plan will not provide any of these relief provisions.  
 (b) ☐ Yes. The Plan will provide all of these relief provisions. The limitations on distributions described in Sections 2.3(d)(1) – (4) and the limitations on loans in Section 2.3(e)(1) – (3) and 2.3(f)(1)–(3) do not apply.  
 (c) ☒ Some. The Plan will provide those relief provisions selected in (d), (e), or (f) below.

(d) ☒ **The Coronavirus-Related Distribution provisions described in Article 3** (If (d) is selected, the Employer may optionally select one or more of (1), (2), (3), (4), or (5).)

- (1) ☐ Coronavirus-Related Distributions are not available from an account in which the Participant is not 100% vested.  
 (2) ☐ Coronavirus-Related Distributions may be made only from the following accounts:  
 (3) ☐ The maximum amount of Coronavirus-Related Distributions from the Plan to a Qualified Individual will not exceed: \$\_\_\_\_\_. (Enter amount less than \$100,000.)  
 (4) ☐ The following additional provisions apply to Coronavirus-Related Distributions:

\_\_\_\_\_.  
 (Enter limitations or restrictions which are nondiscriminatory and not subject to Employer discretion.)

(e) ☐ **The increased loan limit described in Section 4.2** (If (e) is selected, the Employer may optionally select any one or more of (1), (2), or (3).)

- (1) ☐ The maximum dollar amount of loans pursuant to Section 4.2 will not exceed: \$\_\_\_\_\_. (Enter amount less than \$100,000.)  
 (2) ☐ The maximum percentage of the present value of the nonforfeitable accrued benefit that may be loaned pursuant to Section 4.2 will not exceed: \_\_\_\_\_%. (Enter percentage less than 100%.)  
 (3) ☐ The following additional provisions apply to the increased loan limit:

\_\_\_\_\_.  
 (Enter limitations or restrictions which are nondiscriminatory.)

(f) ☐ **The loan repayment extension described in Section 4.3** (If (f) is selected, the Employer may optionally select one or more of (1), (2), or (3).)

- (1) ☐ The Suspension Period will begin \_\_\_\_\_ (Enter date not before March 27, 2020) and end \_\_\_\_\_. (Enter date not later than December 31, 2020.)  
 (2) ☐ The Extension Period will be \_\_\_\_\_. (Enter period, up to one year, the due date of the loan will be extended, such as "six months.")

- (3) ☐ The following additional provisions apply to the loan repayment extension:

*(Enter limitations or restrictions which are nondiscriminatory.)*

- 2.4 **RMD waivers for 2020.** Unless the Employer elects otherwise below, the provisions of Section 5.2 apply and a Participant or Beneficiary who would have been required to receive a 2020 RMD or Extended 2020 RMD will receive the distribution unless the Participant or Beneficiary chooses not to receive the distribution.
- (a) ☒ The provisions of Section 5.2 apply and a Participant or Beneficiary who would have been required to receive a 2020 RMD or Extended 2020 RMD will not receive the distribution unless the Participant or Beneficiary chooses to receive the distribution.
- (b) ☐ Payment of RMDs or Extended 2020 RMDs will be governed by the terms of the Plan without regard to this Amendment (i.e., no election is available to Participants or Beneficiaries).
- (c) ☐ Other: \_\_\_\_\_

For purposes of Section 5.3, the Plan will also treat the following as eligible rollover distributions in 2020: *(Choose one or none of (d), (e), or (f)): If no election is made, then a direct rollover will be offered only for distributions that would be eligible rollover distributions without regard to Code §401(a)(9)(I)):*

- (d) ☐ 2020 RMDs.
- (e) ☐ 2020 RMDs and Extended 2020 RMDs.
- (f) ☒ 2020 RMDs but only if paid with an additional amount that is an eligible rollover distribution without regard to Code §401(a)(9)(I).

The provisions of Article 5, and the election in this Section 2.4, will be effective on the date specified in Section 2.5, unless a different date is entered here: \_\_\_\_\_ *(Optional. Enter a date between March 27, 2020 and December 31, 2020. RMD distributions before the selected effective date should have followed plan terms in effect before this amendment.)*

- 2.5 **Effective Date.** This Amendment is effective March 27, 2020, or as soon as practical thereafter, or, if later, the following date: \_\_\_\_\_. *(Optional. Enter a date not later than December 31, 2020.)*

### ARTICLE 3 CORONAVIRUS-RELATED DISTRIBUTIONS

- 3.1 **Application.** This Article 3 will apply if Section 2.3(b) or Section 2.3(d) is selected.
- 3.2 **Coronavirus-Related Distribution(s).** Subject to the provisions described in Section 2.3(d)(4), if any, a Qualified Individual may take one or more Coronavirus-Related Distributions. The accounts from which the amount may be distributed shall be limited if selected in Sections 2.3(d)(1) and (2). However, if the Plan is a Money Purchase Pension Plan or a Defined Benefit Plan, and the Qualified Individual has not separated from service, the Qualified Individual may not take a Coronavirus-Related Distribution prior to attaining the earlier of Normal Retirement Age or age 59½. The provisions of this Section will apply notwithstanding any limitation in the Plan on partial distributions or any otherwise applicable plan or administrative limits on the number of allowable distributions.
- 3.3 **Repayment of distribution.** If the Plan permits rollover contributions, then a Participant who receives a Coronavirus-Related Distribution (from this Plan and/or another eligible retirement plan as defined in Code §402(c)(8)(B)), at any time during the 3-year period beginning on the day after receipt of the distribution, may make one or more contributions to the Plan, as rollover contributions, in an aggregate amount not to exceed the amount of such distribution.
- 3.4 **Definition of Coronavirus-Related Distribution.** A "Coronavirus-Related Distribution" means a distribution to a Qualified Individual during the period beginning January 1, 2020 and ending December 30, 2020. The total amount of Coronavirus-Related Distributions to a Qualified Individual pursuant to this Amendment from all plans maintained by the Employer, or any related employer described in Code §414(b), (c), (m), or (o), shall not exceed \$100,000, (or such lesser amount specified in Section 2.3(d)(3)). The



Coronavirus-Related Distributions from the Plan to a Qualified Individual will not exceed the amount of the individual's vested account balance or the present value of the individual's vested accrued benefit.

#### ARTICLE 4 PARTICIPANT LOAN RELIEF

- 4.1 **Application.** This Article 4 will apply only if the Plan permits participant loans. Section 4.2 will apply if Section 2.3(b) or Section 2.3(e) is selected. Section 4.3 will apply if Section 2.3(b) or Section 2.3(f) is selected.
- 4.2 **Increased loan limit.** Notwithstanding the loan limitation that otherwise would apply, the Plan will determine the loan limit under Code §72(p)(2)(A) for a loan to a Qualified Individual, made during the period beginning March 27, 2020 and ending September 22, 2020, by substituting "\$100,000" (or such lesser amount specified in Section 2.3(e)(1)) for "\$50,000," and by substituting "100% (or such lesser percentage specified in Section 2.3(e)(2)) of the present value of the nonforfeitable accrued benefit of the employee under the Plan" for "one-half of the present value of the nonforfeitable accrued benefit of the employee under the Plan" (or its equivalent). The provisions described in Section 2.3(e)(3), if any, will apply in connection with loans to Qualified Individuals.
- 4.3 **Extension of certain repayments.** If a Qualified Individual has an outstanding loan from the Plan on or after March 27, 2020, then: (1) if the date for any repayment of such loan occurs during the Suspension Period, the due date is extended for the Extension Period; (2) the due date of the loan will be extended by the Extension Period; (3) the Plan will adjust any subsequent repayments to reflect the extension of the due date and any interest accrued during the Suspension Period; and (4) the Plan will disregard the Extension Period in determining the 5-year period and the loan term under Code §72(p)(2)(B) or (C). The provisions described in Section 2.3(f)(3), if any, will apply in connection with the suspension and extension described in this Section. The Suspension Period, unless otherwise specified in Section 2.3(f)(1), will begin March 27, 2020 and end December 31, 2020. The Extension Period, unless otherwise specified in Section 2.3(f)(2) will be one year. The provisions of this Section 4.3 will be applied in accordance with Section 5.B. of Notice 2050-50, or any subsequent applicable guidance, and the adjustment described in (3) may reflect the "safe harbor" described therein.

#### ARTICLE 5 WAIVER OF 2020 REQUIRED MINIMUM DISTRIBUTIONS (RMDs)

- 5.1 **Application.** This Article 5 will apply only to defined contribution plans, including 401(k) Plans, Profit-Sharing Plans, Money Purchase Pension Plans, 403(b) Plans, and 457(b) Plans sponsored by governmental employers. The definitions in Section 5.4 will apply in interpreting Section 2.4.
- 5.2 **Waiver; default provision.** This Section 5.2 will apply unless the Employer has selected Section 2.4(b) or (c). Notwithstanding the provisions of the Plan relating to RMDs, whether a Participant or Beneficiary who would have been required to receive 2020 RMDs, and who would have satisfied that requirement by receiving distributions that are (1) equal to the 2020 RMDs, or (2) Extended 2020 RMDs will receive those distributions is determined in accordance with the option chosen by the Employer in Section 2.4. Notwithstanding the option chosen by the employer in Section 2.4, a Participant or Beneficiary will be given an opportunity to make an election as to whether or not to receive those distributions. If the Plan permits a Beneficiary of a deceased Participant to make the election to use the 5-year rule or the life expectancy rule, the deadline to make the election shall be extended to reflect the adoption of Code §401(a)(9)(I).
- 5.3 **Direct rollovers.** Notwithstanding the provisions of the Plan relating to required minimum distributions under Code §401(a)(9), and solely for purposes of applying the direct rollover provisions of the Plan, certain additional distributions in 2020, as elected by the Employer in Section 2.4, will be treated as eligible rollover distributions. If no election is made by the Employer in Section 2.4, then a direct rollover will be



offered only for distributions that would be eligible rollover distributions without regard to Code §401(a)(9)(I).

- 5.4 **Definitions. "RMDs"** means required minimum distributions described in Code §401(a)(9). **"2020 RMDs"** means required minimum distributions the Plan would have been required to distribute in 2020 (or permitted to pay in 2021 for the 2020 calendar year for a Participant with a required beginning date of April 1, 2021) but for the enactment of Code §401(a)(9)(I). **"Extended 2020 RMDs"** means one or more payments in a series of substantially equal distributions (that include the 2020 RMDs) made at least annually and expected to last for the life (or life expectancy) of the Participant, the joint lives (or joint life expectancy) of the Participant and the Participant's designated Beneficiary, or for a period of at least 10 years.
- 5.5 **Installment payments.** A Participant or Beneficiary receiving payment of 2020 RMDs or 2020 Extended RMDs pursuant to this Article 5 may receive them in any method (including installments or partial distributions) which would have been permitted under the terms of the Plan if the amounts would have been RMDs but for the enactment of Code §401(a)(9)(I).

\* \* \* \* \*

This Amendment has been executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Name of Plan: City of Sheboygan 457(b) Deferred Compensation Plan

Name of Employer: City of Sheboygan, WI

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

IV

R. C. No. 166 - 22 - 23. By LICENSING, HEARINGS, AND PUBLIC SAFETY  
COMMITTEE. February 6, 2023.

Your Committee to whom was referred R. O. No. 94-22-23 by Chief of Police Christopher Domagalski pursuant to section 54-65 of the Municipal Code, submitting the quarterly report of Benchmark Measurements for the Police Department, for the period commencing October 1, 2022 and ending December 31, 2022; recommends filing the report.

_____	_____
_____	_____
_____	_____
	Committee

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

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

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

R. O. No. 94 - 22 - 23. By CHIEF OF POLICE CHRISTOPHER DOMAGALSKI.  
January 16, 2023.

Pursuant to section 54-65 of the Municipal Code, I herewith submit my quarterly report showing the Benchmark Measurements for my department for the period commencing October 1, 2022 and ending December 31, 2022.

	2020	Y-T-D	2021	Y-T-D	2022
<u>Patrol and Investigations</u>	<u>Actual</u>	<u>12/31/21</u>	<u>Actual</u>	<u>12/31/22</u>	<u>Goals</u>
Homicide	2	1	1	0	0
Rape	20	39	39	30	20
Robbery	14	5	5	11	10
Aggravated Assault	107	112	112	110	100
Burglary	96	82	82	65	100
Theft	689	563	563	597	800
Motor Vehicle Theft	35	34	34	29	30
Arson	10	5	5	10	10
Part 1 Total Crimes	973	841	841	852	900
Percent of Offenses Cleared	56%	47%	47%	60%	70%
Value of Property Stolen	\$475,001	\$711,334	\$711,334	\$684,397	\$500,000
Value of Property Recovered	\$389,071	\$321,044	\$321,044	\$340,673	\$200,000
Percent of Stolen Recovered	82%	45%	45%	50%	40%
Accident Investigations	1,340	1,365	1,365	1,418	1,500
Traffic Stops	3,455	4,395	4,395	5,799	No Goal
Traffic Arrests	2,611	3,016	3,016	3,856	No Goal
Other Arrests	2,646	2,810	2,810	3,074	No Goal
Speed Trailer Deployments	8	29	29	12	20
HVEE Deployments	1	65	65	68	12
Parking Tickets Issued	6,098	6,631	6,631	8,366	10,000
Bicycles Recovered	118	190	190	152	150
Involuntary Commitments	101	144	144	138	No Goal
<u>Administration</u>					
District Attorney Request for Digital Evidence	1,216	1,142	1,142	1,078	2,750
Open Records Requests	7,318	6,502	6,502	6,688	4,000
Nixle Messages Sent	97	78	78	92	250
Press Releases	20	18	18	23	50
Tweets	92	111	111	126	350
Facebook Followers*	15,449	16,749	16,749	17,515	17,000
Reported Crime Maps	100	98	98	87	104
Crime Comparison Reports	24	22	22	20	26

\*Facebook no longer reports likes which were previously tracked

POLICE CHIEF

R. C. No. 167 - 22 - 23. By LICENSING, HEARINGS, AND PUBLIC SAFETY  
COMMITTEE. February 6, 2023.

Your Committee to whom was referred R. O. No. 93-22-23 by Fire Chief pursuant to section 50-564 of the Municipal Code, submitting the quarterly report of Benchmark Measurements for the Fire Department, for the period commencing October 1, 2022 and ending December 31, 2022; recommends filing the report.

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

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

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

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

R. O. No. 93 - 22 - 23. By FIRE CHIEF. January 16, 2023.

Pursuant to section 50-564 of the Municipal Code, I herewith submit my quarterly report of Benchmark Measurements for the Fire Department, for the period commencing October 1, 2022 and ending December 31, 2022.

## 2022 Fourth Quarter Benchmarks

	2021 Fourth Quarter	2021 YTD	2022 Fourth Quarter	2022 YTD	2022 Goals
<b>Incident Types</b>					
Fires	21	87	22	92	< 90
Rescue & Emergency Medical Service	1,290	4,833	1,272	5,170	4,900
Non Fires	375	1,379	354	1,558	1,400
TOTAL	1,686	6,299	1,648	6,820	6,300
<b>Station Incident Count Per Station</b>					
Station 1	469	1,809	476	2,003	1,825
Station 2	319	1,239	335	1,229	1,225
Station 3	377	1,459	387	1,677	1,500
Station 4	338	1,163	263	1,171	1,150
Station 5	173	594	142	609	600
Mutual Aid Given	10	35	45	131	
Mutual Aid Received	N/A	N/A	12	54	
Overlapping Calls (Percentage)	N/A	N/A	62%	64%	
Overlapping Calls (Count)	N/A	N/A	1,018	4,380	
<b>Fire Loss</b>					
Number of Incidents	12	54	17	61	
Total Pre Incident Value	\$ 1,703,800	\$ 95,389,290	\$ 126,338,470	\$ 163,942,270	
Total Property Loss	\$ 163,200	\$ 538,550	\$ 320,000	\$ 887,790	
Total Content Loss	\$ 65,800	\$ 546,617	\$ 114,370	\$ 1,115,910	
Total Loss	\$ 229,000	\$ 1,085,167	\$ 434,370	\$ 2,003,700	
Average Loss	\$ 19,083	\$ 20,095.69	\$ 25,551	\$ 32,848	
Property Saved	\$ 1,474,800	\$ 94,304,123	\$ 125,904,100	\$ 161,938,570	
<b>Workload</b>					
Inspections	324	2,267	446	2,742	2,300
School Safety Programs (Students)	3,148	3,148	574	3,122	3,200
Public Events	13	56	18	76	60
Station Tours	4	9	6	16	25
Non-Compliance/ Installed Smoke Alarms	21/17	63/82	17/27	78/94	
Fire Training Hours	1,040	4,981	1,139	6,279	8,000
EMS Training Hours	520.50	2,072	504	1,939	2,100
Investigations	20	84	22	89	
<b>Efficiency</b>					
EMS Average Response Time (360 Seconds)	N/A	N/A	N/A	N/A	
Fire Average Response Time (380 Seconds)*	79%	79%	82%	77%	90%
<b>Effectiveness</b>					
Resident Satisfaction Rating	99%	99%	N/A	N/A	
ISO Rating	2	2	2	2	1

Note: Resident Satisfaction rating was not a metric on the 2022 Baker Tilly Study. Therefore, there is no current data.

\*Fire response 380 seconds or less per NFPA standards

FIRE CHIEF



VIII

R. C. No. 168 - 22 - 23. By PUBLIC WORKS COMMITTEE. February 6, 2023.

Your Committee to whom was referred Res. No. 123-22-23 by Alderpersons Dekker and Rust authorizing the Purchasing Agent to issue a purchase order for the purchase of a towable brush chipper for the Department of Public Works - Motor Vehicle Division; recommends adopting the Resolution.

_____	_____
_____	_____
_____	_____
	Committee

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

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

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

Res. No. 123 - 22 - 23. By Alderpersons Dekker and Rust. January 16, 2023.

A RESOLUTION authorizing the Purchasing Agent to issue a purchase order for the purchase of a towable brush chipper for the Department of Public Works - Motor Vehicle Division.

WHEREAS, the Department of Public Works has included funding in their 2023 Capital Improvements Budget for the purchase of a diesel-powered brush chipper; and

WHEREAS, after reviewing various brands and models currently available, staff has determined that the Bandit™ Chipper includes all of the features and functions required by the Department; and

WHEREAS, state law and the City's Procurement Policy allows the City to join with other units of government in cooperative purchasing plans when the best interest of the City would be served; and

WHEREAS, the Bandit dealer for Wisconsin, Brooks Tractor Inc. of Sun Prairie, WI ("Brooks"), has indicated that they have the desired chipper on order and expect it will be available for delivery in February 2023; and

WHEREAS, Brooks is willing to sell this equipment to the City utilizing National Contract pricing provided by Sourcewell, a Cooperative Purchasing consortium of which the City is a member. Members of Sourcewell are able to take advantage of competitively bid, pre-negotiated prices; and

WHEREAS, having reviewed the Sourcewell Contract # 050119-BAN, City staff believes, and the Council agrees that this is the best procurement method for this purchase as it saves the City approximately 12% from MSRP; and

WHEREAS, if approved, the staff expects to take delivery of the new chipper in the second quarter of 2023, at which time the current brush chipper will be evaluated for future viability and whether it should be retained as a backup unit or sold at auction.

NOW, THEREFORE, BE IT RESOLVED: That the Purchasing Agent is authorized to issue a Purchase Order to Brooks Tractor Inc. of Sun Prairie, WI for the purchase of a new, Bandit Brush Chipper for the Department of Public Works at a cost of \$68,000.00.

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw funds in the amount of \$68,000.00 from the Motor Vehicle Fund - Light Equipment (Account No. 730399-651200) for the purchase of the equipment.

Dean Dikha

[Signature]

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. O. No. 100 - 22 - 23. By CITY PLAN COMMISSION. February 6, 2023.

Your Commission to whom was referred Gen. Ord. No. 17-22-23 by Alderperson Filicky-Peneski amending the City's Future Land Use Map of the Sheboygan Comprehensive Plan to change the Use District Classification for property located off of N. 15th Street and Martin Avenue - Parcel #59281718350, Parcel #59281712950 and Parcel #59281712930 from Class Neighborhood Preservation to Multi-Family Residential; recommends adopting the Ordinance.

---

CITY PLAN COMMISSION

*X*

Gen. Ord. No. 17 - 22 - 23. By Alderperson Filicky-Peneski. January 16, 2023.

AN ORDINANCE amending the City's Future Land Use Map of the Sheboygan Comprehensive Plan to change the Use District Classification for property located off of N. 15<sup>th</sup> Street and Martin Avenue - Parcel #59281718350, Parcel #59281712950 and Parcel #59281712930 from Class Neighborhood Preservation to Multi-Family Residential.

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

Section 1. Chapter 2 of the Sheboygan Comprehensive Plan establishing future land use classifications is hereby amended by changing the Future Land Use Maps thereof and Use Classifications of the following described lands from Class Neighborhood Preservation to Multi-Family Residential Classification:

Property located off of N. 15<sup>th</sup> Street and Martin Avenue - Parcel #59281718350, Parcel #59281712950 and Parcel #59281712930:

Section 15, Township 15 North, Range 23 East. Edwin Schaetzers Subd Lots 6-7-8-9-10-11 & 12 Blk 3 and Lutz Division Lot 9 Blk 1 and Lutz Division N 20' of Lot 10 Blk 1

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

*City Plan*

*R. Filicky-Peneski*

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

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

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

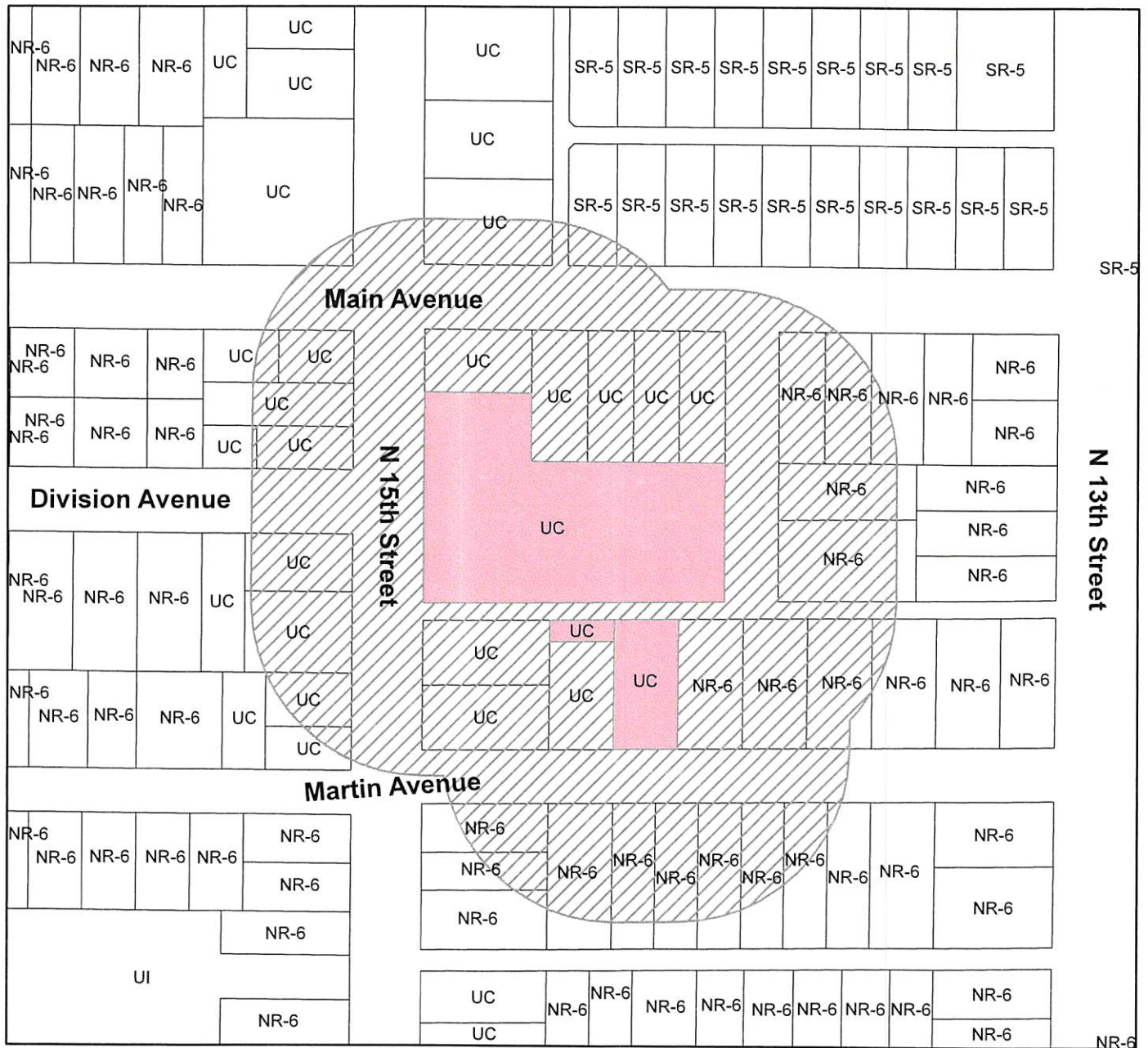


# PROPOSED COMPREHENSIVE PLAN AMENDMENT FROM NEIGHBORHOOD PRESERVATION TO MULTI-FAMILY RESIDENTIAL

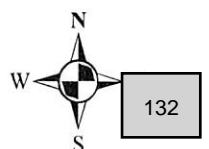
Item 15.

SECTION 15, TOWNSHIP 15 NORTH, RANGE 23 EAST

EDWIN SCHAEZTERS SUBD LOTS 6-7-8-9-10-11 & 12 BLK 3  
AND  
LUTZ DIVISION LOT 9 BLK 1  
AND  
LUTZ DIVISION N 20' OF LOT 10 BLK 1



0 40 80 160 240 320  
Feet



II

R. O. No. 99 - 22 - 23. By CITY PLAN COMMISSION. February 6, 2023.

Your Commission to whom was referred Gen. Ord. No. 18-22-23 by Alderperson Filicky-Peneski and R. O. No. 95-22-23 by City Clerk submitting an application from the City of Sheboygan to amend the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification for property located off of N. 15th Street and Martin Avenue - Parcel #59281718350, Parcel #59281712950 and Parcel #59281712930 from Class Urban Commercial (UC) to Urban Residential (UR-12) Classification; recommends filing the R. O. and adopting the Ordinance.

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CITY PLAN COMMISSION

Gen. Ord. No. 18 - 22 - 23. By Alderperson Filicky-Peneski. January 16, 2023.

AN ORDINANCE amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification for property located off of N. 15<sup>th</sup> Street and Martin Avenue - Parcel #59281718350, Parcel #59281712950 and Parcel #59281712930 from Class Urban Commercial (UC) to Urban Residential (UR-12) Classification.

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

Section 1. Appendix A, Chapter 15 of the Sheboygan Zoning Ordinance establishing zoning districts and prescribing zoning standards and regulations is hereby amended by changing the Official Zoning Map thereof and Use District Classification of the following described lands from Class Urban Commercial (UC) to Urban Residential (UR-12) Classification:

Property located off of N. 15<sup>th</sup> Street and Martin Avenue - Parcel #59281718350, Parcel #59281712950 and Parcel #59281712930:

Section 15, Township 15 North, Range 23 East. Edwin Schaetzers Subd Lots 6-7-8-9-10-11 & 12 Blk 3 and Lutz Division Lot 9 Blk 1 and Lutz Division N 20' of Lot 10 Blk 1

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

*R. Filicky-Peneski*

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

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

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



# **PROPOSED REZONE FROM URBAN COMMERCIAL (UC) TO URBAN RESIDENTIAL (UR-12)**

Item 16.

SECTION 15, TOWNSHIP 15 NORTH, RANGE 23 EAST

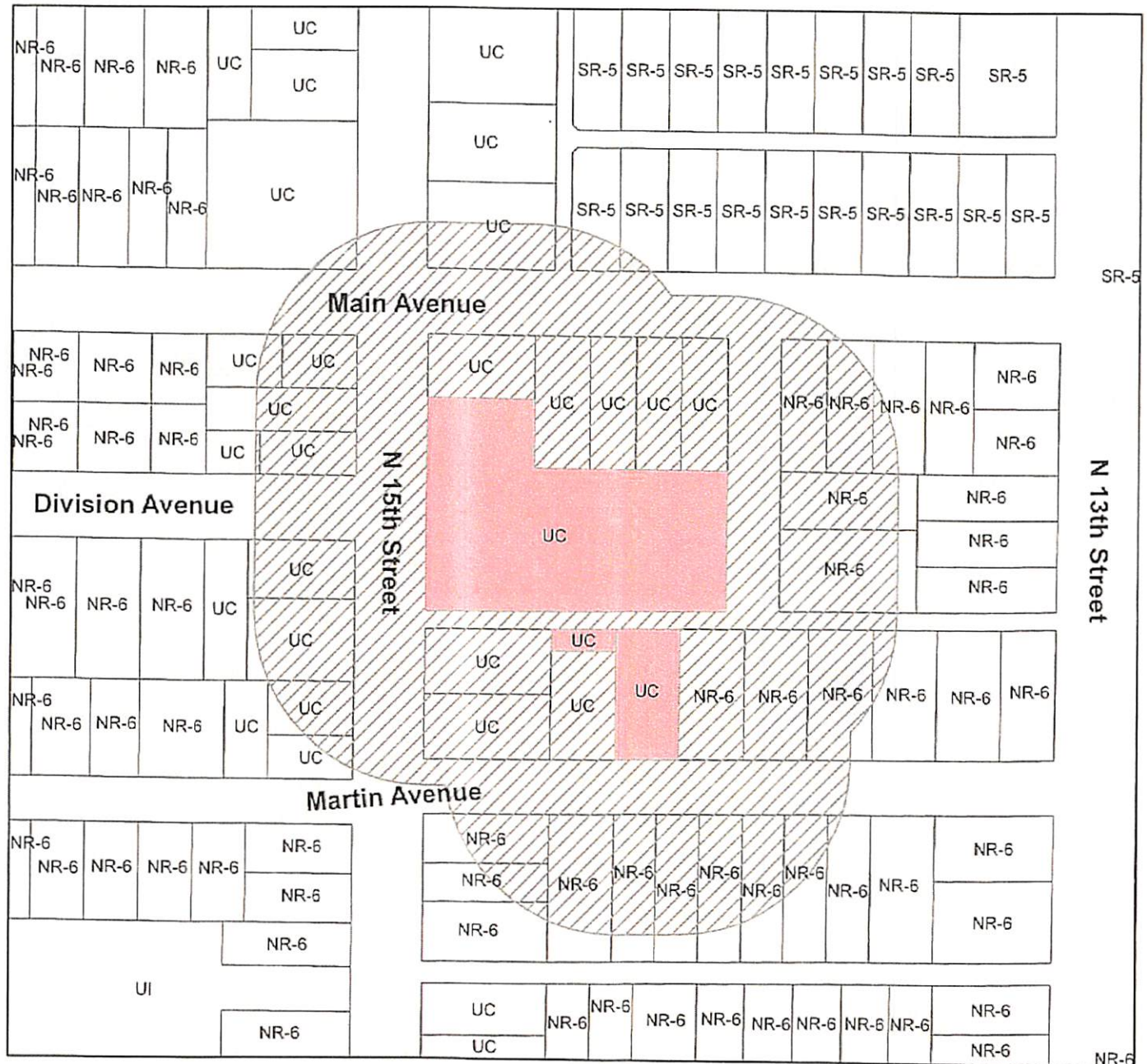
EDWIN SCHAEZTERS SUBD LOTS 6-7-8-9-10-11 & 12 BLK 3

AND

LUTZ DIVISION LOT 9 BLK 1

AND

LUTZ DIVISION N 20' OF LOT 10 BLK 1



0 40 80 160 240 320 Feet



*II*  
R. O. No. 95 - 22 - 23. By CITY CLERK. January 16, 2023.

Submitting an application from City of Sheboygan for a change in zoning classification for property off of N. 15<sup>th</sup> Street and Martin Avenue (former Jakum Hall Parcel No. 59281718350, 59281712950 and 59281712930) from Class Urban Commercial (UC) to Class Urban Residential (UR-12).

*City Plan*  
\_\_\_\_\_  
CITY CLERK



OFFICE USE ONLY	
APPLICATION NO.:	_____
RECEIPT NO.:	_____
FILING FEE:	<del>\$200.00</del> (Payable to City of Sheboygan)

Item 16.

**CITY OF SHEBOYGAN**  
**APPLICATION FOR**  
**AMENDMENT OF OFFICIAL ZONING MAP**  
(Requirements Per Section 15.903)  
Revised May, 2012

Completed application is to be filed with the Office of the City Clerk, City Hall, 828 Center Avenue. Application will not be processed if all required attachments and filing fee of **\$200** (payable to the City of Sheboygan) is not submitted along with a complete and legible application. Application filing fee is non-refundable.

**1. APPLICANT INFORMATION**

APPLICANT: City of Sheboygan PHONE NO.: (920) 459-3383  
ADDRESS: 828 Center Avenue E-MAIL: development@sheboyganwi.gov  
OWNER OF SITE: City of Sheboygan PHONE NO.: (920)459-3383

**2. DESCRIPTION OF THE SUBJECT SITE**

ADDRESS OF PROPERTY AFFECTED: Parcel Numbers: 59281718350, 59281712950, and 59281712930 (former Jakum Hall Parcels)

LEGAL DESCRIPTION: Parcel No. 59281718350- Edwin Schaetzers Subdivision Lot 6-7-8-9-10-11 Block 3

126dp

Parcel No. 59281712950- Lutz Division N. 20' of Lot 10 Block 1  
Parcel No. 59281712930- Lutz Division Lot 9, Block 1

PARCEL NO. See above MAP NO. \_\_\_\_\_

**EXISTING** ZONING DISTRICT CLASSIFICATION: Urban Commercial (UC)

**PROPOSED** ZONING DISTRICT CLASSIFICATION: Urban Residential (UR) / 2 (rdp)

BRIEF DESCRIPTION OF THE **EXISTING** OPERATION OR USE: Former Jakum Hall Properties, that the city purchased in 2022 and demolished for redevelopment.

BRIEF DESCRIPTION OF THE **PROPOSED** OPERATION OR USE: Future affordable housing redevelopment site.

### 3. JUSTIFICATION OF THE PROPOSED ZONING MAP AMENDMENT

How does the proposed Official Zoning Map amendment further the purposes of the Zoning Ordinance as outlined in Section 15.005 and, for flood plains or wetlands, the applicable rules and regulations of the Wisconsin Department of Natural Resources and the Federal Emergency Management Agency? There are no wetlands or floodplains on the subject property.

Which of the following factors has arisen that are not properly addressed on the current Official Zoning Map? (Provide explanation in space provided below.)

- ☐ The designations of the Official Zoning Map should be brought into conformity with the Comprehensive Master Plan.
- ☐ A mistake was made in mapping on the Official Zoning Map. (An area is developing in a manner and purpose different from that for which it is mapped.) *NOTE: If this reason is cited, it must be demonstrated that the discussed inconsistency between actual land use and designated zoning is not intended, as the City may intend to stop an undesirable land use pattern from spreading.*
- ☐ Factors have changed, (such as the availability of new data, the presence of new roads or other infrastructure, additional development, annexation, or other zoning changes), making the subject property more appropriate for a different zoning district.

**Growth patterns or rates have changed, thereby creating the need for an amendment to the Official Zoning Map.**

Explain: The city purchased the property with American Rescue Plan Act dollars because the existing improvements had been vacant and blighted for a number of years. ARPA requires the property to be redeveloped in the future as affordable housing. The city plans to find a developer interested in developing affordable housing at this site.

How does the proposed amendment to the Official Zoning Map maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property?

The surrounding land use are a combination of commercial and residential. The zoning change will allow for the site to be redeveloped into a residential that is less intense than commercial land uses and provide affordable housing opportunities not currently in the neighborhood.

Indicate reasons why the applicant believes the proposed map amendment is in harmony with the recommendations of the City of Sheboygan Comprehensive Plan.

The proposed redevelopment will assist with meeting the number of units for new affordable multi-family per the City's 2021 Affordable Market Study and redevelop a site that previously housed a vacant/blighted structure.

#### 4. CERTIFICATE

I hereby certify that all the above statements and attachments submitted hereto are true and correct to the best of my knowledge and belief.

Chad Delishch  
APPLICANT'S SIGNATURE

1/12/23  
DATE

Chad Delishch  
PRINT ABOVE NAME

#### APPLICATION SUBMITTAL REQUIREMENTS

A copy of the current zoning map of the subject property and vicinity showing:

- ☐ The property proposed to be rezoned.
- ☐ All lot dimensions of the subject property.
- ☐ All other lands within 200 feet of the subject property.
- ☐ Map size not more than 11" X 17" and map scale not less than 1" = 600'.
- ☐ Graphic scale and north arrow.

2019

2019

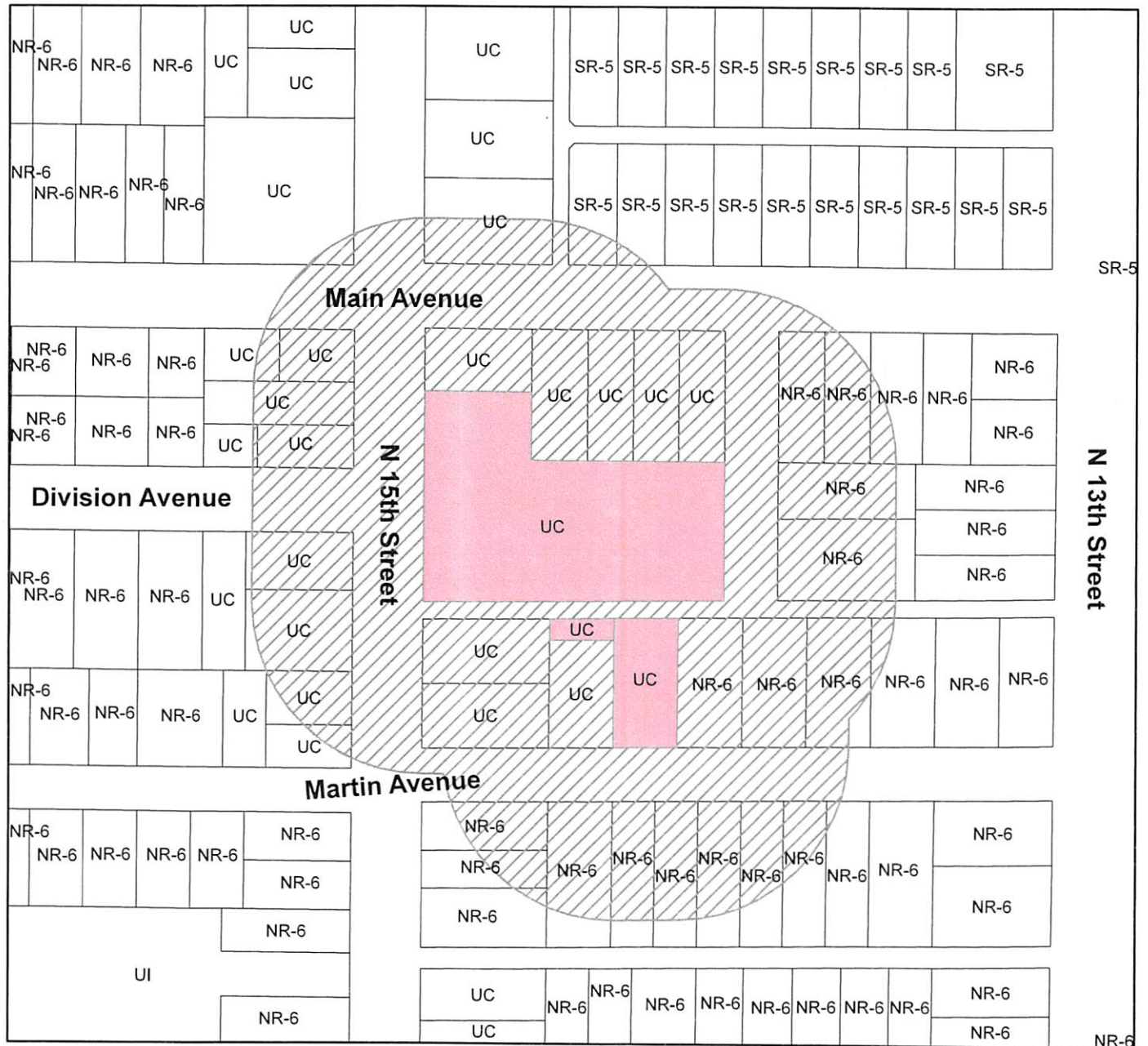
2019



# **PROPOSED REZONE FROM URBAN COMMERCIAL (UC) TO URBAN RESIDENTIAL (UR-12)**

SECTION 15, TOWNSHIP 15 NORTH, RANGE 23 EAST

EDWIN SCHAEZTERS SUBD LOTS 6-7-8-9-10-11 & 12 BLK 3  
AND  
LUTZ DIVISION LOT 9 BLK 1  
AND  
LUTZ DIVISION N 20' OF LOT 10 BLK 1



0 40 80 160 240 320 Feet





II  
R. O. No. 98 - 22 - 23. By CITY CLERK. February 6, 2023.

Submitting a claim from Rural Mutual Insurance Company for alleged damages to their insured vehicle when a light pole fell on the vehicle.

\_\_\_\_\_  
CITY CLERK

FTP

#18-22 Mkc

Rural Mutual Insurance Company  
MDC 158  
P.O. Box 7839  
Madison, WI 53707-7839  
608-836-5525  
www.ruralmutual.com

January 16, 2023

Sheboygan Clerk's Office  
Attn: Melissa Fassbender  
828 Center Avenue \$100  
Sheboygan, WI 53081

YOUR CLAIM NO.	C22-04788
YOUR INSURED	City of Sheboygan
OUR CLAIM NO	PPAT1760090001
OUR INSURED	Derk Voskuil
DATE OF LOSS	3/18/2022
SUBRO AMOUNT	\$3,459.56 including \$1,000 deductible

Dear Melissa Fassbender,

Kindly consider this as our subrogation demand. The facts of the loss indicate that your insured is liable for the above-referenced incident.

We are seeking reimbursement of the damages as outlined below. Attached are our supporting documents for your review.

Estimate	\$ 2,459.56
Add: Deductible	\$ 1,000.00
Total Subrogation Amount	\$ 3,459.56

You can send the check to:  
**Rural Mutual Insurance Company**  
**MDC 158**  
**Po Box 7839**  
**Madison WI 53707-7839**

Thank you and have a good day!

*Janette Jordee*  
**Janette Jordee | CSRP, AIC, AIS, ACS**  
**Subrogation Specialist**  
Rural Mutual Insurance Company  
MDC 158 PO Box 7839  
Madison, WI 53707-7839  
P: 608-828-5469  
F: 866-500-5207  
E:jjordee@ruralins.com

DATE RECEIVED \_\_\_\_\_

RECEIVED BY \_\_\_\_\_

Item 17.

CLAIM NO. \_\_\_\_\_

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: Derk Voskuil
2. Home address of Claimant: 2730 Artesian Way, Green Bay, WI 54302
3. Home phone number: (920)461-6403
4. Business address and phone number of Claimant: 2730 Artesian Way, Green Bay, WI, 54302  
(920)461-6403
5. When did damage or injury occur? (date, time of day) 3/18/2022 15:36
6. Where did damage or injury occur? (give full description) LT13 Highway/Road, outside Al&Al's
7. How did damage or injury occur? (give full description) Sheboygan City Light pole fell onto claimant's vehicle, damaging the vehicle.
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: \_\_\_\_\_
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: Light Pole outside Al&Al's on LT13 Highway/Road
  - (b) Claimant's statement of basis for such liability: \_\_\_\_\_

plate [REDACTED]. While speaking with Derk he explained to me that he was eating at Al and Al's restaurant when someone said a light pole had fell on a vehicle. Derk looked out the window and observed that the vehicle was his, and the light pole was laying over the top and side of his vehicle. I was able to observe the base of the light pole, and it appeared that it was rusted.

10. Give a description of the injury, property damage or loss, so far as is known at time. (If there were no injuries, state "NO INJURIES"). Item 17.  
it was windy and raining the day that this event occurred. The light pole did leave some scratches and a dent on Derk's truck. I was able to take photographs of the damage and the light pole, and eventually able to contact DPW to have them remove the light pole from the vehicle at that time. After gathering

11. Name and address of any other person injured: \_\_\_\_\_  
\_\_\_\_\_

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

Auto: \$ 3,459.56

Property: \$ \_\_\_\_\_

Personal injury: \$ \_\_\_\_\_

Other: (Specify below) \$ \_\_\_\_\_

**TOTAL** \$ 3,459.56

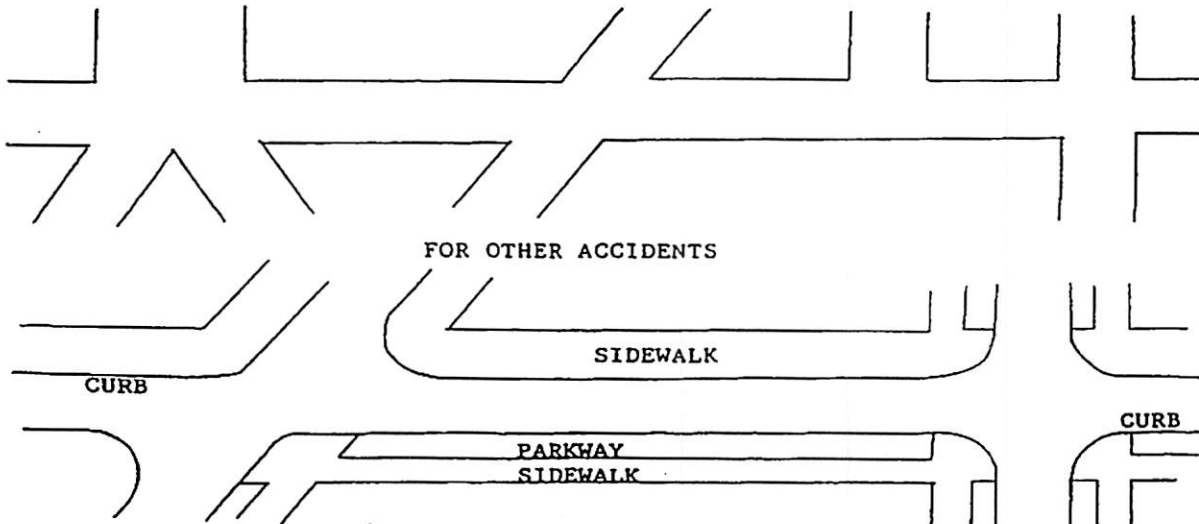
Damaged vehicle (if applicable)

Make: \_\_\_\_\_ Model: Pickup Year: 2013 Mileage: \_\_\_\_\_

Names and addresses of witnesses, doctors and hospitals: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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



SIGNATURE OF CLAIMANT

*[Handwritten signature]*

DATE

01-03-2023



DATE RECEIVED \_\_\_\_\_

RECEIVED BY \_\_\_\_\_

Item 17.

CLAIM NO. \_\_\_\_\_

CLAIM

Claimant's Name: Derk Voskuil

Auto \$ 3,459.56

Claimant's Address: 2730 Artesian Way, Green Bay

Property \$ \_\_\_\_\_

WI, 54302

Personal Injury \$ \_\_\_\_\_

Claimant's Phone No. (921)461-6403

Other (Specify below) \$ \_\_\_\_\_

**TOTAL** \$ 3,459.56

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 \$ 3,459.56.

SIGNED

DATE: 01-03-2023

ADDRESS:

MDC 158 PO Box 7839  
Madison, WI 53707

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



## CHECK VIEW

Item 17.

Claim#	Subclaim#	Reference	Payment Amount	Sub-Claim Status	Check Status
PPAT1760090001	61000101		2,459.56	OPEN	B

Pay To: DAVE'S AUTO BODY INC

and DERK VOSKUIL

and

and

Address Address

2730

ARTESIAN WAY

GREEN BAY

WI

54302

Check C507553

Date 4/25/2022

Ded.  
Applied 1,000.00

Reason VEHICLE DAMAGE LESS YOUR DEDUCTIBLE

Amount 2,459.56

## Cheque Attachments

Name

Close

Status Request



# Preliminary Estimate

Item 17.

Customer: Voskuil, Derk

2013 DODG 2500 Laramie Longhorn Crew Cab 169" WB 4WD 4D P/U 6-6.7L Turbocharged Diesel Direct Injection Black/Gold

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1	<b>CAB</b>						
2	*	Rpr Roof panel w/sunroof w/roof lights				4.0	3.8
3		Add for Clear Coat					1.5
4	R&I	Sunroof glass				1.0	
5	R&I	R&I headliner				1.9	
6	R&I	Roof lamp assy				0.3	
7	R&I	RT Roof molding				0.4	
8	R&I	LT Roof molding				0.4	
9	*	Rpr <u>LT Upper rail above doors</u>			s	0.5	3.0
10		Overlap Major Adj. Panel					-0.4
11		Add for Clear Coat					0.5
12	<b>SEATS &amp; TRACKS</b>						
13	R&I	R&I rear seat				0.6	
14	<b>REAR DOOR</b>						
15	*	Rpr <u>LT Outer panel--buff top of door and vent shade</u>				0.5	0.0
16	<b>BACK GLASS</b>						
17	*	Repl <u>Back glass Dodge w/power</u>		1	877.00	2.0	
Note: PARTS: Part cannot be reused/reinstalled. LABOR: Time is after headliner and rear seat are removed.							
18	<b>PICK UP BOX</b>						
19	*	Rpr RT Side panel single rear wheel				2.0	3.9
20		Overlap Major Non-Adj. Panel					-0.2
21	*	Add for Clear Coat					0.7
22	R&I	RT Splash shield single rear wheel				0.3	
23	R&I	RT Rail cover				0.3	
24	R&I	RT Wheel flare paintable				0.5	
25	<b>REAR LAMPS</b>						
26	R&I	High mount lamp				0.3	
27	<b>MISCELLANEOUS OPERATIONS</b>						
28	#	R&I right rear mudguard		1		0.2	
29	#	R&I toolbox and tonneau cover		1		1.5	
30	#	Car Cover		1	5.00		
31	#	hazardous waste removal charge		1	5.00		
<b>SUBTOTALS</b>					<b>887.00</b>	<b>16.7</b>	<b>12.8</b>

**Customer: Voskuil, Derk**

2013 DODG 2500 Laramie Longhorn Crew Cab 169" WB 4WD 4D P/U 6-6.7L Turbocharged Diesel Direct Injection Black/Gold

**ESTIMATE TOTALS**

Category	Basis		Rate	Cost \$
Parts				887.00
Body Labor	16.7 hrs	@	\$ 62.00 /hr	1,035.40
Paint Labor	12.8 hrs	@	\$ 62.00 /hr	793.60
Paint Supplies	12.8 hrs	@	\$ 44.00 /hr	563.20
Subtotal				3,279.20
Sales Tax	\$ 3,279.20	@	5.5000 %	180.36
<b>Grand Total</b>				<b>3,459.56</b>
Deductible				0.00
<b>CUSTOMER PAY</b>				<b>0.00</b>
<b>INSURANCE PAY</b>				<b>3,459.56</b>

Pricing can change on part availability. Scheduling the vehicle repairs assumes the customer authorizes the repairs as quoted. Ask about details of warranty.

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



**Customer: Voskuil, Derk**

2013 DODG 2500 Laramie Longhorn Crew Cab 169" WB 4WD 4D P/U 6-6.7L Turbocharged Diesel Direct Injection Black/Gold

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DR3TH13, CCC Data Date 04/01/2022, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (\*) or Double Asterisk (\*\*) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2022 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

**SYMBOLS FOLLOWING PART PRICE:**

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

**SYMBOLS FOLLOWING LABOR:**

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

**OTHER SYMBOLS AND ABBREVIATIONS:**

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Intelligent Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.



**DAVE'S AUTO BODY INC.**

1748 W PAULSON RD, www.davesautobodyinc.biz, GREEN BAY, WI 54313

Phone: (920) 498-2133, Fax: (920) 498-1199

**Image Report**

Owner:	Voskuil, Derk	Insurance:	RURAL MUTUAL	Estimator:	JESSICA SENN	Vehicle Out:
RO Number:		Claim Number:	PPAT1760090001			
Year:	2013	Color:	Black/Gold	License Plate:		Production Date:
Make:	DODG	Body Style:	4D P/U	State:	WI	Mileage In:
Model:	2500 Laramie Lon...	Engine:	6-6.7L Turbochar...	VIN:	3C6UR5LL0DG575671	Condition:



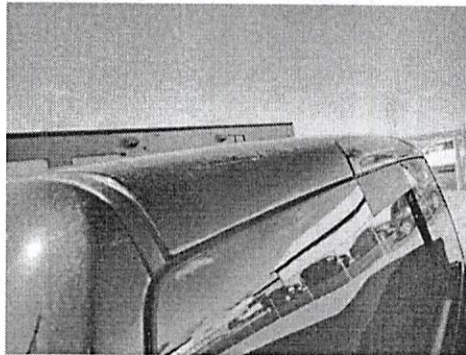
4/1/2022  
Comments:



4/4/2022 E01  
Comments:



4/4/2022 E01  
Comments:



4/4/2022 E01  
Comments:



4/4/2022 E01  
Comments:



4/4/2022 E01  
Comments:

**DAVE'S AUTO BODY INC.**1748 W PAULSON RD, [www.davesautobodyinc.biz](http://www.davesautobodyinc.biz), GREEN BAY, WI 54313

Phone: (920) 498-2133, Fax: (920) 498-1199

**Image Report**

Owner:	Voskuil, Derk	Insurance:	RURAL MUTUAL	Estimator:	JESSICA SENN	Vehicle Out:
RO Number:		Claim Number:	PPAT1760090001			
Year:	2013	Color:	Black/Gold	License Plate:		Production Date:
Make:	DODG	Body Style:	4D P/U	State:	WI	Mileage In:
Model:	2500 Laramie Lon...	Engine:	6-6.7L Turbochar...	VIN:	3C6UR5LL0DG575671	Condition:



4/4/2022 E01

Comments:



4/4/2022 E01

Comments:



4/4/2022 E01

Comments:



4/4/2022 E01

Comments:



# SHEBOYGAN POLICE DEPARTMENT

Incident C22-04788

Nature: DAMAGE PROPERTY  
Location: N45

Address: S 12TH ST & CLARA AVE  
SHEBOYGAN WI 53081

Offense Codes: 9362

Received By: DOBRZYNSKI, P      How Received: T      Agency: SPD  
Responding Officers: MCCABE, D  
Responsible Officer: MCCABE, D      Disposition: SIT 03/18/22  
When Reported: 15:36:38 03/18/22      Occurred Between: 15:36:38 03/18/22 and 15:38:44 03/18/22

Assigned To:      Detail:      Date Assigned: \*\*/\*\*/\*\*  
Status:      Status Date: \*\*/\*\*/\*\*      Due Date: \*\*/\*\*/\*\*

Complainant:      First:      Mid:      Last:      Dr Lic:      Address:      DOB: \*\*/\*\*/\*\*      Phone:      City:      Race:      Sex:

## Offense Codes

Reported: 9330 DAMAGE/PRIVATE PROPERTY      Observed: 9362 DAMAGE NON CRIMINAL  
Additional Offense: 9362 DAMAGE NON CRIMINAL

## Circumstances

LT13 HIGHWAY, ROAD OR ALLEY  
BM88 NO BIAS

Responding Officers:      Unit :  
MCCABE, D      470

Responsible Officer: MCCABE, D      Agency: SPD  
Received By: DOBRZYNSKI, P      Last Radio Log: 16:19:57 03/18/22 CMPLT  
How Received: T TELEPHONE      Clearance: CLR CLEARED  
When Reported: 15:36:38 03/18/22      Disposition: SIT Date: 03/18/22  
Judicial Status:      Occurred between: 15:36:38 03/18/22  
Misc Entry:      and: 15:38:44 03/18/22

Modus Operandi:      Description :      Method :

## Involvements

04/18/22



Date	Type	Description
<b>Narrative</b>		
#470		SHEBOYGAN CITY POLICE DEPARTMENT INVESTIGATION NARRATIVE

Squad Number-----: 9  
 Squad Video----- (Y/N): N  
 Body Camera Video----- (Y/N): Y  
 Digital Photos----- (Y/N): Y  
 Digital Evidence Collected from Outside Sources (Y/N): N  
 Coban Recorded Interview/Booking Room Video---- (Y/N): N  
 Handheld Philips Audio Recorded Interview----- (Y/N): N  
 Cellebrite----- (Y/N): N  
 Physical Evidence----- (Y/N): N  
 Written Statements----- (Y/N): N  
 Proxy Form----- (Y/N): N  
 Domestic Related----- (Y/N): N  
 Investigation Complete----- (Y/N): Y

Contact: Derk J. Voskuil, [REDACTED]

Vehicle: 2013 Black Ram Pickup, WI plate [REDACTED]

On 3/18/2022, I, Officer McCabe was dispatched to the area of S. 12th Street and Clara Avenue for the report of a light pole that had fell on a vehicle.

Upon arrival, I was able to make contact with Derk and his black pickup with WI plate [REDACTED]. While speaking with Derk he explained to me that he was eating at Al and Al's restaurant when someone said a light pole had fell on a vehicle. Derk looked out the window and observed that the vehicle was his, and the light pole was laying over the top and side of his vehicle. I was able to observe the base of the light pole, and it appeared that it was rusted.

I did not notice any type of damage or any other marks that would indicate that someone pushed the light pole over or that it was hit. It should be noted that it was windy and raining the day that this event occurred. The light pole did leave some scratches and a dent on Derk's truck. I was able to take photographs of the damage and the light pole, and eventually able to contact DPW to have them remove the light pole from the vehicle at that time. After gathering Derk's information, I was able to provide him with a case number, and if he had any comments or concerns, I advised him to call DPW. It should be noted that Derk had Rural Insurance. At this time, no further follow-up is to be conducted. End of report. OFFICER MCCABE/jlk

04/18/22

R. O. No. 102 - 22 - 23. By CITY CLERK. February 6, 2023.

Submitting a claim from Alexandria Engle for alleged damages to vehicle when it slid on an icy road.

\_\_\_\_\_  
CITY CLERK



DATE RECEIVED 1/30/23

RECEIVED BY MKC

Item 18.

CLAIM NO. 19-22

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

JAN 30 2023

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: Alexandria Engle
2. Home address of Claimant: 635 Weeden Creek Rd Sheboygan WI 53081
3. Home phone number: 920-331-1980
4. Business address and phone number of Claimant: \_\_\_\_\_
5. When did damage or injury occur? (date, time of day) 1/27/23 <sup>Approx</sup> 10:30 AM
6. Where did damage or injury occur? (give full description) The frontage road beside Zips Car Wash that leads to business drive South business Drive Two North Side of Zips
7. How did damage or injury occur? (give full description) Road Wasnt fully cleared and not at all salted tried to turn left Slide right threw hit curb and went up curb
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: DPW
  - (b) Claimant's statement of the basis of such liability: The roads <sup>wasnt</sup> ~~were~~ cleared or salted ~~properly~~ and it was over 24 hours from storm/bad weather Video was emailed Separatly to <sup>melissa</sup> <sub>Clevenger</sub>
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: South business Drive Two North side of Zips turning South towards Washington Ave
  - (b) Claimant's statement of basis for such liability: Roads weren't taken Care of after storm over 24 hours after storm no salt <sup>stop</sup>

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

Item 18.

From hitting curb Alignment is all out and break  
Caliper is now leaking.

11. Name and address of any other person injured: NONE

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

Auto: \$ 1,245.26

Property: \$ \_\_\_\_\_

Personal injury: \$ \_\_\_\_\_

Other: (Specify below) \$ 23.20 vehical Inspection

TOTAL \$ ~~1,245.26~~ 1,268.46

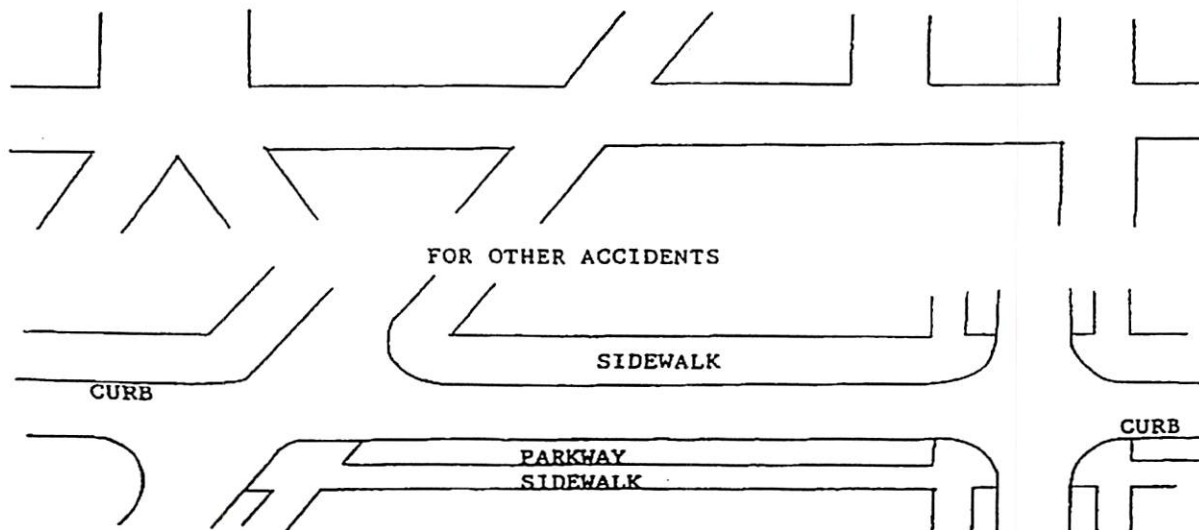
Damaged vehicle (if applicable)

Make: Pontiac Model: G6 Year: 2007 Mileage: 206,299

Names and addresses of witnesses, doctors and hospitals: \_\_\_\_\_

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

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



SIGNATURE OF CLAIMANT

Alyandria Eagle

DATE

1/30/23

DATE RECEIVED \_\_\_\_\_

RECEIVED BY \_\_\_\_\_

Item 18.

CLAIM NO. \_\_\_\_\_

CLAIM

Claimant's Name: Alexandria Engle  
Claimant's Address: 635 Weeden Creek Rd  
Sheboygan, WI 53081  
Claimant's Phone No. 920-331-1980

Auto \$ 1,245.26  
Property \$ \_\_\_\_\_  
Personal Injury \$ \_\_\_\_\_  
Other (Specify below) \$ 23.20 <sup>Vehicle</sup> <sub>Ins Rec</sub>  
**TOTAL** \$ ~~1,245.26~~  
Total \$ 1,268.46

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 1,245.26.

SIGNED Alexandria Engle DATE: 1/30/23

ADDRESS: 635 Weeden Creek Rd Sheboygan WI, 53081

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



QUOTE  
670086

Printed on 01/30/2023

FIRESTONE COMPLETE AUTO CARE  
2606 WASHINGTON AVE  
SHEBOYGAN, WI. 53081

SERVICE ADVISOR  
03 COURTNEY  
920.458.0375

Item 18.

SMITH, MICHAEL  
635 WEEDEN CREEK RD  
SHEBOYGAN, WI 53081-7924  
920.331.1980

2007 PONTIAC G6 BASE  
2.4L L4 FI GAS VIN B DOHC  
LIC # W9DOG WI VIN # 1G2ZG58B674115022  
IN MILEAGE 0

Store # 783026

QUOTE

Description	Article Number	T#	Qty	Part	Labor	Extended Price	Job Total
FRONT BRAKE JOB (DISC)		03					1,041.35
RIGHT FRONT BRAKE CALIPER IS LEAKING FROM THE SEAL WE RECOMMEND REPLACEMENT IN PAIRS ALONG WITH NEW PADS AND ROTORS.							
QC1160 CERAMIC DISC BRAKE PADS PD1160	7007497		1	90.99		90.99	
55093 BRAKE ROTOR	7006776		2	136.99		273.98	
REMOVE & REPLACE BRAKE SHOES &/OR PADS - ALL	7019991		1		262.80	262.80	
* REPLACE CALIPER - ONE	7019991		2		43.80	87.60	
18B4910 BRACKETED CALIPER	7058807		1	162.99		162.99	
18B4911 BRACKETED CALIPER	7058807		1	162.99		162.99	
ALIGNMENT SERVICE (12-MONTH WARRANTY)		03					103.99
ALIGNMENT IS OFF. STEERING WHEEL IS OFF CENTERED.							
STANDARD WHEEL ALIGNMENT	7004578		1		103.99	103.99	

Prices valid for 30 days.

Summary	
Parts	690.95
Labor	464.39
Shop Supplies	35.00
Sub	1,185.34
Tax	64.92
Total	1,245.26

THIS IS NOT AN INVOICE- DO NOT PAY

160



www.FirestoneCompleteAutoCare.com

Cust Status: Waiting Appt: No DUPLICATE INVOICE

SHEBOYGAN FALLS - 2606 WASHINGTON AVE. SHEBOYGAN, WI. 53081 - 920.458.0375

Service Advisor: 1 JEREMY

Wheel Lock:

Technician: 12 CHRIS

Customer Details:

Alt. Auth. Name & Phone:

Vehicle Details:

SMITH, MICHAEL  
635 WEEDEN CREEK RD

N/A

2007 PONTIAC G6 BASE

SHEBOYGAN, WI 53081  
920.331.1980

2.4L L4 FI GAS VIN B DOHC  
VIN #: 1G2ZG58B674115022  
LIC #: W9DOG WI  
MILEAGE: 206,299

Description	Rev Hist	Article # ID	Qty	Unit Price	Extended Price	Job Total
COMPLETE VEHICLE INSPECTION		01				21.99

Battery Test Results Your battery is measuring within the manufacturer's specification for required CCA. Your battery has sufficient power and should reliably start the vehicle. You're recommended to have your battery tested after 90 days.

VEHICLE INSPECTION

7028789 12TN 1 21.99 21.99

ORDER NOTES

VEHICLE SLID. CUSTOMER IS REQUESTING AN INSPECTION OF THE VEHICLE TO ENSURE NO DAMAGE.

ALIGNMENT IS DEFINITELY OFF, STEERING WHEEL NOT CENTERED. NO DAMAGE TO STEERING AND SUSPENSION COMPONENTS. RECOMMENDING DOING A WHEEL ALIGNMENT TO RECENTER THE STEERING WHEEL.

*All parts are new unless otherwise specified.*

Payment History:

Cash Tendered 25.00

Total Tendered 25.00

Change Due 1.80

Summary

Parts	4.99
Labor	21.99
Shop Supplies	1.00
Sub-Total	27.98
Tax (5.50%)	1.54
Total	\$29.52

Declined Work:

FIRESTONE TIRE PACKAGE  
SWAY BAR LINK KITS  
FRONT BRAKE JOB (DISC)  
ALIGNMENT SERVICE (12-MONTH WARRANTY)



II

R. O. No. 101 - 22 - 23. By CITY CLERK. February 6, 2023.

Submitting a claim from Pessefall Law, LLC for alleged unlawful tax against Midstate Amusement Games, LLC.

FAP

---

CITY CLERK

#20-22 MKC

JAN 31 '23 AM1

Item 19.

1/31/23

10381  
H3

# Pessefall Law, LLC

2512 N. 89th Street  
Wauwatosa, WI 53226  
doug@pessefall-law.com • (414) 698-1301

January 31, 2023

## CLAIM OF UNLAWFUL TAX

HAND DELIVERED

Ms. Meredith DeBruin  
Clerk  
City of Sheboygan  
828 Center Avenue, Suite 103  
Sheboygan, WI 53081

Re: Midstate Amusement Games, LLC  
Parcel No. 59281860858P

Dear Ms. DeBruin:

On behalf of Midstate Amusement Games, LLC ("Claimant"), we hereby serve this claim of unlawful tax ("Claim") on the City of Sheboygan ("City") with respect to the above-referenced personal property account ("Property"). You are directed to serve a copy of any notice of allowance or disallowance on the undersigned agent of the Claimant.

1. This Claim is brought pursuant to Wis. Stat. § 74.35 for a refund of unlawful taxes collected from the Claimant by the City for the 2022 tax year, plus interest as provided by law, with respect to certain property located in the City and known by the personal property tax Account Number 59281860858P.

2. At all times relevant to this Claim, the Claimant was the owner of the Property, was responsible for the payment of taxes imposed with respect to the Property and the prosecution of tax disputes involving the Property, and is authorized to bring this Claim in its own name.

3. The City is a body corporate and politic, duly organized as a municipal corporation under Wisconsin law, with its principal office located at 828 Center Avenue, Suite 103, Sheboygan, Wisconsin 53081.

4. The basis for this Claim is that one or more palpable errors specified in Wis. Stat. § 74.33(1) were made. Specifically, the Property included machinery, tools and/or patterns exempt from taxation pursuant to Wis. Stat. § 70.111(27); the Property included assets no longer

used in a trade or business as of the assessment date; the Property included real property that was not subject to personal property tax and was, therefore, subject to double taxation; and/or the assessment of the Property violated the Uniformity, Due Process and Equal Protection clauses of the Wisconsin Constitution.

5. The Claimant timely filed a Statement of Personal Property on which the Claimant reported all of its assessable personal property located within the City as of January 1, 2022 ("Statement"). The Statement properly excluded personal property that was exempt by law from taxation.

6. Notwithstanding the Statement, the City assessed the Property subject to this claim, which was assessed by the City at \$540,000.00 as of January 1, 2022 ("Assessed Value").

7. Based on the Assessed Value, the City issued the Claimant a 2022 tax bill in the amount of \$10,400.71 ("Tax Bill").

8. The Claimant timely paid the Tax Bill issued by the City, and is aggrieved by the levy and collection of an unlawful tax against the Property.

9. The amount of this Claim is \$10,400.71, plus interest.

By this letter, the Claimant stated a valid claim to recover the unlawful tax paid with respect to its Property. The Claimant respectfully requests the City to grant this Claim within 90 days from the date of service hereof.

Yours very truly,

s/Douglas A. Pessefall

Douglas A. Pessefall

Res. No. 131 - 22 - 23. By Alderpersons Felde and Ackley. February 6, 2023.

A RESOLUTION authorizing the City Attorney to engage the services of special outside legal counsel to represent the Licensing, Hearings, and Public Safety Committee and Common Council with regard to a quasi-judicial hearing regarding the suspension/revocation of Alcohol Beverage License No. 3527 (Young Trustt Entertainment LLC - West Coast Café and Lounge), and authorizing payment for said services.

WHEREAS, the rules are being suspended so that this Resolution may be approved immediately due to the fact that the quasi-judicial hearing is likely to be held during the month of February.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby authorizes the City Attorney to engage the services of special outside legal counsel to represent the Law & Licensing Committee and Common Council with regard to a quasi-judicial hearing regarding the suspension/revocation of Alcohol Beverage License No. 3527 (Young Trustt Entertainment LLC - West Coast Café and Lounge), and authorizes payment for said services.

BE IT FURTHER RESOLVED: That the Finance Department is hereby authorized and directed to draw on Account No. 711150-531500 (Liability Insurance Fund - Administration Services) in payment for said services.

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

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

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

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



Res. No. 132 - 22 - 23. By Alderpersons Dekker and Rust. February 6, 2023.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with JT Engineering, Inc. for design services related to the Taylor Drive and Wilgus Avenue intersection.

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

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to execute the attached agreement with JT Engineering, Inc.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds, not to exceed \$57,940.00, from Account No. 400300-641200 (Capital Projects-Public Works-Street Improvements) pursuant to the terms of the agreement.

PW

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

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

**AGREEMENT  
BETWEEN THE CITY OF SHEBOYGAN, WISCONSIN AND  
JT ENGINEERING, INC.  
FOR ENGINEERING DESIGN SERVICES FOR THE TAYLOR/WILGUS  
INTERSECTION IMPROVEMENTS**

This Agreement (“Agreement”) is made and entered into effective this \_\_\_\_ day of \_\_\_\_\_, 2023 (the “Effective Date”), by and between the City of Sheboygan (the “City”), a municipal corporation, and JT Engineering, Inc. (“Consultant”).

**WITNESSETH:**

WHEREAS, the City desires to improve the intersection of Taylor Drive and Wilgus Avenue, in the City of Sheboygan, Wisconsin; and

WHEREAS, Consultant possesses the requisite knowledge, skill, and experience to design the intersection improvements for the City and desires to provide the City with the necessary services under the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

**Article 1. Scope of Services**

Consultant shall provide the services identified in the Scope of Services, which is attached to this Agreement as Attachment A (the “Services”).<sup>1</sup> The City agrees to provide prompt written notice to Consultant whenever the City becomes aware of a development that affects the scope, timing, or performance of services. To the extent permitted by law, the City agrees to make available such drawings, specifications, and data, which is in the City’s possession and which the Consultant deems pertinent to completing its responsibilities under this Agreement.

**Article 2. Standard of Care**

Consultant shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances (“Standard of Care”). The City designated project manager, identified in Article 3 of this Agreement, shall be the sole judge of the adequacy of Consultant’s work in meeting the Standard of Care; however, the City shall not unreasonably withhold its approval as to the adequacy of Consultant’s performance. Upon notice to Consultant and by mutual agreement between the parties, Consultant will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

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<sup>1</sup> To the extent the Attachments conflict with the terms of this Agreement, the terms of this Agreement shall govern.

### **Article 3. The City's Project Manager**

The Director of Public Works shall serve as project manager for purposes of this Agreement and he shall have the authority to transmit instructions, receive information, and render decisions relative to the Agreement on behalf of the City.

### **Article 4. Compensation**

The City shall pay Consultant a lump sum of \$57,940.00 ("Contract Amount").

Consultant shall submit an invoice to the City on a monthly basis, based on the percentage of the Services described in Article 1 completed. Consultant shall provide sufficient information for the City to evaluate the percent of the Services completed. Invoices shall be sent via first class mail postage prepaid or via email and shall include a progress report documenting the extent of completed services. Invoices shall be sent to:

David Biebel  
City of Sheboygan  
2026 New Jersey Ave.  
Sheboygan, Wisconsin 53081  
david.biebel@sheboyganwi.gov

Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the City or its Representative prior to such work being performed, or expenses incurred. The City shall not make payment for any unauthorized work or expenses.

Payment will be remitted to Consultant within thirty (30) days of receipt of invoice. Payment shall not be construed as acceptance of unsatisfactory or defective services. The City may withhold payment of an invoice due to unsatisfactory or defective services.

The submission of any request for payment shall be deemed a waiver and release by Consultant of all liens and claims with respect to the work and period to which such payment request pertains except as specifically reserved and noted on such request.

### **Article 5. Appropriation of Funds**

Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty. The City agrees that it will make its best effort to obtain sufficient funds for the Agreement to meet its obligations hereunder in full.

### **Article 6. Schedule**

Consultant shall complete the Services in accordance with the Schedule identified in Attachment A or within such extra time as may have been allowed by a mutually agreed extension. Consultant's services are completed when the City's project manager notifies Consultant in writing that the services are complete and are acceptable.

The Parties agree that no charges or claims for damages shall be made by Consultant for any delays or hindrances, from any cause whatsoever, during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the Parties, it being understood however, that permitting Consultant to proceed to complete any service, or any part of the services / project, after the date to which the time of completion may have been extended shall, in no way operate as a waiver on the part of the City of any of its rights herein.

#### **Article 7. Open Records**

- a. Both parties understand that the City is bound by the Wisconsin Public Records Law and, as such, this contract is subject to that law. Consultant acknowledges that it is obligated to assist the City in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of the contract, and that Consultant must defend and hold the City harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of final payment under the Agreement.
- b. Consultant shall maintain proper accounting records for the Services performed pursuant to this Agreement, and shall provide an accounting for all charges and expenditures as may be necessary for audit purposes. All such records shall be subject to inspection and examination by City representatives during reasonable business hours.

#### **Article 8. Termination**

The City may terminate or suspend performance of this Agreement at the City's prerogative at any time upon ten (10) calendar days written notice to Consultant. The City's Project Manager shall have the authority to provide this written notice. Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay Consultant for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. If the performance is restarted, an equitable adjustment shall be made to Consultant's compensation and the schedule of services. Consultant may terminate this Agreement upon thirty (30) calendar days written notice to the City in the event of nonpayment beyond 60 days' or in the event the City otherwise substantially fails to fulfill its obligations under this Agreement.

In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have ten (10) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.



### **Article 9. Ownership of Documents and Intellectual Property**

All documents, drawings, and specifications, including digital format files, prepared by Consultant, and furnished to the City as part of the Services shall become the property of the City. Consultant shall retain its ownership rights in its databases, computer software, and other proprietary property. Intellectual property developed or utilized in the performance of the Services shall remain the property of Consultant.

Consultant shall have the right to include photographic or artistic representations of the design of the Project among the Consultant's promotional and professional materials. The Consultant shall be given reasonable access to the completed Project to make such representations. However, Consultant's materials shall not include the City's confidential or proprietary information if the City has advised the Consultant in writing of the specific information considered by the City to be confidential or proprietary. The City shall provide professional credit for the Consultant in the City's promotional materials for the project.

### **Article 10. Identity of Consultant**

Consultant acknowledges that one of the primary reasons for its selection by the City to perform the Services is the qualifications and experience of Consultant. Consultant thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Consultant. Consultant shall not subcontract any part of the Services without the prior written permission of the City. The City's Project Manager shall have the ability to provide this written permission. The City reserves the right to reject any of Consultant's personnel or proposed outside professional sub-consultants, and the City reserves the right to request that acceptable replacement personnel be assigned to the project.

### **Article 11. Independent Contractor Status**

During the entire term of this Agreement, Consultant shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the City. Consultant shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of its employees.

### **Article 12. Indemnification**

Consultant hereby agrees to indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs, and expenses of whatsoever kind or nature in any manner directly caused, contributed to in whole or in part, by reason of but only to the extent attributable to any negligent act, or omission, or fault, of Consultant or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, agents, representatives, and volunteers, and each of them, shall be applicable to the extent liability is apportioned to Consultant its appointed officials, officers, employees, agents, representatives, and volunteers by a court of competent jurisdiction. Consultant shall reimburse the City, its elected and

appointed officials, officers, employees, agent or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The parties shall be responsible for their own defense.

In the event that Consultant employs other persons, firms, corporations, or entities (collectively Subcontractor) as part of performing its obligations under this Agreement, it shall be Consultant's responsibility to require and confirm that each Subcontractor enters into an Indemnity Agreement in favor of the City, its elected and appointed officials, officers, employees, agents, representatives, and volunteers, which is identical to this Indemnity Agreement.

This indemnity provision shall survive the termination or expiration of this Agreement.

### **Article 13. Insurance**

Consultant shall not commence work under this Agreement until it has obtained all insurance required under this Article. Additionally, Consultant shall not allow any approved Subcontractor to commence work on its subcontract until the Subcontractor has obtained all insurance required under this Article.

During the performance of any and all Services under this Agreement, Consultant shall maintain the following insurance in full force and effect, and shall provide proof of insurance to the City's designated Project Manager listing the City of Sheboygan as an additional insured:

- a. Commercial General Liability Insurance – Consultant shall acquire and maintain, for the duration of the Agreement, Commercial General Liability Insurance of at least \$1,000,000 per occurrence and \$3,000,000 in the aggregate.
- b. Automobile Liability Insurance – Consultant shall acquire and maintain, for the duration of the Agreement, Automobile Liability Insurance of at least \$1,000,000.
- c. Workers' Compensation Insurance – Consultant shall acquire and maintain, for the duration of the Agreement, Workers' Compensation Insurance that meets all statutory requirements. In the event this Agreement authorizes any work to be sublet, Consultant shall require any contractor to similarly provide Workers' Compensation Insurance in accordance with all statutory requirements.
- d. Umbrella Liability Insurance – Consultant shall acquire and maintain, for the duration of the Agreement, Umbrella Liability Insurance of at least \$5,000,000 per occurrence.
- e. Professional Errors and Omissions Insurance – Consultant shall acquire and maintain, for the duration of the Agreement, Professional Errors and Omissions Insurance of at least \$1,000,000 per claim, with a deductible of no more than \$100,000. If such policy is a "claims made" policy, all renewals thereof during the life of this Agreement shall include "prior acts coverage" covering at all times all claims made with respect to Consultant's work performed under the Agreement. This Professional Liability coverage must be kept in force for a period of six (6) years after the services have been accepted by the City.

All insurance must be primary and non-contributory to any insurance or self-insurance carried by the City.

The proof of insurance referenced above shall require the insurance company to notify the City at least 30 days prior to the expiration, cancellation, non-renewal, or material change in the coverage. The Certificate Holder on the proof of insurance should be listed as:

City of Sheboygan, Wisconsin  
828 Center Ave.  
Sheboygan, Wisconsin 53081

The insurance coverage required must be provided by an insurance carrier with the “Best” rating of “A-VII” or better.

Approval of the insurance by the City shall not relieve or decrease the extent to which Consultant may be held responsible for payment of damages resulting from Consultant’s provision of the Services or its operations under this Agreement. If Consultant fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the City the required proof that the insurance has been procured and is in force and paid for, the City shall have the right at its election to terminate the Agreement.

#### **Article 14. Conflict of Interest**

Consultant declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. Consultant agrees that no person having any such interest shall be employed in the performance of this Agreement.

#### **Article 15. Waiver**

No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party’s right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

#### **Article 16. Severability**

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

#### **Article 17. Assignment**

Neither the City nor Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party.

**Article 18. Third Party Rights**

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Consultant.

**Article 19. Governing Law and Venue**

This Agreement shall be governed by the laws of the State of Wisconsin. Should a dispute arise under this Agreement, the parties agree to attempt to reach a negotiated resolution. Such attempt shall include at least two face-to-face meetings or less if the Dispute is resolved. Venue of any unresolved disputes arising under this Agreement shall be in the Sheboygan County Circuit Court, Wisconsin.

**Article 20. Non-Discrimination**

In connection with the performance of work under this Agreement, Consultant agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability (as defined in Wis. Stat. 51.01(5)), sexual orientation (as defined in Wis. Stat. 111.32(13m)), or national origin. 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. Consultant further agrees to take affirmative action to ensure equal employment opportunities.

**Article 21. Compliance with Laws**

In performing the Services under this Agreement, Consultant shall comply with any and all applicable federal, state, and local statutes, ordinances, plans, and regulations.

The City reserves the right to cancel this Agreement if Consultant fails to follow the requirements of Wis. Stat. 77.66 and related statutes regarding certification for collection of sales and use tax.

Consultant affirms that it is not presently listed on any debarment list or similar list prohibiting it from contracting with a governmental entity of any kind. In the event that Consultant shall become listed on any debarment list or similar list, the City may terminate this Agreement.

Consultant shall have any and all licenses and permits required to perform the work specified, and shall furnish proof of such licensing authorization and permits upon request.

**Article 22. Notices**

Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

**City:****Consultant:**

City Clerk	Brian Chlopek, PE
City of Sheboygan	JT Engineering, Inc.
828 Center Ave.	1077 Centennial Centre Blvd.
Sheboygan, Wisconsin 53083	Hobart, Wisconsin 54155-8820

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the City and Consultant.

**Article 23. Intent to be Bound**

The City and Consultant each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

**Article 24. Force Majeure**

Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. In every case, the failure to perform must be beyond the reasonable control and without the fault or negligence of the party.

In the event the Consultant believes the time for completion of the Services in this Agreement should be extended under this Article, Consultant shall provide written notice to the City as soon as possible, but not later than seven (7) calendar days after such an event. The notice shall include any justification for an extension of time and shall identify the extension the Consultant believes is necessary as a result of the force majeure event.

**Article 25. Integration and Modification**

This Agreement, including all Exhibits and Attachments incorporated by reference, represents the entire and integrated agreement between the City and the Consultant. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only by a written amendment signed by both parties hereto.

**Article 26. Non-Collusion**

Consultant is certifying, under penalty of perjury, that to the best of its knowledge and belief:

- a. The prices in its quote were arrived at independently, without collusion, consultation, communication, or agreement, for the purpose of restricting competition as to any other matter relating to such prices with any other competitor.



- b. No attempt was made to induce any other person, partnership, or corporation to submit or not submit a quote to the City for these Services for the purpose of restricting competition.

**Article 27. Other Provisions**

- a. Advertising and News Releases. Reference to or use of the City, or any of its departments, officials, or employees, for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the City. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the City.
- b. Foreign Corporation. A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Wis. Stat. 180 relating to a foreign corporation, and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority.
- c. Authority. Each person executing this Agreement on behalf of a party hereto represents and warrants to the other party: That the execution and delivery of this Agreement has been duly authorized, that the person or persons executing this Agreement have the full power, authority, and right to do so, and that such execution is sufficient and legally binding on such party to enable this Agreement to be enforceable in accordance with its terms.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year first written above.

**CITY OF SHEBOYGAN, WISCONSIN**

**CONSULTANT**

**BY:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

Authorized by Res. No. \_\_\_\_\_

**SCOPE OF SERVICES COMMENTARY**  
for  
**ENGINEERING DESIGN SERVICES**  
**TAYLOR & WILGUS INTERSECTION IMPROVEMENTS**  
**CITY OF SHEBOYGAN**  
**SHEBOYGAN COUNTY**  
January 6, 2023

This project includes the design for traffic signal improvements at the N Taylor Drive and Wilgus Avenue signal and intersection improvements, in the City of Sheboygan. Construction is scheduled to be completed no earlier than the 2024 construction season and will be let through the City of Sheboygan.

The scope of this contract is the design of the above project to meet current roadway design standards.

For the design of these projects, the scope is as follows:

- A. Survey
  1. Topographic Survey will be completed by the City of Sheboygan with base mapping provided to JT Engineering.
  2. No additional topographic survey is included.
- B. Geotechnical
  1. No geotechnical borings or investigations are included in this project.
- C. Environmental Coordination/Documentation/Permitting
  1. Environmental Document & Studies - No environmental document is anticipated and is not included in the scope of work.
  2. Wetland Delineation – not anticipated to be needed, not included in scope of work.
  3. Permitting – With total disturbed area expected to be less than 1 acre, no permits are included.
- D. Utility Coordination – included in the scope of work is the following:
  1. One initial notification of utilities to notify them of the projects and gather mapping information.
  2. One notification of utilities of the projects to provide the proposed project information for them to determine potential conflicts.
  3. Review of utility work plans related to these projects with recommendations to the city for the approval of permits.
- E. Storm Sewer
  1. Storm Sewer design is limited to the replacement/relocation of inlets in the areas where needed due to changes in the intersection geometry.
  2. A full analysis of the storm sewer system is not included, and no mainline storm sewer work is included.
- F. Permanent Signing
  1. Permanent signing plans will be limited to work necessary to replace any signs impacted by the proposed improvements.
- G. Roadway Design
  1. Roadway design includes the following:
    - i. Design of a new right turn lane from EB Wilgus to SB Taylor

- ii. Design of the SE quadrant of the intersection (NB Taylor to EB Wilgus) to determine the existing pork chop island can be removed.
  - iii. Design of complete pavement replacement through the intersection (up through the concrete pavement on both Taylor Drive Approaches and through the larger curb radii on the Wilgus approaches). It is assumed the pork chop island in the NW quadrant will remain and the ped ramps will remain unchanged.
2. The design of up to three (3) pedestrian ramps is included.

#### H. Meetings

- 1. JT will attend one (1) meeting at the Sheboygan Public Works building to discuss the progress of the project.
- 2. JT will attend/host up to two (2) virtual meeting/conference calls with the City of Sheboygan to discuss the progress of the project.

#### I. Plans & Specifications.

- 1. JT will provide plans consisting of the following:
  - a. Title Sheet
  - b. General Notes
  - c. Special Construction Details
  - d. Pedestrian Ramp Details
  - e. Intersection Details
  - f. Erosion Control Plans
  - g. Signing & Pavement Marking Plans
  - h. Traffic Signal Removal Plan
  - i. Traffic Signal Plan
  - j. Construction Traffic Control plans (as needed)
  - k. Miscellaneous Quantity sheets
  - l. Plan and Profile Sheets
  - m. Cross Sections
  - n. Standard Detail Drawings
- 2. An engineer's estimate of construction costs will be provided in excel format with the final plan submittal.

#### J. Right of Way Plat – not included.

#### K. Traffic Signal Design

- 1. Design signals utilizing WisDOT specifications and Traffic Signal Design Manual.
- 2. Review the City's signal timing plans and provide changes as needed.

#### L. Traffic Analysis

- 1. Complete a simplified O/D study to determine the traffic usage/patterns at the intersection with respect to the adjacent STH 23 ramps
- 2. Complete modeling to determine the impacts of any proposed intersection geometric changes
- 3. Complete a Technical Memo with the findings of the simplified O/D study, modeling of proposed changes, and recommendations for the final intersection lane configuration.

#### M. Work Zone Traffic Control

- 1. Review traffic needs and provide recommendations for work zone traffic control including but not limited to stop control, temporary traffic signals, lane reductions, road closures, and detours.

#### N. PS&E and Letting

- 1. Provide the City a PS&E package for letting utilizing the City's standard format.

#### O. Design Schedule

1. The design will follow the schedule below if JT has received the Notice to Proceed by January 15, 2023.

Item 21.

Report/Meeting Title	Date
Project Kick-off Meeting	February 17, 2023
Intersection Improvement Technical Memo	March 3, 2023
60% Plans & Estimate	May 1, 2023
60% Plan Meeting	May 12, 2023
90% Plans, Estimate & Specials	September 1, 2023
90% Plan Meeting	September 15, 2023
Draft PSE	November 1, 2023
Final Plans & PSE	December 1, 2023

VIII

R. C. No. 164 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE.  
February 6, 2023.

Your Committee to whom was referred DIRECT REFERRAL Res. No. 129-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing the Finance Director/Treasurer to issue Kaitlyn Krueger merit payment for her extraordinary service to the City; recommends adopting the Resolution.

_____	_____
_____	_____
_____	_____
	Committee

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

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

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



DIRECT REFERRAL TO FINANCE AND PERSONNEL COMMITTEE

Res. No. 129 - 22 - 23. By Alderpersons Mitchell & Filicky-Peneski.  
January 23, 2023.

A RESOLUTION authorizing the Finance Director/Treasurer to issue Kaitlyn Krueger merit payment for her extraordinary service to the City.

WHEREAS, the Human Resources Department was significantly understaffed and without a director for an extended period; and

WHEREAS, from March 28, 2022 to August 26, 2022, a human resources professional was hired by the City Administrator to meet the department's most pressing needs, but a great deal of varied responsibilities was unable to be accounted for under this arrangement; and

WHEREAS, in addition to her duties as Finance Director, Kaitlyn Krueger assumed responsibility for all human resources matters not undertaken by the human resources professional; and

WHEREAS, the Common Council believes the provisions of Sheboygan Municipal Code § 82-57, Acting Pay for Non-Represented Employees, would not adequately convey the City's deep appreciation for Ms. Krueger's tireless service, nor would it adequately reflect the scope of additional duties performed.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council of the City of Sheboygan expresses its immense gratitude to Kaitlyn Krueger for her service to the City during a time of great turmoil and her willingness to assist the City in countless ways as needs arose.

BE IT FURTHER RESOLVED: That the Finance Department is directed to issue a merit payment to Kaitlyn Krueger in the amount of \$25,000.

BE IT FURTHER RESOLVED: That the Finance Department is directed to issue Kaitlyn Krueger an additional five days of vacation leave for 2023.

BE IT FURTHER RESOLVED: That the Finance Department is authorized to withdraw funds sufficient to effectuate this resolution in equal shares from the following accounts:

Account No. 101144-510110 (General Fund - Human Resources - Full Time Salaries - Regular)

Account No. 710144-510110 (Health Insurance Fund - Full Time Salaries - Regular)

Account No. 712144-510110 (Workers' Comp. Insurance Fund - Full Time Salaries - Regular)

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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

TX

R. C. No. 165 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE.  
February 6, 2023.

Your Committee to whom was referred DIRECT REFERRAL Gen. Ord. No. 19-22-23 by Alderpersons Mitchell and Filicky-Peneski amending Section 82-33 of the Sheboygan Municipal Code so as to modify the City Table of Organization; recommends adopting the Ordinance.

_____	_____
_____	_____
_____	_____
	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

DIRECT REFERRAL TO FINANCE AND PERSONNEL COMMITTEE

Gen. Ord. No. 19 - 22 - 23. By Alderpersons Mitchell and Filicky-Peneski.  
January 23, 2023.

AN ORDINANCE amending Section 82-33 of the Sheboygan Municipal Code so as to modify the City 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 B of section 82-33 of the supplement to the Code on file in the city clerk's office is amended as follows:

"B. DEPARTMENT OF PUBLIC WORKS

	<u>Class Title</u>	<u>Class Grade</u>	<u>No. of Employees</u>
DELETE:			
5.	Wastewater Treatment Division		
	WWTP Operator	11	1.0
	Maintenance Supervisor	Unclassified	1.0
	Wastewater Lab Technician II	13	1.0
ADD:			
5.	Wastewater Treatment Division		
	WWTP - Lead Operator	14	1.0
	Maintenance Working Foreman	13	1.0
	Network & Process Systems Coordinator	12	1.0"

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.

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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



Gen. Ord. No. 20 - 22 - 23. By Alderpersons Mitchell and Felde.  
February 6, 2023.

AN ORDINANCE re-establishing the salaries of Election Officials.

WHEREAS, Election Officials have not received a salary increase since 2018; and

WHEREAS, full-time Election Officials are not allowed to leave the premises on Election Day; and

WHEREAS, full-time Election Officials currently work approximately 14-16 hours on an election day, and part-time Election Officials currently work approximately 7-9 hours on an election day; and

WHEREAS, Wis. Stats. § 7.03 requires that a reasonable daily compensation be paid to each inspector; and

WHEREAS, current Election Official pay in the City of Sheboygan is currently the lowest in the county; and

WHEREAS, average Election Official pay in the other communities in Sheboygan County is just under \$180.00 for a full day and \$90.00 for a half day (i.e., just under \$12.00 per hour), and just under \$212.00 for chief inspectors (chairpersons), excluding the benefits some communities provide; and

WHEREAS, it is becoming increasingly difficult to find and keep qualified and competent inspectors.

NOW, THEREFORE, THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

Section 1. The Election Officials appointed to perform election duties in the various wards of the City of Sheboygan shall be paid in accordance with the following schedule:

\$ 75.00 for half of Election Day  
\$150.00 for full Election Day  
\$175.00 for co-chairpersons  
\$ 10.00 for attending instructional meeting  
\$ 10.00 per hour for special nursing home deputies

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

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

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

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

II

Other Matters

Item 25.

R. O. No. 103 - 22 - 23. By CITY CLERK. February 6, 2023.

Submitting various license applications.

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

CLASS "B" BEER LICENSE (June 30, 2023) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3583	Club Leon Bar and Grill (Club Leon Bar and Grill)	933 Indiana Avenue

"CLASS C" LICENSE (June 30, 2023) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3583	Club Leon Bar and Grill (Club Leon Bar and Grill)	933 Indiana Avenue

CHPS

III  
Res. No. 130 - 22 - 23. By Alderpersons Felde and Filicky-Peneski.  
February 6, 2023.

A RESOLUTION declaring the City's desire and commitment to developing an indoor/outdoor sports complex at the City's Butzen Property as set forth below.

WHEREAS, the City was gifted the properties identified by PINs 59281430842 and 59281430840 from the Butzen Family in 2014 ("Butzen Property"), totaling approximately 55 acres; and

WHEREAS, as a condition of the donation, the Butzen Property is subject to a deed restriction requiring the property be solely used for recreational purposes; and

WHEREAS, the City has identified a need for and desires to construct a large sports complex at the Butzen Property to be utilized for soccer, football, pickleball, ice hockey, figure skating, and other recreational pursuits; and

WHEREAS, Lakeshore United FC ("LUFC") has a long history as the City's premier soccer club; and

WHEREAS, LUFC has generated and previously presented plans to develop the Butzen Property in phases that the City is agreeable to; and

WHEREAS, LUFC has the expertise and dedicated personnel necessary to successfully effectuate these plans; and

WHEREAS, the City has pre-graded the Butzen Property rendering it "shovel-ready" to avoid additional site preparation resulting in faster implementation; and

WHEREAS, because the property is already City-owned, cost savings are realized on land acquisition and future construction costs; and

WHEREAS, the Butzen Property's location is convenient to Interstate 43 access; is near many existing hotels, restaurants, and shopping opportunities; is served by City transit; is walkable and bikeable; and is served with full-time first responders, fire, ambulance, and police service; and

WHEREAS, the Butzen Property is located within a half-mile of TIF 18 rendering it potentially eligible for TIF financing; and

WHEREAS, Visit Sheboygan, the Town of Sheboygan, and Sheboygan County have funded a feasibility study with The Sport Facilities Companies to explore the possibilities of fundraising, construction, and operation of a multi-sport indoor facility; and



WHEREAS, suspension of the rules and immediate adoption of this Resolution is appropriate due to the time constraints presented by the SCEDC's imminent release of the feasibility study; and

WHEREAS, the Common Council supports the Butzen Property as being the preferred location for the indoor sports facility and if the Butzen Property is declared the ideal location, the Common Council intends to support its development with preferential lease terms and public infrastructure assistance; and

WHEREAS, LUFC supports being a key stakeholder and partner with the City and other local and county partners in developing this indoor facility based on the findings of the feasibility study.

NOW, THEREFORE, BE IT RESOLVED: That the City believes the Butzen Property is the best location for a premier, multi-sport, indoor/outdoor recreational complex that is envisioned to be the best multi-sport complex in the Midwest.

BE IT FURTHER RESOLVED: That the City declares its appreciation for and desire to continue partnering with LUFC to develop the Butzen Property as a premier, multi-sport, indoor/outdoor recreational complex.

BE IT FURTHER RESOLVED: That the City shall endeavor to work with other community partners to secure adequate funding in the continued development of the Butzen Sports Complex.



BE IT FURTHER RESOLVED: That the City shall endeavor to support the development of the Butzen Sports Complex beyond funding such as through public infrastructure assistance, preferential contracting, and other areas to be determined as needs arise and capabilities permit.

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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

January 31, 2023

VIA EMAIL

City of Sheboygan Common Council  
828 Center Avenue  
Sheboygan, WI 53081

RE: Lakeshore United FC



Dear Council:

I write on behalf of Lakeshore United FC ("LUFC") in support of the proposed Resolution the Common Council is currently considering. LUFC is Sheboygan County's largest soccer club, serving more than three thousand persons in and around Sheboygan County.

Formed in 1985, LUFC is a non-profit organization created to facilitate and provide the youth soccer experience. Today, LUFC serves more than three thousand athletes from eighteen different communities in and around Sheboygan and the surrounding communities. Our operational budget is over one million dollars and we provide soccer programming to people of all ages, abilities, and backgrounds including:

1. Community Soccer (recreational soccer league) is for first grade through eighth grade players promoting participation, sportsmanship, and appreciation for the game, with community-based grade level teams.
2. LUFC's Junior Program provides 4K - 5K children a safe, inclusive, and structured program to introduce them to the game.
3. Academy Soccer (U-7 - U-10 development program) is designed for young, aspiring players seeking more playing time and continue training throughout the year.
4. LUFC's Select Soccer is for the committed soccer player seeking more intensive and comprehensive development and involves competitive league and tournament play on a year-round basis.
5. TOPSoccer is LUFC's soccer program for ages four through eighteen having special needs. TOPSoccer is organized by community volunteers and is designed to provide anyone who has a disability with an opportunity to learn and play soccer and develop a love for the sport.
6. Futsal is LUFC's winter soccer program, which is a fast-paced, small-sided indoor game played throughout the world.

Additionally, LUFC has special programs such as summer league to keep our kids playing during the summer months, small group training, and camps including Elite Camp, which includes instruction from top college coaches and STARS Camp, which takes place each summer at six surrounding Sheboygan communities, and focuses on not only skills but other fundamentals including sportsmanship, teamwork, and attitude.

LUFC fields more than one hundred fifty teams in various programs, competing statewide at all levels of competition. Since its inception in 1985, LUFC has grown to the fifth largest youth soccer club in Wisconsin. In fact, LUFC's U-19 Girls Select Team became National Champions in the US Youth Soccer Presidents Cup in July of 2022.

LUFC hosts multiple tournaments during the year, including our Fall Classic (formerly known as SAYSO) featuring more than one hundred eighty recreational/community-based teams, our Kickin It Lakeside, which has hosted more than one hundred fifty teams from throughout Wisconsin and the Midwest, and our Shoreline Shootout for U-8 - U-13 teams during the summer months. These tournaments draw many visitors to our community and are a tremendous boost to our local economy.

Our soccer programming is headed by full-time, dedicated professionals, with administrative support at all levels, a strong, active volunteer base, and parents, coaches, and supporters all engaged towards a common goal: Making LUFC's organizational structure strong, stable, and uniquely qualified to meet the needs of our entire community.

LUFC remains committed to providing programming and assistance with programming for not only soccer programming but for any and all sports and any and all other recreational activities for our entire community.

Recently, through the joint efforts of Butzen Sports Complex, LLC, the City of Sheboygan, and LUFC, we have begun and continue the development of the Butzen Sports Complex, a fifty-five acre site deeded to the City of Sheboygan, which contains a restrictive covenant requiring the property be utilized for recreational purposes. Butzen Sports Complex, the City of Sheboygan, and LUFC have been currently developing the property with grass fields, walkways and parking lots, and we are continuing our active development of the property for multisports usage.

LUFC believes in providing a first class athletic facility and complex for our community. The Butzen Sports Complex site contemplates in its original design and developmental plans both outdoor facilities, as well as a dedicated indoor facility onsite to create year-round opportunities for not only soccer, but for any and all sports and recreational activities. LUFC's commitment has been steadfast in its development of the site under these parameters.

Currently, there are design concepts being considered by both the Town of Sheboygan, as well as the City of Sheboygan, for a multi-sport indoor facility to be

developed. LUFC submits that the Butzen Sports Complex site offers the best site for any indoor facility contemplated for multiple reasons, but primarily for the following:

1. The current Butzen Sports Complex site does not require a purchase and the land is currently deeded to the City of Sheboygan;
2. The City of Sheboygan, LUFC, and Butzen Sports Complex's current development of the Butzen Sports Complex site includes grading and does not require additional site preparation;
3. The Butzen Sports Complex site has fifty-five available acres, with additional property potentially available for expansion;
4. The Butzen Sports Complex site is served by full-time police, fire, and ambulance, and is located near existing healthcare and emergency healthcare facilities;
5. The Butzen Sports Complex site has freeway corridor access and close proximity to hotels, restaurants, retailers, and other amenities;
6. The Butzen Sports Complex site has transit/bus service, and;
7. The Butzen Sports Complex site is within a half mile of an existing Tax Incremental Financing (TIF) district, making it eligible for tax incremental financing.

Not only is LUFC committed to the development of the Butzen Sports Complex site but remains committed upon the completion of the Butzen Sports Complex site to remain an active and supportive participant along with the City of Sheboygan in assisting with the oversight of the operation, maintenance, and administration of the complex.

As Sheboygan County's largest sports group, and given its already existing organizational structure and expertise, LUFC is uniquely qualified to assist the City of Sheboygan in development, operation, and support of a first class indoor and outdoor facility, which includes multi-sport athletic programming and securing large, high profile athletic events to be held at the site. LUFC believes Butzen Sports Complex is the best location in the County for this facility and strongly supports the City of Sheboygan in its proposed Resolution. We look forward to future development at the Butzen Sports Complex.

Very truly yours,

LAKESHORE UNITED FC

Joseph J. Voelkner,  
Vice-President and General Counsel

JJV/sas

cc: Lakeshore United FC (via email)  
Butzen Sports Complex, LLC (via email)