



# NINETEENTH REGULAR COMMON COUNCIL MEETING AGENDA

January 06, 2025 at 6:00 PM

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

"The best thing about the future is that it comes one day at a time." Abraham Lincoln

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 19th Regular Meeting of the 2024-2025 Common Council at 6:00 PM, MONDAY, January 6, 2025 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 Felde and Rust may attend meeting remotely*

**2. Pledge of Allegiance**

**3. Approval of Minutes**

*Eighteenth Regular Council Meeting held on December 16, 2024*

**4. Confirmation of Mayoral Appointments**

*Paul Rudnick, Eileen Simenz, Stephanie Rankun, Delaine Reichert, Liz Kelsch, Dakota Graff, Lynn Potyen, Derek Muench, Brian Doudna, and Deidre Martinez to the Business Improvement District Board of Directors for the 2025-2026 Term*

**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*

## HEARINGS

- 7.** Hearing No. 12-24-25 pursuant to a notice published and letters sent by the City Clerk, this hearing is to allow interested parties to be heard relative to a proposed amendment to the City of Sheboygan's Official Zoning Map. The purpose of the amendment is to change the Use District Classification of property located at 2258 Calumet Drive – Parcel No. 59281621470 from Class Neighborhood Residential (NR-6) to Class Urban Commercial (UC) Classification.

## CONSENT

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

- 9.** R. C. No. 193-24-25 by Finance and Personnel Committee to whom was referred R. O. No. 84-24-25 by City Clerk submitting a claim from Mercy Yang/Steven Vue for alleged damages to vehicle when it struck a loose sewer hole lid; recommends filing the document.
- 10.** R. C. No. 195-24-25 by Finance and Personnel Committee to whom was referred Res. No. 137-24-25 by Alderpersons Mitchell and Perrella authorizing entering into a Pre-Development Agreement with Cherry Faith Properties, LLC regarding construction of mixed-use development on the property located at 1512 North 17th Street; recommends adopting the Resolution.
- 11.** R. C. No. 200-24-25 by Licensing, Hearings, and Public Safety Committee to whom was referred Res. No. 138-24-25 by Alderpersons Rust and La Fave authorizing the appropriate City officials to execute the documents necessary to purchase an ambulance from Pomasl Fire Equipment, Inc. for the Sheboygan Fire Department and to make other purchases necessary to equip the new ambulance; recommends adopting the Resolution.

**REPORT OF OFFICERS**

- 12.** R. O. No. 98-24-25 by Transit Commission to whom was referred Res. No. 85-24-25 by Alderpersons Dekker, Rust, and Mitchell accepting and approving the Public Transportation Agency Safety Plan (2024); recommends adopting the Resolution.
- 13.** R. O. No. 96-24-25 by City Clerk submitting a Summons and Complaint in the matter of BankUnited N.A. vs. Joseph P. Champeau et al. REFER TO FINANCE AND PERSONNEL COMMITTEE
- 14.** R. O. No. 97-24-25 by City Clerk submitting a Summons and Complaint in the matter of Planet Home Lending, LLC. vs. Breanna Crump et al. REFER TO FINANCE AND PERSONNEL COMMITTEE
- 15.** R. O. No. 95-24-25 by City Clerk submitting a license application. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

**RESOLUTIONS**

- 16.** Res. No. 146-24-25 by Alderpersons Dekker and Rust scheduling a spring primary election for candidates for city office in 2025 in all races where there are three or more candidates. SUSPEND THE RULES AND ADOPT THE RESOLUTION
- 17.** Res. No. 147-24-25 by Alderpersons Mitchell and Perrella authorizing the Finance Director to write off the loan balance on the City's Balance Sheet for 2313 N 5<sup>th</sup> Street and directing the City Attorney's Office to submit a release of mortgage to the Sheboygan County Register of Deeds. SUSPEND THE RULES AND ADOPT THE RESOLUTION
- 18.** Res. No. 145-24-25 by Alderpersons Mitchell and Perrella authorizing the issuance and sale of up to \$846,365 TAXABLE GENERAL OBLIGATION LEAD SERVICE LINE REPLACEMENT PROMISSORY NOTES, SERIES 2025, and providing for other details and covenants with respect thereto. SUSPEND THE RULES AND ADOPT THE RESOLUTION

**REPORT OF COMMITTEES**

- 19.** R. C. No. 194-24-25 by Finance and Personnel Committee to whom was referred Res. No. 134-24-25 by Alderpersons Mitchell and Perrella confirming the final allocation for expenses utilizing American Rescue Plan Act (ARPA) funds to pay for various eligible capital projects and authorizing the Finance Director to

complete a 2024 budget amendment with associated anticipated costs; recommends adopting the Resolution.

- [20.](#) R. C. No. 196-24-25 by Finance and Personnel Committee to whom was referred Res. No. 140-24-25 by Alderpersons Mitchell and Perrella authorizing the Purchasing Agent to issue a purchase order for the purchase and installation of an automated materials handling system for return materials at Mead Public Library; recommends adopting the Resolution.
- [21.](#) R. C. No. 197-24-25 by Finance and Personnel Committee to whom was referred Res. No. 141-24-25 by Alderpersons Mitchell and Perrella amending the 2024 budget for various expenses incurred or planned; recommends adopting the Resolution.
- [22.](#) R. C. No. 198-24-25 by Finance and Personnel Committee to whom was referred Direct Referral Res. No. 143-24-25 by Alderpersons Mitchell and Perrella adopting a Citizen Participation Plan which is required when funds are required from the U. S. Department of Housing and Urban Development, Community Development Block Grant Program; recommends adopting the Resolution.
- [23.](#) R. C. No. 199-24-25 by Finance and Personnel Committee to whom was referred Direct Referral Res. No. 144-24-25 by Alderpersons Mitchell and Perrella authorizing Kristen Fish-Peterson of Redevelopment Resources, LLC to act on behalf of the Mayor as a Certifying Officer for the issuance of environmental reviews related to the HUD Community Development Block Grant (CDBG) program; recommends adopting the Resolution.

#### **GENERAL ORDINANCES**

- [24.](#) Gen. Ord. No. 29-24-25 by Alderpersons Dekker, Perrella, and Rust amending Section 2-126 of the Sheboygan Municipal Code so as to change the council rule regarding remote attendance. REFER TO FINANCE AND PERSONNEL COMMITTEE
- [25.](#) Gen. Ord. No. 30-24-25 by Alderperson Belanger amending several sections of Chapter 105 of the Sheboygan Municipal Code so as to eliminate the Architectural Review Board and giving those powers to the Plan Commission. REFER TO PLAN COMMISSION

#### **MATTERS LAID OVER**

- [26.](#) R. O. No. 79-24-25 by City Plan Commission to whom was referred Gen. Ord. No. 20-24-25 by Alderpersons Belanger and La Fave and R. O. No. 73-24-25 by City Clerk submitting application to amend the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located at 2258 Calumet Drive - Parcel No. 59281621470 from Class Neighborhood Residential (NR-6) to Class Urban Commercial (UC) Classification; recommends filing the R. O. and adopting the Ordinance.

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

#### **ADJOURN MEETING**

27. Motion to Adjourn

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

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

## CITY OF SHEBOYGAN

## EIGHTEENTH REGULAR COMMON COUNCIL MEETING MINUTES

Monday, December 16, 2024

## OPENING OF MEETING

**1. Roll Call**

Alders present: Belanger, Dekker, Felde (remote), Heidemann, La Fave, Perrella, Ramey – 7.

Alders excused: Mitchell, Peterson, Rust – 3.

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

Seventeenth Regular Council Meeting held on December 2, 2024

## MOTION TO APPROVE THE MINUTES

Motion made by Dekker, Seconded by Perrella.

Voting Yea: Belanger, Dekker, Felde, Heidemann, La Fave, Perrella, Ramey – 7.

**4. Mayoral Appointments**

Paul Rudnick, Eileen Simenz, Stephanie Rankun, Delaine Reichert, Liz Kelsch, Dakota Graff, Lynn Potyen, Derek Muench, Brian Doudna, and Deidre Martinez to the Business Improvement District Board of Directors for the 2025-2026 Term. Lays Over.

**5. Public Forum**

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

**6. Mayor's Announcements**

Upcoming Community Events, Proclamations, Employee Recognitions

**7. Presentation**

Issuance of Public Finance Authority Education Revenue Bonds (Sheboygan Christian School Project)

## HEARINGS

8. Hearing No. 11-24-25 pursuant to a notice published by the City Clerk, this hearing is to allow interested parties to be heard concerning the approval of the proposed issuance by the Public Finance Authority (the “Authority”) of its Education Revenue Bonds (Sheboygan Christian School Project), Series 2025 (the “Bonds”), to facilitate the financing of the Project, in an aggregate maximum stated principal amount not to exceed \$16,500,000. The Bonds may be issued in one or more series or issuances as part of a plan of finance.

No one spoke.

MOTION TO CLOSE HEARING

Motion made by Dekker, Seconded by Perrella.

Voting Yea: Belanger, Dekker, Felde, Heidemann, La Fave, Perrella, Ramey – 7.

**CONSENT**

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

Motion made by Dekker, Seconded by Perrella.

Voting Yea: Belanger, Dekker, Felde, Heidemann, La Fave, Perrella, Ramey – 7.

- 10. R. C. No. 185-24-25 by Finance and Personnel Committee to whom was referred Res. No. 131-24-25 by Alderpersons Mitchell and Perrella authorizing an amendment to the 2024 budget for the purchase of communication equipment for the Police and Fire Departments; recommends adopting the Resolution.

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

Motion made by Dekker, Seconded by Perrella.

Voting Yea: Belanger, Dekker, Felde, Heidemann, La Fave, Perrella, Ramey – 7.

- 11. R. C. No. 182-24-25 by Finance and Personnel Committee to whom was referred Res. No. 128-24-25 by Alderpersons Mitchell and Perrella expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2024 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 5; recommends adopting the Resolution.

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

Motion made by Dekker, Seconded by Perrella.

Voting Yea: Belanger, Dekker, Felde, Heidemann, La Fave, Perrella, Ramey – 7.

- 12. R. C. No. 181-24-25 by Finance and Personnel Committee to whom was referred Res. No. 127-24-25 by Alderpersons Mitchell and Perrella expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2024 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 4; recommends adopting the Resolution.

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

Motion made by Dekker, Seconded by Perrella.

Voting Yea: Belanger, Dekker, Felde, Heidemann, La Fave, Perrella, Ramey – 7.

- 13. R. C. No. 180-24-25 by Finance and Personnel Committee to whom was referred Res. No. 126-24-25 by Alderpersons Mitchell and Perrella expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2024 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 2; recommends adopting the Resolution.

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

Motion made by Dekker, Seconded by Perrella.

Voting Yea: Belanger, Dekker, Felde, Heidemann, La Fave, Perrella, Ramey – 7.

- 14. R. C. No. 179-24-25 by Finance and Personnel Committee to whom was referred Res. No. 125-24-25 by Alderpersons Mitchell and Perrella expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2024 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 1; recommends adopting the Resolution.

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

Motion made by Dekker, Seconded by Perrella.

Voting Yea: Belanger, Dekker, Felde, Heidemann, La Fave, Perrella, Ramey – 7.

- 15. R. C. No. 178-24-25 by Finance and Personnel Committee to whom was referred R. O. No. 90-24-25 by City Clerk submitting the Tax Levy Certification for the 2024-2025 School Year from the Kohler School District; recommends filing the document.

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

Motion made by Dekker, Seconded by Perrella.

Voting Yea: Belanger, Dekker, Felde, Heidemann, La Fave, Perrella, Ramey – 7.

- 16. R. C. No. 177-24-25 by Finance and Personnel Committee to whom was referred R. O. No. 86-24-25 by City Clerk submitting a Tax Levy Certification for the 2024-2025 School Year from the Sheboygan Area School District; recommends filing the document.

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

Motion made by Dekker, Seconded by Perrella.

Voting Yea: Belanger, Dekker, Felde, Heidemann, La Fave, Perrella, Ramey – 7.

- 17. R. C. No. 175-24-25 by Finance and Personnel Committee to whom was referred Direct Referral R. O. No. 92-24-25 by Finance Director Kaitlyn Krueger submitting the 2025 Business Improvement District (BID) Statement of Purpose, dated December 4, 2024, the BID's 2025 Operating Budget, and 2024 Special Assessment Listing; recommends filing the document.

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

Motion made by Dekker, Seconded by Perrella.

Voting Yea: Belanger, Dekker, Felde, Heidemann, La Fave, Perrella, Ramey – 7.

- 18. R. C. No. 190-24-25 by Public Works Committee to whom was referred Gen. Ord. No. 27-24-25 by Alderpersons Dekker and Ramey placing a stop sign on northbound Lakeshore Drive at the intersection with High Avenue and South 7th Street; recommends adopting the Ordinance.

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

Motion made by Dekker, Seconded by Perrella.

Voting Yea: Belanger, Dekker, Felde, Heidemann, La Fave, Perrella, Ramey – 7.

- 19. R. C. No. 189-24-25 by Public Works Committee to whom was referred Gen. Ord. No. 26-24-25 by Alderpersons Dekker and Ramey changing the speed limit on Lakeshore Drive between Washington Avenue and Wilson Avenue from 35 MPH to 25 MPH; recommends adopting the Ordinance.

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

Motion made by Dekker, Seconded by Perrella.

Voting Yea: Belanger, Dekker, Felde, Heidemann, La Fave, Perrella, Ramey – 7.

- 20. R. C. No. 188-24-25 by Public Works Committee to whom was referred Res. No. 124-24-25 by Alderpersons Dekker and Ramey authorizing a contract with Kaschak Roofing for the roof replacement at Mead Public Library and authorizing a 2024 budget amendment; recommends adopting the Resolution.

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

Motion made by Dekker, Seconded by Perrella.

Voting Yea: Belanger, Dekker, Felde, Heidemann, La Fave, Perrella, Ramey – 7.

- 21. R. C. No. 192-24-25 by Licensing, Hearings, and Public Safety Committee to whom was referred pursuant to R. O. No. 91-24-25 by City Clerk submitting various license applications; recommends approving “Class B” Liquor license application for Steve ‘n Faye’s Tiny Tap (#3695).

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

Motion made by Dekker, Seconded by Perrella.

Voting Yea: Belanger, Dekker, Felde, Heidemann, La Fave, Perrella, Ramey – 7.

**REPORT OF OFFICERS**

- 22. R. O. No. 94-24-25 by Board of Water Commissioners stating its awareness that a Declaration of Official Intent has been completed by authorized City of Sheboygan officials of a WDNR Safe Drinking Water Loan estimated at \$3,227,749 for financial assistance in the form of a loan made by the SDWLP to the Municipality.

MOTION TO RECEIVE AND FILE THE R. O.

Motion made by Dekker, Seconded by Perrella.

Voting Yea: Belanger, Dekker, Felde, Heidemann, La Fave, Perrella, Ramey – 7.

- 23. R. O. No. 93-24-25 by City Clerk submitting a claim from Kelly Meyeraan for alleged damages to vehicle after it was stuck by a city vehicle. REFER TO FINANCE AND PERSONNEL COMMITTEE

**RESOLUTIONS**

- 24. Res. No. 136-24-25 by Alderpersons Mitchell and Perrella amending the residential Recycling Fee and residential Garbage Collection Fee for services provided by the City.

MOTION TO SUSPEND THE RULES AND ADOPT THE RESOLUTION

Motion made by Perrella, Seconded by Dekker.

Voting Yea: Belanger, Dekker, Felde, Heidemann, La Fave, Perrella, Ramey – 7.

- 25. Res. No. 142-24-25 by Alderpersons Dekker and Ramey amending the Marina and Riverfront Slips Fee Schedule.

MOTION TO SUSPEND THE RULES AND ADOPT THE RESOLUTION

Motion made by Dekker, Seconded by Ramey.

Voting Yea: Belanger, Dekker, Heidemann, La Fave, Perrella, Ramey – 7.

- 26. Res. No. 139-24-25 by Alderpersons Mitchell and Perrella consenting to the Assignment and Assumption of Ground Lease for parcels adjacent to property currently owned by Nemschoff, Inc., contingent upon sale of property to AESSE Real Estate Company, LLC.

MOTION TO SUSPEND THE RULES AND ADOPT THE RESOLUTION

Motion made by Perrella, Seconded by Dekker.

Voting Yea: Belanger, Dekker, Felde, Heidemann, La Fave, Perrella, Ramey – 7.

27. Res. No. 137-24-25 by Alderpersons Mitchell and Perrella authorizing entering into a Pre-Development Agreement with Cherry Faith Properties, LLC regarding construction of mixed-use development on the property located at 1512 North 17th Street. REFER TO FINANCE AND PERSONNEL COMMITTEE
28. Res. No. 134-24-25 by Alderpersons Mitchell and Perrella confirming the final allocation for expenses utilizing American Rescue Plan Act (ARPA) funds to pay for various eligible capital projects and authorizing the Finance Director to complete a 2024 budget amendment with associated anticipated costs. REFER TO FINANCE AND PERSONNEL COMMITTEE
29. Res. No. 138-24-25 by Alderpersons Rust and La Fave authorizing the appropriate City officials to execute the documents necessary to purchase an ambulance from Pomasl Fire Equipment, Inc. for the Sheboygan Fire Department and to make other purchases necessary to equip the new ambulance. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE
30. Res. No. 140-24-25 by Alderpersons Mitchell and Perrella authorizing the Purchasing Agent to issue a purchase order for the purchase and installation of an automated materials handling system for return materials at Mead Public Library. REFER TO FINANCE AND PERSONNEL COMMITTEE
31. Res. No. 141-24-25 by Alderpersons Mitchell and Perrella amending the 2024 budget for various expenses incurred or planned. REFER TO FINANCE AND PERSONNEL COMMITTEE

**REPORT OF COMMITTEES**

32. R. C. No. 176-24-25 by Finance and Personnel Committee to whom was referred Direct Referral Res. No. 135-24-25 by Alderpersons Mitchell and Perrella authorizing the purchase of the property known as 2629 North 7th Street from Aurora Health Care Central, Inc; recommends adopting the Resolution.

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

Motion made by Perrella, Seconded by Dekker.

Voting Yea: Belanger, Dekker, Felde, Heidemann, La Fave, Perrella, Ramey – 7.

33. R. C. No. 183-24-25 by Finance and Personnel Committee to whom was referred Res. No. 129-24-25 by Alderpersons Mitchell and Perrella authorizing an amendment to the 2024 budget for the future purchase of hardware and software by the IT Department for cybersecurity upgrades; recommends adopting the Resolution.

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

Motion made by Perrella, Seconded by Dekker.

Voting Yea: Belanger, Dekker, Felde, Heidemann, La Fave, Perrella, Ramey – 7.

34. R. C. No. 184-24-25 by Finance and Personnel Committee to whom was referred Res. No. 130-24-25 by Alderpersons Mitchell and Perrella adopting the revised City of Sheboygan compensation program for non-represented employees; recommends adopting the Resolution.



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

Motion made by Perrella, Seconded by Dekker.

Voting Yea: Belanger, Dekker, Felde, Heidemann, La Fave, Perrella, Ramey – 7.

35. R. C. No. 186-24-25 by Finance and Personnel Committee to whom was referred Res. No. 132-24-25 by Alderpersons Mitchell and Perrella approving up to \$16,500,000 of Public Finance Authority Education Revenue Bonds (Sheboygan Christian School Project), Series 2025 for purposes of Section 147(f) of the Internal Revenue Code of 1986, as amended; recommends adopting the Resolution.

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

Motion made by Perrella, Seconded by Dekker.

Voting Yea: Belanger, Dekker, Felde, Heidemann, La Fave, Perrella, Ramey – 7.

36. R. C. No. 187-24-25 by Public Works Committee to whom was referred Direct Referral Res. No. 133-24-25 by Alderpersons Dekker and Ramey authorizing the appropriate City officials to enter into a contract with Visu-Sewer for the sewer lining at various locations within the City; recommends adopting the Resolution.

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

Motion made by Dekker, Seconded by Ramey.

Voting Yea: Belanger, Dekker, Felde, Heidemann, La Fave, Perrella, Ramey – 7.

37. R. C. No. 191-24-25 by Licensing, Hearings, and Public Safety Committee to whom was referred Charter Ord. No. 1-24-25 (being subject to the home rule provisions of § 66.0101 of the Wisconsin Statutes) to authorize primary elections whenever three or more candidates file nomination papers for an elective city office; recommends adopting the Ordinance.

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

Motion made by La Fave, Seconded by Perrella.

Voting Yea: Belanger, Dekker, Heidemann, La Fave, Perrella, Ramey – 6.

Voting Nay: Felde – 1.

Motion failed to receive a 2/3 vote of the elected members of the council

**GENERAL ORDINANCES**

38. Gen. Ord. No. 28-24-25 by Alderpersons Dekker and Ramey establishing new winter parking restrictions on North 36th Street between Bonnie Court and Main Avenue. REFER TO PUBLIC WORKS COMMITTEE

**MATTERS LAID OVER**

39. R. O. No. 79-24-25 by City Plan Commission to whom was referred Gen. Ord. No. 20-24-25 by Alderpersons Belanger and La Fave and R. O. No. 73-24-25 by City Clerk submitting application to amend the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located at 2258 Calumet Drive from Class Neighborhood Residential (NR-6) to Class Urban Commercial (UC) Classification; recommends filing the R. O. and adopting the Ordinance. Lays Over.

**OTHER MATTERS AUTHORIZED BY LAW – None.****ADJOURN MEETING**

40. Motion to Adjourn

MOTION TO ADJOURN AT 6:31 PM

Motion made by Dekker, Seconded by Perrella.

Voting Yea: Belanger, Dekker, Felde, Heidemann, La Fave, Perrella, Ramey – 7.



December 12<sup>th</sup> 2024

TO THE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointments for your confirmation:

- To be considered for appointment to the Business Improvement District Board of Directors for the 2025-2026 Term:
  - Paul Rudnick – Rudnick Jewelers
  - Eileen Simenz – Salon Sase
  - Stephanie Rankun – Mini Mocha Café
  - Delaine Reichert – Blue Harbor
  - Liz Kelsch – JMKAC
  - Dakota Graff – United One
  - Lynn Potyen – The Game Board
  - Derek Muench – Shoreline Metro (City of Sheboygan Rep)
  - Brian Doudna – SCEDC (Non-Voting Advisor)
  - Deidre Martinez – Chamber of Commerce (Non-Voting Advisor)

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)

**CITY OF SHEBOYGAN  
HEARING 12-24-25**

**JANUARY 6, 2025.**

Pursuant to a notice published and letters sent by the City Clerk, this hearing is to allow interested parties to be heard relative to a proposed amendment to the City of Sheboygan's Official Zoning Map. The purpose of the amendment is to change the Use District Classification of property located at 2258 Calumet Drive – Parcel No. 59281621470 from Class Neighborhood Residential (NR-6) to Class Urban Commercial (UC) Classification.

All interested parties will now be heard.

**NOTICE OF PUBLIC HEARING ON AMENDMENT TO THE CITY OF SHEBOYGAN OFFICIAL ZONING  
MAP OF THE SHEBOYGAN ZONING ORDINANCE:**

Notice is hereby given that a public hearing will be held at 6:00 P.M., January 6, 2025 in City Hall, 3<sup>rd</sup> Floor Council Chambers, 828 Center Avenue, Sheboygan, Wisconsin, to give persons an opportunity to be heard relative to the proposed amendment to the City of Sheboygan's Official Zoning Map. The purpose of the amendment is to change the Use District Classification of the following described property from Class Neighborhood Residential (NR-6) to Class Urban Commercial (UC) Classification.

Property located at 2258 Calumet Drive – Parcel No. 59281621470:

**KOHL'S SUBD LOT 19, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN**

**MEREDITH DEBRUIN**  
City Clerk

Not an Invoice

<b>Account Number:</b>	1012694
<b>Customer Name:</b>	Sheb, City Of,Legal Acct
<b>Customer Address:</b>	Sheb, City Of,Legal Acct 828 Center AVE # 110 Accounts Payable Sheboygan WI 53081-4442
<b>Contact Name:</b>	ACCT SHEB, CITY OF,LEGAL
<b>Contact Phone:</b>	
<b>Contact Email:</b>	
<b>PO Number:</b>	

<b>Date:</b>	12/02/2024
<b>Order Number:</b>	10825291
<b>Prepayment Amount:</b>	\$ 0.00

<b>Column Count:</b>	1.0000
<b>Line Count:</b>	30.0000
<b>Height in Inches:</b>	0.0000

**Print**

Product	#Insertions	Start - End	Category
SHE Sheboygan Press	2	12/20/2024 - 12/27/2024	Public Notices
SHE sheboyganpress.com	2	12/20/2024 - 12/27/2024	Public Notices

As an incentive for customers, we provide a discount off the total order cost equal to the 3.99% service fee if you pay with Cash/Check/ACH. Pay by Cash/Check/ACH and save!

Total Cash Order Confirmation Amount Due	\$44.50
Tax Amount	\$0.00
Service Fee 3.99%	\$1.78
Cash/Check/ACH Discount	-\$1.78
Payment Amount by Cash/Check/ACH	\$44.50
Payment Amount by Credit Card	\$46.28

<b>Order Confirmation Amount</b>	<b>\$44.50</b>
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**NOTICE OF PUBLIC HEARING  
ON AMENDMENT TO THE  
CITY OF SHEBOYGAN OFFICIAL  
ZONING MAP OF THE SHEBOYGAN  
ZONING ORDINANCE:**

Notice is hereby given that a public hearing will be held at 6:00 P.M., January 6, 2025 in City Hall, 3rd Floor Council Chambers, 828 Center Avenue, Sheboygan, Wisconsin, to give persons an opportunity to be heard relative to the proposed amendment to the City of Sheboygan's Official Zoning Map. The purpose of the amendment is to change the Use District Classification of the following described property from Class Neighborhood Residential (NR-6) to Class Urban Commercial (UC) Classification.

Property located at 2258 Calumet Drive –  
Parcel No. 59281621470:

KOHL SUBD LOT 19, CITY OF  
SHEBOYGAN, SHEBOYGAN COUNTY,  
WISCONSIN

MEREDITH DEBRUIN  
City Clerk

RUN: December 20, 27, 2024 WNAXLP

CITY OF SHEBOYGAN  
828 CENTER AVE.  
SHEBOYGAN, WI 53081

December 27, 2024

Dear Property Owner:

I wish to notify you that there will be a public hearing on an amendment to the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance at 6:00 P.M., January 6, 2025, in the Council Chambers of City Hall, 828 Center Avenue. The purpose of the amendment is to change the Use District Classification of the following described property from Class Neighborhood Residential (NR-6) to Class Urban Commercial (UC) Classification.

Property located at 2258 Calumet Drive – Parcel No. 59281621470:

KOHL'S SUBD LOT 19, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN

If you have questions, please direct your inquiries to the **DEPARTMENT OF CITY DEVELOPMENT**  
**AT 459-3377.**

Sincerely,

MEREDITH DEBRUIN, City Clerk



OPGENORTH, STEVEN T  
4825 SUPERIOR AVE  
SHEBOYGAN, WI 53083-3436

CAMARILLO MARES, NARCISO  
2216 KOHLS CT  
SHEBOYGAN, WI 53083-4535

DUCHOW, ANDREW L  
2218 N 18TH ST  
SHEBOYGAN, WI 53083-4607

LILGE, MARK  
2459 E MARK DR  
SHEBOYGAN, WI 53083-4322

BURGIN, THOMAS S  
2223 KOHLS CT  
SHEBOYGAN, WI 53083-4536

KURTOVIC, NERMIN  
2228 KOHLS CT  
SHEBOYGAN, WI 53083-4535

BVRC PROPERTIES LLC  
1301 E MAASS DR  
OAK CREEK, WI 53154-7042

YANG & SON LLC  
2610 MACARTHUR AVE  
SHEBOYGAN, WI 53083-2715

BAGEMEHL, DONALD P  
2236 KOHLS CT  
SHEBOYGAN, WI 53083-4535

YANG & SON LLC  
2610 MACARTHUR AVE  
SHEBOYGAN, WI 53083-2715

VILLARREAL, SHANA B  
2212 N 18TH ST  
SHEBOYGAN, WI 53083-4607

JOHNSTON, MARY R  
2215 KOHLS CT  
SHEBOYGAN, WI 53083-4536

LENSEN, NICHOLAS R  
2220 KOHLS CT  
SHEBOYGAN, WI 53083-4535

ASCHEBACH, RICKY D  
2224 KOHLS CT  
SHEBOYGAN, WI 53083-4535

CURRY, ROBERT X  
2222 N 18TH ST  
SHEBOYGAN, WI 53083-4607

QUINN, TIMOTHY J  
2227 KOHLS CT  
SHEBOYGAN, WI 53083-4536

HERMANN, MICHAEL S  
2232 KOHLS CT  
SHEBOYGAN, WI 53083-4535

BVRC PROPERTIES LLC  
1301 E MAASS DR  
OAK CREEK, WI 53154-7042

YANG & SON LLC  
2610 MACARTHUR AVE  
SHEBOYGAN, WI 53083-2715

HARTMANN, GREGORY J  
1837 COOPER AVE  
SHEBOYGAN, WI 53083-4677

CAVANH, ALINA O  
1833 COOPER AVE  
SHEBOYGAN, WI 53083-4677

VAN WYK PROPERTIES LLC  
1821 COOPER AVE  
SHEBOYGAN, WI 53083-4676

TLC PROPERTIES INC  
5235 INTERNATIONAL DR  
CUDAHY, WI 53110-1823

THE WONG GST EXEMPT BYPASS TRUST DTD 3-3-1988  
138 S BONNIE AVE UNIT 5  
PASADENA, CA 91106-2712

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**CITY OF SHEBOYGAN  
R. C. 193-24-25**

**BY FINANCE AND PERSONNEL COMMITTEE.**

**JANUARY 6, 2025.**

Your Committee to whom was referred R. O. No. 84-24-25 by City Clerk submitting a claim from Mercy Yang/Steven Vue for alleged damages to vehicle when it struck a loose sewer hole lid; recommends filing the document.

Committee:

_____	_____
_____	_____
_____	_____

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

\_\_\_\_\_.

Presiding Officer

Attest

\_\_\_\_\_  
Ryan Sorenson, Mayor, City of Sheboygan

\_\_\_\_\_  
Meredith DeBruin, City Clerk, City of Sheboygan

**CITY OF SHEBOYGAN  
R. O. 84-24-25**

**BY CITY CLERK.**

**DECEMBER 2, 2024.**

Submitting a claim from Mercy Yang/Steven Vue for alleged damages to vehicle when it struck a loose sewer hole lid.

DATE RECEIVED

11-8-2024

RECEIVED BY

MKC

CLAIM NO.

14-24

Item 9.

**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: MERCY YANG/STEVEN VUE
2. Home address of Claimant: 1411 CAMELOT BLVD. SHEBOYGAN, WI 53081
3. Home phone number: (920) 860-3035
4. Business address and phone number of Claimant: \_\_\_\_\_
5. When did damage or injury occur? (date, time of day) 10/8/24, 4PM
6. Where did damage or injury occur? (give full description) NORTH 27TH & COLUMBUS STREET NEAR HOME : 3205 N. 27TH ST. SHEBOYGAN
7. How did damage or injury occur? (give full description) THERE WAS A LOOSE LID TO A SEWER HOLE. NO WARNING SIGNS / CONES WERE AROUND THE SEWER. MY HUSBAND DROVE OVER THE HOLE WHICH CAUSED THE BACK RIGHT TIRE TO POP & DAMAGE THE RIM.
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: NORTH 27TH & COLUMBUS STREET INTERSECTION
  - (b) Claimant's statement of basis for such liability: NO SIGNS OR CONES WERE IN THE AREA TO AVOID THE SEWER HOLE

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 9.

NO INJURIES, BUT A FLAT TIRE & DENTED RIM

NATE IN SEWER DEPARTMENT WAS CONTACTED 10/9/24 TO FIX

11. Name and address of any other person injured: \_\_\_\_\_

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

Auto: \$ 278.92

Property: \$ \_\_\_\_\_

Personal injury: \$ \_\_\_\_\_

Other: (Specify below) \$ \_\_\_\_\_

**TOTAL** \$ 278.92

Damaged vehicle (if applicable)

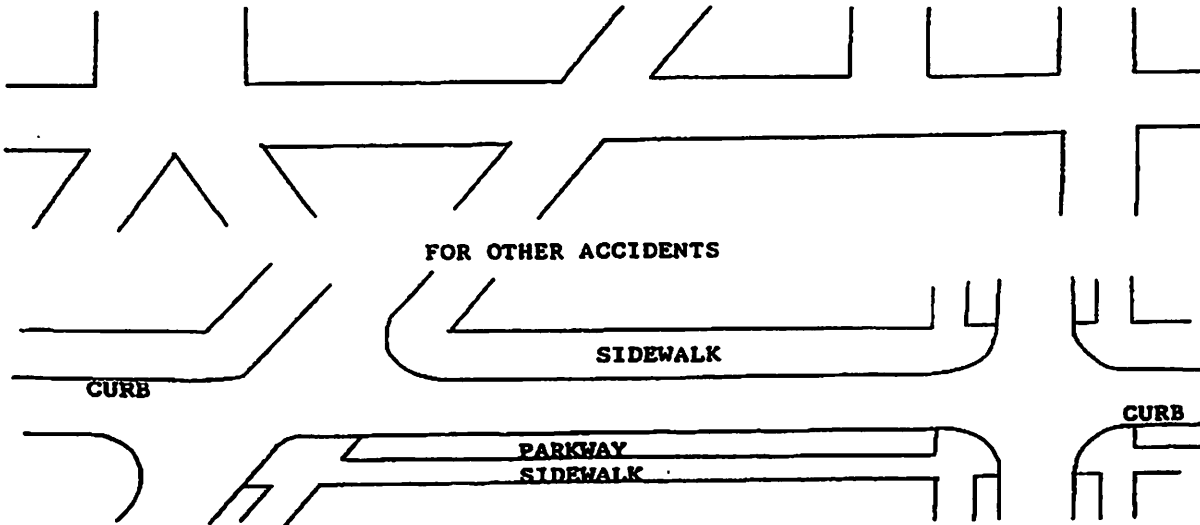
Make: ACURA Model: MDX Year: 2006 Mileage: 192,905

Names and addresses of witnesses, doctors and hospitals: \_\_\_\_\_

SEE ATTACHED PHOTOS

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 11/4/24

11/4/24

DATE RECEIVED \_\_\_\_\_

RECEIVED BY \_\_\_\_\_

Item 9.

CLAIM NO. \_\_\_\_\_

**CLAIM**

Claimant's Name: MERCY YANG  
 Claimant's Address: 1411 CAMELOT BLVD  
SHEBOYGAN WI 53081  
 Claimant's Phone No. (920) 860-3035

Auto \$ 278.92  
 Property \$ \_\_\_\_\_  
 Personal Injury \$ \_\_\_\_\_  
 Other (Specify below) \$ \_\_\_\_\_  
**TOTAL** \$ 278.92

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 \$ 278.92.

SIGNED *Mercy Yang* DATE: 11/4/24

ADDRESS: 1411 CAMELOT BLVD. SHEBOYGAN, WI 53081

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

QUOTE  
912966

FIRESTONE COMPLETE AUTO CARE  
2606 WASHINGTON AVE  
SHEBOYGAN, WI. 53081

SERVICE ADVISOR  
31 MATT  
920.458.0375  
Item 9.

Emailed on 10/09/2024  
Emailed to mercyangvue@hotmail.com

YANG, MERCY  
1805 S 13TH ST  
SHEBOYGAN, WI 53081-5820

2006 ACURA MDX TOURING  
3.5L V6 FI GAS  
LIC # 186XYK WI VIN # 2HNYD18856H538411  
IN MILEAGE 0

Store # 783026

QUOTE

Description	Article		Part	Labor	Extended Price	Job Total
	Number	T# Qty				
<b>FIRESTONE TIRE PACKAGE</b>						
005375 DESTINATION LE3 OWL 265/65R17 112T 70,000 Mile Limited Warranty	005375	1	204.99		204.99	224.97
NEW TIRE WHEEL BALANCE LABOR	7013632	1		12.99	12.99	
RUBBER VALVE STEM	7015040	1	2.99		2.99	
SCRAP TIRE RECYCLING FEE	7075078	1		4.00	4.00	
TIRE INSTALLATION	7015016	1		N/C	N/C	

VEHICLE NOTES

CAUTION: Some models are equipped with uni-directional wheels; before mounting and rotating tires, check owner's manual.

Prices valid for 30 days.

Summary	
Parts	207.98
Labor	16.99
Shop Supplies	1.04
Sub	226.01
Tax	12.43
Total	238.44

THIS IS NOT AN INVOICE- DO NOT PAY

24



**Quote**  
**0900001113**  
**10/09/2024**

**Goodyear**  
**Auto Service Centers 6859**  
 2001 Parkway Dr  
 West Bend, WI 53095  
 262-306-1676  
 Federal Tax Id 340253240

Operator: Scott Wilco  
Item 9.

**Customer Info:**  
 MERCY  
**Primary Ph:** 920-860-3035  
**Customer #:**

**Vehicle Info:**  
**Year:**  
**Make:**  
**Model:**  
**License/State: /**  
**VIN:**

PRODUCT	DESCRIPTION	QTY	PART	LABOR	TOTAL
480061856	265/65R17 112T SL WRL WORKHORSE AT OWL	1.00	245.99	0.00	245.99
044555000	TIRE INSTALLATION PACKAGE W/TPMS INCLUDES: MOUNTING & INSTALLATION, LIFETIME BALANCE, LIFETIME ROTATIONS, TPMS REBUILD KIT, & FREE ALIGNMENT CHECK.	1.00	12.50	20.00	32.50
!TPMS	TPMS KIT	1.00			
071000000	SCRAP TIRE DISPOSAL AUTO	1.00	5.50	0.00	5.50

<b>Parts Total*</b>	263.99	<b>State Tire Fee</b>	0.00
<b>Labor Total</b>	20.00	<b>Excise Tax</b>	0.00
		<b>Sub Total</b>	283.99
		<b>Taxable Amount</b>	283.99
		<b>Sales Tax</b>	15.62
		<b>Estimate Total</b>	<b>299.61</b>
		<b>Expiration Date</b>	<b>01/07/2025</b>

# INVOICE

Invoice No. 333457

Item 9.

RHINE AUTO INC  
W5695 GARTON RD

PLYMOUTH, WI 53073  
1-800-535-2325



Order # 49450714  
Claim Number  
Customer PO# STEVEN  
Customer RO#  
Contact

Date 15 Oct 2024  
Time 12:11:16 CDT  
Salesperson Derek  
Sales Type Charge Account

Invoice To  
STEVEN VUE  
1411 CAMELOT BLVD  
SHEBOYGAN, WI 53081

Ship To  
STEVEN VUE  
1411 CAMELOT BLVD  
SHEBOYGAN, WI 53081  
920-242-2057

Delivery Customer Pickup



Stock #	Part Description	Price
PO #28115	2006 MDX Wheel 17x6-1/2 (alloy), 10 spoke 71736 VIN: 2HNYD18986H521434 Part Comments: GRADE-B3,17X6-1/2 (ALLOY), 10 SPOKE ORDER IN THROUGH TISLER : POC: SAL THIS IS FOR STEVEN IN DISMANTLING !!!	65.00

Sub Total: 65.00  
Tax: 3.58  
Total: 68.58

Invoice Terms

10/15/24. Pushed through for Invoicing - DC

6 MONTH warranty on all purchased parts unless otherwise noted.  
Warranty covers the purchased part. Warranty does not cover labor charges.  
All claims and returns must be accompanied by this invoice. No returns after 10 days. No return on electrical parts.  
Returned parts must be in the same condition as when purchased. No refund for parts that have been disassembled.  
20% restocking charge on cash returns. Deposits not refundable after 30 days.  
Rhine Auto inc. is not responsible for any loss by installation, removal or use of this merchandise.

THANK YOU FOR ALLOWING RHINE AUTO TO HELP YOU WITH YOUR AUTOMOTIVE NEEDS. PLEASE CALL AGAIN.

PAID FOR NEW TIRE

**Retail Invoice**

137645  
Emailed on 11/04/2024  
Emailed to  
svuemidwestbassing@gmail.com



www.FirestoneCompleteAutoCare.com

In: 11/03/2024  
Out: 11/04/2024 09:10 PM  
Item 9.

Cust Status: Drop Off Appt: Yes

**FINAL INVOICE**

SHEBOYGAN FALLS - 2606 WASHINGTON AVE, SHEBOYGAN, WI. 53081 - 920.458.0375

Service Advisor: 31 MATT

Wheel Lock:

Technician: 31 MATT

Customer Details:

Alt. Auth. Name & Phone:

Vehicle Details:

VUE, STEVEN  
1805 S 15TH ST

N/A

2006 ACURA MDX BASE

SHEBOYGAN, WI 53081  
920.242.2057

3.5L V6 FI GAS  
VIN #: 2HNYD18856H538411  
LIC #: 186XYK WI  
MILEAGE: 192,963

Description	Rev Hist /Article # ID	Qty	Unit Price	Extended Price	Job Total
<b>COURTESY CHECK</b>	31				
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. RECCOMENDING TIRES DUE TO CRACKING IN THE SIDEWALL, TIRE SALE NOVE 7-10 THESE TIRES WILL BE \$160 OFF THE SET OF 4					
COURTESY CHECK	7046930 31TS	1	N/C	N/C	
<b>STANDARD WHEEL BALANCE (All 4)</b>	31				<b>56.40</b>
Symptom: STANDARD WHEEL BALANCE (JOBS)					
	7013178 31TS	4	14.10	56.40	
<b>ALIGNMENT SERVICE (12-MONTH WARRANTY)</b>	27				<b>123.99</b>
REAR CONTROL ARMS ARE RUSTED, TECH COULD NOT GET THEM LOOSE TO ADJUST AND DIDN'T WANT TO BREAK ANYTHING					
STANDARD WHEEL ALIGNMENT	7004578 14TS	1	123.99	123.99	
<b>Donation</b>	31				<b>1.00</b>
BOYS AND GIRLS CLUBS OF AMERICA	7013276 31NN	1	1.00	1.00	

**ORDER NOTES**

RIGHT FRONT TIRE SUGGESTED: Cracking  
LEFT REAR TIRE SUGGESTED: Cracking  
LEFT FRONT TIRE SUGGESTED: Cracking  
MINI LIGHTS - REVERSE/BACKUP LIGHT REQUIRED: Does Not Light Up; Drivers Side  
MANUFACTURER'S RECOMMENDED MAINTENANCE: ENGINE OIL

All parts are new unless otherwise specified.

Payment History:

Visa 4991 210.34 08923D Sale  
MID: 222220337794  
Term: 0003 Card Inserted  
AID:A0000000031010 PIN NOT VERIFIED  
Total Tendered 210.34

**Summary:**

Parts 1.00  
Labor 180.39  
Shop Supplies 18.04  
Sub-Total 199.43  
Tax (5.50%) 10.91  
Total **\$210.34**

PAID FOR TIRE INSTALL

& WHEEL BALANCE / ALIGNMENT

Declined Work:

Retail Invoice  
137645  
Emailed on 11/04/2024  
Emailed to  
svuemidwestbassing@gmail.com



In: 11/03/2024  
Out: 11/04/24 05:10PM  
Item 9.

www.FirestoneCompleteAutoCare.com

Cust Status: Drop Off      Appt: Yes      **FINAL INVOICE**

SHEBOYGAN FALLS - 2606 WASHINGTON AVE, SHEBOYGAN, WI. 53081 - 920.458.0375

FIRESTONE TIRE PACKAGE  
MINI BULB REPLACEMENT  
STANDARD OIL CHANGE



I have received the above goods and/or services. If this is a credit card purchase, I agree to pay and comply with my cardholder agreement with the issuer.

Customer Signature



Motor vehicle repair practices are regulated by chapter ATCP 132, Wis. Adm. Code, administered by the Bureau of Consumer Protection, Wisconsin Dept. Agriculture, Trade and Consumer Protection, PO Box 8911, Madison, Wisconsin 53708-8911

**HOW ARE WE DOING?**

Tell us about your experience today!

Complete a 4-minute survey for a chance to win one of ten \$50 gift cards each month!  
Visit [www.FirestoneSurvey.com](http://www.FirestoneSurvey.com) within 4 days and enter Code 783026-137645





**CITY OF SHEBOYGAN  
R. C. 195-24-25**

**BY FINANCE AND PERSONNEL COMMITTEE.**

**JANUARY 6, 2025.**

Your Committee to whom was referred Res. No. 137-24-25 by Alderpersons Mitchell and Perrella authorizing entering into a Pre-Development Agreement with Cherry Faith Properties, LLC regarding construction of mixed-use development on the property located at 1512 North 17th Street; recommends adopting the Resolution.

Committee:

_____	_____
_____	_____
_____	_____

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

\_\_\_\_\_.

Presiding Officer

Attest

\_\_\_\_\_  
Ryan Sorenson, Mayor, City of Sheboygan

\_\_\_\_\_  
Meredith DeBruin, City Clerk, City of Sheboygan

**CITY OF SHEBOYGAN  
RESOLUTION 137-24-25**

**BY ALDERPERSONS MITCHELL AND PERRELLA.**

**DECEMBER 16, 2024.**

A RESOLUTION authorizing entering into a Pre-Development Agreement with Cherry Faith Properties, LLC regarding construction of mixed-use development on the property located at 1512 North 17<sup>th</sup> Street.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Pre-Development Agreement Between Cherry Faith Properties, LLC and the City of Sheboygan, a copy of which is attached hereto and incorporated herein.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

\_\_\_\_\_.

Presiding Officer

Attest

\_\_\_\_\_  
Ryan Sorenson, Mayor, City of Sheboygan

\_\_\_\_\_  
Meredith DeBruin, City Clerk, City of Sheboygan



**PRE-DEVELOPMENT AGREEMENT  
BETWEEN  
CHERRY FAITH PROPERTIES, LLC  
AND  
THE CITY OF SHEBOYGAN**

**THIS PRE-DEVELOPMENT AGREEMENT** (“Agreement”) is entered into by the City of Sheboygan, a Wisconsin municipal corporation with a mailing address of 828 Center Ave, Sheboygan, WI 53081 (“City”), and CHERRY FAITH PROPERTIES, LLC, a Wisconsin Limited Liability Company with a mailing address of 2054 S 102<sup>ND</sup> St. West Allis, WI 53227 (“Developer”). The City and the Developer may be jointly referred to herein as the “Parties” or singularly as a “Party.”

**RECITALS**

Staff from the City have been in discussions with the Developer regarding City-owned property located at 1512 N 17<sup>th</sup> Street, (“**Property**”), and includes Parcel No. 59281624220 for the purpose of constructing mixed-use development. A map of the property is herein attached as **EXHIBIT A**.

The Parties are continuing to negotiate the terms of the development agreement and would like to secure certain rights related to the Project before investing additional time and money exploring the development of the Project.

The City finds that allowing the Developer the rights to the Property pursuant to the terms and conditions in this Agreement will be beneficial to the City for many reasons, including the possibility of the Project bringing additional housing to the City of Sheboygan.

**THEREFORE**, for the mutual considerations contained herein, the City and the Developer agree as follows:

**TERMS**

1. **Recitals**. The recitals above are hereby incorporated into and made a part of this Agreement.
2. **Term**. This Agreement shall be valid on the date of full execution by the Parties and shall remain in full force and effect until December 1, 2025, unless earlier terminated as provided for herein. This may be extended by mutual agreement of both parties.
3. **City Responsibilities**. During the term of this Agreement, the City agrees as follows:
  - a. The City shall not enter into any contracts with a third party for the sale of any portion of the Property without the prior written approval of the Developer.
  - b. The City shall take the necessary steps to rezone the Property with the concurrence of the Developer to make the proposed project feasible.
  - c. The City shall develop plans for the creation of a TID to incentivize the proposed development.

- d. The City shall allow the Developer and the Developer's employees, agents and contractors to enter onto the Property for the purpose of conducting engineering and site testing so long as the Developer provides at least notice 24 hours in advance to the City Engineer. The City reserves the absolute right to deny entry onto the Property if there are conflicts (e.g., the City will be conducting excavating work during that time the Developer desires to enter onto the Property) or reasonable safety concerns, as solely determined by the City. In such case, the City will make all reasonable efforts to inform the Developer as soon as possible when entry will be denied.
  - e. City shall work to acquire the property or obtain an option to purchase the property.
  - f. Nothing in this Agreement guarantees the approval of the zoning change, concept plan, preliminary/final plat, development agreement.
4. Developer Responsibilities. During the term of this Agreement, in addition to any other responsibilities contained in this Agreement, the Developer agrees as follows:
- a. The Developer shall immediately terminate this Agreement pursuant to Paragraph 7(b), below, in the event the Developer decides, for any reason, to no longer pursue the Project.
  - b. For the duration of the Agreement, the Developer shall have and maintain insurance in the amounts provided for on **EXHIBIT B**.
  - c. The Developer shall create a site plan for consideration by the city for the build out of the Property.
  - d. The Developer shall provide evidence of initial financing to the satisfaction of the City.
  - e. Should the Developer create a limited liability company specific to this project, Developer shall provide notice to the City of any company updates which shall be included in any future development agreements on the Property.
5. Mutual Responsibilities. During the term of this Agreement, the Parties agree to work together on the overall concept design and regulations associated with the Project; however, nothing contained herein shall be construed to mean, imply or guarantee that the Project or any part thereof including, but not limited to, architectural designs or plans, has been or will be approved by the City Council.
6. Termination.
- a. This Agreement shall automatically terminate upon execution by the Parties of a Development Agreement for the Property and Project.
  - b. This Agreement may be terminated by either Party with seven calendar days' advance notice to the non-terminating party should the non-terminating party materially breach any of the terms contained herein.

- c. The City may terminate this Agreement at any time and without notice if:
- i. The Developer has made or is found to have made any statement that was proven to have been false in any material respect to this Agreement and/or
  - ii. The Developer: (1) becomes insolvent or generally does not pay, or is unable to pay, or admits in writing its inability to pay, its debts as they mature, (2) makes a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its assets, (3) becomes the subject of an “order for relief” within the meaning of the United States Bankruptcy Code, or files a petition in bankruptcy, for reorganization or to effect a plan, or other arrangement with creditors, (4) files a petition or application in bankruptcy or any similar proceeding or has such a proceeding commenced against the Developer, and such petition, application or proceeding either remains undismissed for a period of ninety (90) days or more or Developer files an answer to such a petition or application admitting the material allegations therein, or (5) applies to a court for the appointment of a receiver or custodian for any of Developer’s assets or properties or has a receiver or custodian appointed for any of its assets or properties, with or without consent, and such receiver is not discharged within ninety (90) days after his/her appointment, and/or (6) adopts a plan of complete liquidation of its assets.

7. Indemnification. Developer agrees at all times during the term of this Agreement to indemnify, hold harmless and defend the City, its boards, committees, officers, employees, authorized representatives and volunteers against any and all liabilities, losses, damages costs or expenses (including, without limitation, actual attorney’s and consultant’s fees) which the City, its boards, committees, officers, employees and representatives may sustain, incur or be required to pay by reason of or in any way related to bodily injury, personal injury or property damage of whatsoever nature or in connection with or in any way related to the performance of the work by Developer, its employees, agents and anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable, provided, however, that the provisions of this section shall not apply to liabilities, losses, charges, costs or expenses caused solely by or resulting from the gross negligent acts of the City. Developer’s indemnity obligations shall not be limited by any worker’s compensation statute, disability benefit or other employee benefit or similar law or by any other insurance maintained by or required of Developer. No member, official or employee of the City shall be personally liable to any Party in the event of any default or breach by the Developer on any obligations under the terms of this Agreement.

8. Miscellaneous.

- a. Nothing contained in this Agreement shall be deemed or construed as creating a partnership or joint venture between the City and Developer or cause the City to be responsible in any way for the debts or obligations of Developer or any other person.
- b. Except as otherwise specifically set forth in this Agreement, the respective rights and liabilities of Parties under this Agreement are not assignable or delegable, in whole or in part, without the prior written consent of the other Party.

c. All communications or notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given (i) upon delivery to an officer of the person entitled to such notice, if hand delivered, or (ii) three business days following deposit in the United States mail, postage prepaid, or with a nationally recognized overnight commercial carrier that will certify as to the date and time of delivery, air bill prepaid, and each such communication or notice shall be addressed as follows, unless and until either Party notifies the other in accordance with this Paragraph of a change of address:

- |  |                  |   |
|--|------------------|---|
| d. No waiver, amendment, or variation on the terms of this | If to City:      | City Administrator<br>City of Sheboygan<br>828 Center Ave.<br>Sheboygan, WI 53081   |
|  | If to Developer: | Cherry Faith Properties, LLC<br>2054 S 102 <sup>nd</sup> St<br>West Allis, WI 53227 |

Agreement shall be valid unless in writing and signed by the Parties and then only to the extent specifically set forth in writing.

- e. This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof.
- f. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement in such jurisdiction or affecting the validity or enforceability of any provision in any other jurisdiction.
- g. No member of the governing body or other official of the City shall have any financial interest, direct or indirect, in this Agreement, the Property or the Project, or any contract, agreement or other transaction contemplated to occur or be undertaken related to the Property or the Project; nor shall any such member of the governing body or other official participate in any decision relating to this Agreement which affects his or her personal interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.
- h. The Developer shall pay all reasonable fees, costs and expenses incurred by the City, including attorney's fees, in connection with the enforcement of this Agreement including, without limitation, the enforcement of such rights in any bankruptcy, reorganization or insolvency proceeding involving Developer or any successor or assign.

- i. Nothing in this Agreement shall be construed or interpreted in any way to waive any obligation or requirement of Developer to obtain all necessary approvals, licenses and permits from the City in accordance with its usual practices and procedures, nor limit or affect in any way the right and authority of the City to approve or disapprove any such approval, licensees, and permits or to impose any limitations, restrictions and requirements on the development, construction and/or use of the Project as a condition of any such approval, license or permit; including, without limitation, requiring any and all other development and similar agreements.
- j. This Agreement shall be construed in accordance with the laws of the State of Wisconsin.
- k. Upon mutual consent of the parties, which consent either party can withhold in its sole discretion, the parties can agree to submit disputes arising under this Agreement to alternative dispute resolution. The Parties hereby waive trial by jury in any action, proceeding, claim or counterclaim, whether in contract or tort, at law or equity, arising out of or in any way related to this Agreement. Venue for any court proceedings shall be Sheboygan County, Wisconsin.
- l. This Agreement may be executed in several counterparts, each of which shall be deemed original, but such counterparts shall together constitute but one and the same agreement. Facsimile signatures shall be deemed original signatures for all purposes of this Agreement.

**IN WITNESS WHEREOF**, the Parties have entered into and executed this Agreement as of the date fully executed by the parties, as indicated below.

**CITY OF SHEBOYGAN**

BY: \_\_\_\_\_  
Ryan Sorenson, Mayor Date

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

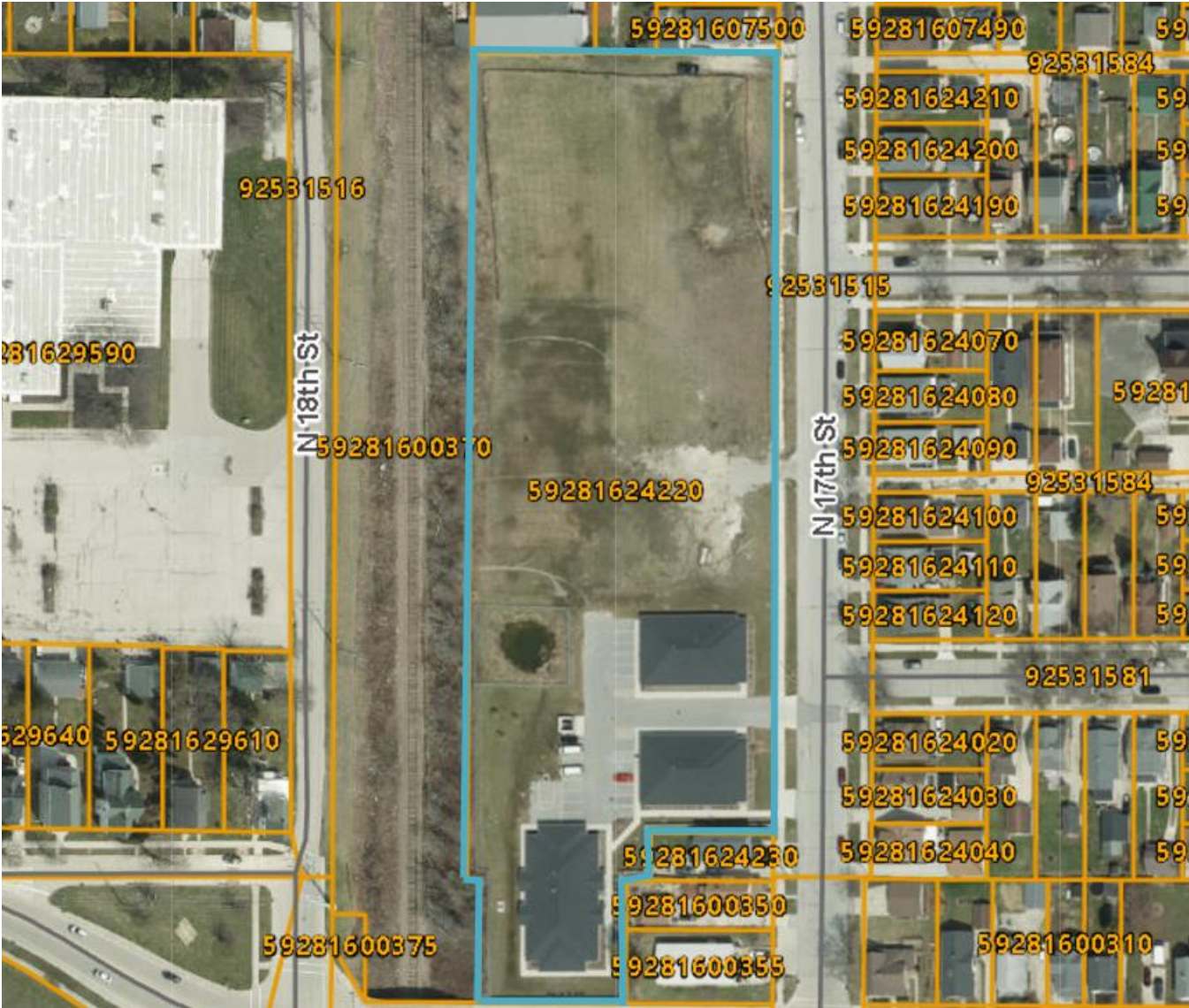
**CHERRY FAITH PROPERTIES, LLC**

BY: \_\_\_\_\_  
(Name and Title) Date

This document is authorized by and in accordance with Res. No. \_\_\_\_-23-24.

**EXHIBIT A**  
**Property Map**

Parcel #: 59281624220



## INSTRUCTIONS FOR EXECUTING LEGAL DOCUMENT

### CORPORATION INSTRUCTIONS

If the party signing the legal document is a **CORPORATION**, the signatories on the document must be parties authorized to sign by the corporation (typically the manager, agent or secretary) and the following certificate should be executed and returned to the City of Sheboygan:

I, \_\_\_\_\_ (*print name*), certify that I am the \_\_\_\_\_ (*title*) of \_\_\_\_\_ (*business name*), a corporation in good standing in the State of \_\_\_\_\_, and that I have duly signed the foregoing document for and on behalf of the business by authority of its governing body, within the scope of its corporate powers.

\_\_\_\_\_  
Signature

(*Corporate Seal*)

\_\_\_\_\_  
Date

If the document is not signed by the secretary, manager or agent authorized to sign on behalf of the corporation, the certificate should be executed by some other officer of the corporation under the corporate seal. Alternatively, in lieu of the foregoing certificate, there must be attached to the legal document copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary under the corporate seal to be true copies.

### LIMITED LIABILITY COMPANY INSTRUCTIONS

If the party signing the legal document is a **LIMITED LIABILITY COMPANY**, unless the LLC filed a Statement of Nonapplicability with the Wisconsin Department of Financial Institutions (“DFI”) before 12/31/22, the signatories on the document must be persons authorized to legally bind an LLC via a Statement of Authority filed with the DFI (Form 501), as required by Wis. Stat. § 183.0302.

As such, person(s) signing on behalf of the LLC must attach a copy of the filed and approved Statement of Authority or Statement of Nonapplicability.

### PARTNERSHIP INSTRUCTIONS

If the party signing the legal document is operating as a **PARTNERSHIP**, each partner must sign the document.

EXCEPTION: If each partner does not sign the document, attached to the document must be a duly authenticated power of attorney evidencing the signer’s (signers’) authority to sign such document for and on behalf of the partnership.

### INDIVIDUAL INSTRUCTIONS

If the party signing the legal document is an **INDIVIDUAL** or **INDIVIDUALS**, the trade name, if applicable, must be indicated in the document and such individual(s) must each sign the document.

EXCEPTION: If signed by someone other than the individual(s) entering into the agreement, there must be attached to the document a duly authenticated power of attorney evidencing the signers' authority on behalf of the individual(s).



**EXHIBIT B**  
**City of Sheboygan Insurance Requirements**

---

It is hereby agreed and understood that the insurance required by the City of Sheboygan is primary coverage and that any insurance or self-insurance maintained by the City of Sheboygan, its officers, council members, agents, employees or authorized volunteers will not contribute to a loss. All insurance shall be in full force for the duration of the Agreement unless otherwise specified.

1. **INSURANCE REQUIREMENTS — MINIMUM REQUIRED LIABILITY LIMITS.**
  - a. **Commercial General Liability:**
    - i. Each Occurrence: \$1,000,000
    - ii. Personal Injury: \$1,000,000
    - iii. General Aggregate: \$2,000,000
    - iv. Medical Expense: \$5,000/any one person
    - v. Products–Completed Operations (to remain in full force and effect for two years after the completion of the work or the termination/expiration of the contract, whichever is later): IF APPLICABLE, aggregate of \$2,000,000
    - vi. Fire Damage: IF APPLICABLE, \$50,000/any one fire
  - b. **Automobile Liability:** Must have coverage at least as broad as Insurance Services Office Business Automobile Form, with minimum limits of \$1,000,000 combined single limit per accident for Bodily Injury and Property Damage, provided on a Symbol #1– “Any Auto” basis.
  - c. **Workers’ Compensation and Employers Liability Insurance:** As required by the State of Wisconsin, must have sufficient limits to meet underlying Umbrella Liability insurance requirements. IF APPLICABLE for the work, coverage must include Maritime (Jones Act) or Longshoremen’s and Harbor Workers Act coverage.
  - d. **Umbrella Liability:** Coverage at least as broad as the underlying Commercial General Liability, Automobile Liability and Employers Liability, with a minimum limit of \$2,000,000 each occurrence and \$2,000,000 aggregate, and a maximum self-insured retention of \$10,000.
  - e. **Aircraft/Watercraft Liability:** IF APPLICABLE, Aircraft and Watercraft Liability insurance must be in force with a limit of \$3,000,000 per occurrence for Bodily Injury and Property Damage including Passenger liability and including liability for any slung cargo.
  - f. **Builder’s Risk/Installation Floater/Contractor’s Equipment or Property:** The City of Sheboygan will not assume responsibility for loss, including loss of use, for damage to property, materials, tools, equipment, and items of a similar nature which are being either used in the work being performed by the contractor or its subcontractors or are to be built, installed, or erected by the contractor or its subcontractors.
2. **INSURANCE REQUIREMENTS FOR SUBCONTRACTORS.** All subcontractors shall be required to obtain Commercial General Liability, Automobile Liability, Workers’ Compensation and Employers Liability as broad and with the same limits as those required per Contractor requirements, excluding Umbrella Liability, contained in Section 1 above.
3. **MISCELLANEOUS**
  - a. All insurance must be primary and non-contributory to any insurance or self-insurance carried by City of Sheboygan.
  - b. Insurers must have an A.M. Best rating of no less than A- and a Financial Size Category of no less than Class VI, and be authorized as an admitted insurance company in the state of Wisconsin.
  - c. The City of Sheboygan and its officers, council members, agents, employees and volunteers must be named as additional insured.
  - d. Certificates of Insurance acceptable to the City of Sheboygan must be submitted concurrently with the execution of the contract. These certificates must contain a provision that coverage afforded under the policies will not be canceled or non-renewed until at least thirty (30) calendar days’ prior written notice has been given to the City of Sheboygan.

**CITY OF SHEBOYGAN  
R. C. 200-24-25**

**BY LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE.**

**JANUARY 6, 2025.**

Your Committee to whom was referred Res. No. 138-24-25 by Alderpersons Rust and La Fave authorizing the appropriate City officials to execute the documents necessary to purchase an ambulance from Pomasl Fire Equipment, Inc. for the Sheboygan Fire Department and to make other purchases necessary to equip the new ambulance; recommends adopting the Resolution.

Committee:

_____	_____
_____	_____
_____	_____

**PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL**

\_\_\_\_\_.

Presiding Officer

Attest

\_\_\_\_\_  
Ryan Sorenson, Mayor, City of  
Sheboygan

\_\_\_\_\_  
Meredith DeBruin, City Clerk, City of  
Sheboygan

**CITY OF SHEBOYGAN  
RESOLUTION 138-24-25**

**BY ALDERPERSONS RUST AND LA FAVE.**

**DECEMBER 16, 2024.**

A RESOLUTION authorizing the appropriate City officials to execute the documents necessary to purchase an ambulance from Pomasl Fire Equipment, Inc. for the Sheboygan Fire Department and to make other purchases necessary to equip the new ambulance.

WHEREAS, it is in the City's best interest to have a functioning ambulance fleet for emergency response; and

WHEREAS, The Fire Department's previous ambulance orders have seen extensive, additional delays, such that ambulances ordered in 2021 and 2022 respectively continue to be on manufacturing back orders with final delivery dates to the City still not known; and

WHEREAS, In January 2024, the City placed an order for an ambulance from Pomasl Fire Equipment, Inc. and that ambulance was recently received and placed into service; and

WHEREAS, the Sheboygan Fire Department included the purchase of an ambulance in its budget request for 2025 and Pomasl Fire Equipment, Inc. has informed the City that an ambulance identical to the one recently received is nearing completion of manufacturing and could be available within the next 60 days should the City wish to place an order; and

WHEREAS, the Fire Department has found the ambulance recently received to be of excellent quality and meets all of its needs and specifications and will help to rectify downtime issues related to loss of use due to mechanical breakdowns in its current fleet.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are authorized to execute the necessary documents to purchase an ambulance and other equipment necessary to equip the ambulance for the total amount of \$436,698.00.

BE IT FURTHER RESOLVED: That the Finance Director is hereby authorized and directed to draw on Account No. 400200-651100 (Capital Projects - Public Safety – Vehicles) in payment of same.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

\_\_\_\_\_.

Presiding Officer

Attest

\_\_\_\_\_  
Ryan Sorenson, Mayor, City of  
Sheboygan

\_\_\_\_\_  
Meredith DeBruin, City Clerk, City of  
Sheboygan

Good morning Bernie,

We would like to get the documents done for the Council and purchase another ambulance from Pomsal Fire Equipment. This ambulance would be a twin to the one we just received and would be available immediately in January of 2024 rather than having to wait for three years if we ordered a custom unit. The current unit fits our needs as will this one. Due to the age and repairs needed on our aging ambulances, we feel this is the most appropriate ambulance to purchase in order to be able to maintain adequate emergency medical services for the City.

Ambulance and Cot	\$393,098.00
4 EMS Bags	\$2,500.00
Video Scope	\$3,400.00
Portable Suction	\$1,000.00
Scoop Stretcher	\$1,600.00
MDC Tough Book	\$4,000.00
Knox Key Secure 5	\$1,350.00
Armour Vests and Helmet	\$2,700.00
Splints Soft and Hard	\$1,000.00
Mototola Radio	\$7,500.00
Cradle Point	\$500.00
LP Docking Station	\$2,500.00
2 New Air Paks	\$15,550.00
Total	\$436,698.00

I have attached a purchase agreement from Pomsal, along with a list of items and costs we will need to go with the purchase.



## Purchase Agreement

Date: December \_\_\_\_, 2024

**DEALER:** Pomasl Fire Equipment, Inc.  
 P.O. Box 267  
 1918 Neva Road  
 Antigo, WI 54409

**PURCHASER:** City of Sheboygan  
 828 Center Avenue  
 Sheboygan, WI 53081  
  
 City of Sheboygan Fire Department  
 1326 N. 25<sup>th</sup> Street  
 Sheboygan, WI 53081

**MANUFACTURER:** Demers Ambulances USA, Inc.

This **Purchase Agreement** is entered into by and between the above named **DEALER** and **PURCHASER** for the following:

Including: Chassis: X                      Body: X                      Equipment: X

The PURCHASER agrees to pay the DEALER the sum below per the proposal dated December 3, 2024, for a Demers Ambulances model MXP170, Type I Ambulance, to be built on a Ford F450 diesel chassis.	
➤ Demers MXP170 Stock Ambulance, Job 117553	\$ 324,675.00
➤ UV-C Decontamination Light	\$ 1,000.00
➤ Supply & install Dual Buell air horns	\$ 2,500.00
➤ Supply & install (1) CompX #WS-PRKP-CAB, WIFI Network eLock	\$ 1,200.00
➤ Placard Holders front and rear	\$ 400.00
➤ Two Garbage Cans, location to be determined	\$ 300.00
➤ Streamlight Vulcan LED	\$ 260.00
➤ Irons Set with Mounts	\$ 820.00



➤ HAVIS Dash Mount and Docking Station for Tablet with Install	\$ 1,356.00
➤ Two SCBA Brackets with NFPA compliant Strap	\$ 500.00
➤ Federal EQ2B electronic Siren in place of current siren	\$ 1,800.00
➤ Extra Shelf in C3 compartment	\$ 200.00
➤ Tomar Opticom	\$ 1,000.00
➤ Install a customer supplied Items (Radio, Knox Key, Cradle Point)	\$ 1,270.00
➤ Ferno INX cot and INLINE	\$ 45,463.66
➤ Labor, hardware, shop supplies to install the INLINE floor plate and wiring	\$ 550.00
➤ Ferno INTRAXX mounting brackets	\$ 983.52
➤ Ferno INTRAXX track system with black end caps (mount to walls in patient area)	\$ 550.00
➤ Labor, hardware, shop supplies to install track system per customer directions	\$ 550.00
➤ Ferno TRANSCEND stair chair	\$ 7,720.30
➤ Re-Paint ambulance and chassis Black over Red and graphics to match 2024 delivery	In Above
➤ <b>Balance due upon delivery of the vehicle to the purchaser</b>	<b>\$ 393,098.00</b>

Payment Terms:

25% down payment due on or before January 31, 2025.

Balance due when completed ambulance is delivered to your station.

The PURCHASER agrees that any modifications in the form of additions to and or deletions from the specifications made during the manufacture of the vehicle or prior to delivery, at the request of the PURCHASER, shall be considered and computed into the final balance; and the final payment adjusted, in accordance with such changes.

Unless otherwise noted herein, the Purchase price agreed to is net F.O.B. 1326 N. 25<sup>th</sup> Street, Sheboygan, Wisconsin. All customer payments including final payment must be made directly to the DEALER - Pomasl Fire Equipment, Inc.

The title does not pass to the PURCHASER until the purchase price is paid in full. The vehicle will not be turned over to the PURCHASER unless proof of insurance is provided.

All applicable sales and excise taxes now, or hereafter, imposed upon the sale of the items specified herein shall be paid by the PURCHASER.



**DEALER:**

POMASL FIRE EQUIPMENT, INC.

**PURCHASER:**

CITY OF SHEBOYGAN  
or  
CITY OF SHEBOYGAN FIRE  
DEPARTMENT

Authorized Signatures:

---

Kevin Pomasl or Dan Pomasl  
Vice President or President  
Pomasl Fire Equipment, Inc.

---

Name # 1 – Sign Above the Line

Date Signed:

---

Name # 1 – Print Name Above Line

Title:

Date Signed:





Additional Signature Lines If Needed:

---

Name # 2 (if necessary) – Sign Above the Line

---

Name # 2 (if necessary) – Print Name Above Line

Title:

Date Signed:

---

Name # 3 (if necessary) – Sign Above the Line

---

Name # 3 (if necessary) – Print Name Above Line

Title:

Date Signed:

**CITY OF SHEBOYGAN  
R. O. 98-24-25**

**BY TRANSIT COMMISSION.**

**JANUARY 6, 2025.**

Your Commission to whom was referred Res. No. 85-24-25 by Alderpersons Dekker, Rust, and Mitchell accepting and approving the Public Transportation Agency Safety Plan (2024); recommends adopting the Resolution.

**CITY OF SHEBOYGAN  
RESOLUTION 85-24-25**

**BY ALDERPERSONS DEKKER, RUST, AND MITCHELL.**

**OCTOBER 7, 2024.**

A RESOLUTION accepting and approving the Public Transportation Agency Safety Plan (2024).

WHEREAS, the Public Transportation Agency Safety Plan final rule (49 C.F.R. Part 673) requires certain operators of public transportation systems that are recipients or subrecipients of Federal Transit Administration grant funds to develop safety plans that include the processes and procedures necessary for implementing safety management systems; and

WHEREAS, Shoreline Metro is required to develop a safety plan in order to comply with 49 C.F.R. Part 673; and

WHEREAS, the Transit Commission has accepted and approved the attached Public Transportation Agency Safety Plan (2024) (the “Safety Plan”).

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan Common Council hereby accepts and approves the attached Safety Plan.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

\_\_\_\_\_.

Presiding Officer

Attest

\_\_\_\_\_  
Ryan Sorenson, Mayor, City of Sheboygan

\_\_\_\_\_  
Meredith DeBruin, City Clerk, City of Sheboygan



# Public Transportation Agency Safety Plan, 2024



# BAY LAKE

Regional Planning Commission | Since 19

**49 CFR 673.11(d)**

A State must draft and certify a Public Transportation Agency Safety Plan on behalf of any small public transportation provider that is located in that State. A State is not required to draft a Public Transportation Agency Safety Plan for a small public transportation provider if that transit agency notifies the State that it will draft its own plan. In each instance, the transit agency must carry out the plan. If a State drafts and certifies a Public Transportation Agency Safety Plan on behalf of a transit agency, and the transit agency later opts to draft and certify its own Public Transportation Agency Safety Plan, then the transit agency must notify the State. The transit agency has one year from the date of the notification to draft and certify a Public Transportation Agency Safety Plan that is compliant with this part. The Public Transportation Agency Safety Plan drafted by the State will remain in effect until the transit agency drafts its own Public Transportation Agency Safety Plan.

# Transit Agency Information

Insert Transit Agency Information Page when available

Shoreline Metro has developed and adopted this Public Transportation Agency Safety Plan (PTASP) to comply with 49 CFR Part 673, the FTA regulation established by Section 5329(d) of the Moving Ahead for Progress in the 21st Century (MAP-21) Act, which was signed into law by President Barack Obama on July 6, 2012. This plan will be re-approved by the Accountable Executive and the Sheboygan Transit Commission upon updating this PTASP.

## Activity Log

### Version Number and Updates

Complete history of successive versions of this plan

Version No.	Section/Pages Affected	Reason for Change	Date Issued
1	Entire Document	Creation and adoption of Plan	9/22/2020
2	Entire Document	Edits suggested by PTASP TAC	11/23/2020
3	Entire Document	Edits suggested by PTASP TAC	1/22/2021
4	Chapters 3 & 4	Edits suggested by PTASP TAC	2/1/2021
5	Entire Document	Adoption of revised Plan	2/16/2021
6	Entire Document	Revisions of Plan based off Bipartisan Infrastructure Law	5/10/2022
7	Appendices B,G, H	Revisions of Plan to Update Appendices B,G and H	11/15/2022
8	Entire Document	Review & Acceptance by Shoreline Metro Safety Committee	11/19/2022
9	Entire Document	Adoption of Revised Plan	11/29/2022
10	Entire Document	Revisions of Plan based off FTA Final Rule dated 4/9/24	

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Appendix G: Safety Performance Matrix \_\_\_\_\_

Appendix H: Safety Performance Outline \_\_\_\_\_

# Definitions and Acronyms

The following definitions may be used throughout the document, and correspond to the definitions provided in 49 CFR 673.5:

- **Accountable Executive** means a single, identifiable individual who has ultimate responsibility for carrying out the Public Transportation Agency Safety Plan (as defined below) of a transit agency; responsibility for carrying out the transit agency's Transit Asset Management Plan (as defined below); and control or direction over the human and capital resources needed to develop and maintain both the transit agency's Public Transit Agency Safety Plan, in accordance with 49 U.S.C. 5329(d), and the transit agency's Transit Asset Management Plan in accordance with 49 U.S.C. 5326.
- **Assault on a transit worker** means, as defined under 49 U.S.C. 5302, a circumstance in which an individual knowingly, without lawful authority or permission, and with intent to endanger the safety of any individual, or with a reckless disregard for the safety of human life, interferes with, disables, or incapacitates a transit worker while the transit worker is performing the duties of the transit worker.
- **CDC** means the Centers for Disease Control and Prevention of the United States Department of Health and Human Services.
- **Chief Safety Officer** means an adequately trained individual who has responsibility for safety and reports directly to a transit agency's chief executive officer, general manager, president, or equivalent officer. A Chief Safety Officer may not serve in other operational or maintenance capacities, unless the Chief Safety Officer is employed by a transit agency that is a small public transportation provider as defined in this part, or a public transportation provider that does not operate a rail fixed guideway public transportation system.
- **Direct recipient** means an entity that receives Federal financial assistance directly from the Federal Transit Administration.
- **Emergency** means, as defined under 49 U.S.C. 5324, a natural disaster affecting a wide area (such as a flood, hurricane, tidal wave, earthquake, severe storm, or landslide) or a catastrophic failure from any external cause, as a result of which the Governor of a State has declared an emergency and the Secretary has concurred; or the President has declared a major disaster under section 401 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5170).
- **Equivalent entity** means an entity that carries out duties similar to a Board of Directors, for a recipient or subrecipient of FTA funds under 49 U.S.C. Chapter 53, including sufficient authority to review and approve a recipient or subrecipient's Public Transportation Agency Safety Plan.
- **FTA** means the Federal Transit Administration, an agency within the United States Department of Transportation.
- **Hazard** means any real or potential condition that can cause injury, illness or death; damage to or loss of the facilities, equipment, rolling stock or infrastructure of a public transportation system; or damage to the environment (as defined below).

- **Injury** means any harm to persons as a result of an event that requires immediate medical attention away from the scene.
- **Investigation** means the process of determining the causal and contributing factors of a “safety event” (as identified below), for the purpose of preventing recurrence and mitigating safety risk.
- **Joint labor-management process** means a formal approach to discuss topics affecting transit workers and the public transportation system.
- **Large urbanized area provider** means a recipient or subrecipient of financial assistance under 49 U.S.C. 5307 that serves an urban area with a population of 200,000 or more as determined by the most recent decennial Census.
- **National Public Transportation Safety Plan** means the plan to improve the safety of all public transportation systems that receive federal financial assistance under 49 U.S.C. Chapter 53.
- **Near-miss** means a narrowly avoided safety event.
- **Operator of a public transportation system** means a provider of public transportation.
- **Performance Measure** means an expression based on a quantifiable indicator of performance or condition that is used to establish targets and to assess progress toward meeting the established targets.
- **Potential consequence** means the effect of a hazard
- **Public transportation** means, as defined under 49 U.S.C. 5302, regular, continuing shared-ride surface transportation services that are open to the general public or open to a segment of the general public defined by age, disability, or low income; and does not include:
  - A. Intercity passenger rail transportation provided by the entity described in 49 U.S.C. Chapter 243 (or a successor to such entity);
  - B. Intercity bus service;
  - C. Charter bus service;
  - D. School bus service;
  - E. Sightseeing service;
  - F. Courtesy shuttle service for patrons of one or more specific establishments; or
  - G. Intra-terminal or intra-facility shuttle services.
- **Public Transportation Agency Safety Plan** means the documented comprehensive agency safety plan for a transit agency that is required by 49 U.S.C. 5329 and this part.
- **Recipient** means a State or local governmental authority, or any other operator of a public transportation system, that receives financial assistance under 49 U.S.C. Chapter 53.
- **Safety Assurance** means processes within a transit agency’s Safety Management System that function to ensure the implementation and effectiveness of safety risk mitigation, and to ensure that the transit agency meets or exceeds its safety objectives through the collection, analysis and assessment of information.
- **Safety Committee** means the formal joint labor-management committee on issues related to safety that is required by 49 U.S.C. 5329 and this part.

- **Safety event** means an unexpected outcome resulting in injury or death; damage to or destruction of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment.
- **Safety Management Policy** means a transit agency's documented commitment to safety, which defines the transit agency's safety objectives and the accountabilities and responsibilities for the management of safety.
- **Safety Management System (SMS)** means the formal organization-wide approach to managing safety risk and assuring the effectiveness of a transit agency's safety risk mitigation. SMS includes systematic procedures, practices and policies for managing hazards and safety risk.
- **Safety Management System (SMS) Executive** means a Chief Safety Officer or an equivalent.
- **Safety Performance Target** means a quantifiable level of performance or condition, expressed as a value for measure, related to safety management activities, to be achieved within a specified time period.
- **Safety Promotion** means a combination of training and communication of safety information to support SMS as applied to the transit agency's public transportation system.
- **Safety risk** means the composite of predicted severity and likelihood of a potential consequence of a hazard.
- **Safety Risk Assessment** means the formal activity whereby a transit agency determines Safety Risk Management priorities by establishing the significance or value of its safety risk.
- **Safety Risk Management** means a process within the transit agency's Public Transportation Agency Safety Plan for identifying hazards and analyzing, assessing and mitigating the safety risk of their potential consequences..
- **Safety risk mitigation** means a method or methods to eliminate or reduce the severity and/or likelihood of a potential consequence of a hazard.
- **Safety set-aside** means the allocation of not less than 0.75 percent of assistance received by a large urbanized area provider under 49 U.S.C. 5307 to safety-related projects eligible under 49 U.S.C. 5307.
- **Small Public Transportation Provider** means a recipient or subrecipient of federal financial assistance under 49 U.S.C. 5307 that has one hundred (100) or fewer vehicles in peak revenue service across all non-rail fixed route modes or in any one non-fixed route mode and does not operate a rail fixed guideway public transportation system.
- **State** means a State of the United States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, Guam, American Samoa, and the Virgin Islands.
- **State of Good Repair** means the condition in which a capital asset is able to operate at a full level of performance.
- **State Safety Oversight Agency** means an agency established by a State that meets the requirements and performs the functions specified by 49 U.S.C. 5329(e) and (k) and the regulations set forth in 49 CFR part 674.
- **Transit agency** means an operator of a public transportation system. that is a recipient or subrecipient of Federal financial assistance under 49 U.S.C. 5307 or a rail transit agency.

- **Transit Asset Management Plan** means the strategic and systematic practice of providing, operating, inspecting, maintaining, rehabilitating and replacing transit capital assets to manage their performance, risks and costs over their life cycles, for the purpose of providing safe, cost-effective and reliable public transportation, as required by 49 U.S.C. 5326 and 49 CFR Part 625.
- **Transit worker** means any employee, contractor, or volunteer working on behalf of the transit agency.
- **Urbanized area** means, as defined under 49 U.S.C. 5302, an area encompassing a population of 50,000 or more that has been defined and designated in the most recent decennial census as an urban area by the Secretary of Commerce.

In addition, the following acronyms may be used throughout the document:

- **BIL** - Bipartisan Infrastructure Law
- **CFR** - Code of Federal Regulations
- **CSO** - Chief Safety Officer
- **FAST** - Fixing America's Surface Transportation Act
- **ISTEA** - Intermodal Surface Transportation Equity Act of 1991
- **MAP-21** - Moving Ahead for Progress in the 21st Century Act
- **NTD** - National Transit Database
- **PTASP** - Public Transit Agency Safety Plan
- **SAFETEA-LU** - Safe, Accountable, Flexible, Efficient, Transportation Equity Act: A Legacy for Users
- **SMS** - Safety Management System
- **SOP** - Standard Operating Procedure
- **TAM** - Transit Asset Management
- **TEA-21** - Transportation Equity Act for the 21st Century
- **TMI** - Transit Mutual Insurance
- **U.S.C.** - United States Code

# Background

The Moving Ahead for Progress in the 21st Century Act (MAP-21) and subsequent federal transportation acts grant the Federal Transit Administration (FTA) the authority to establish and enforce a comprehensive regulatory framework to oversee the safety of public transportation throughout the United States. As a component of this safety oversight framework, MAP-21, the Fixing America's Surface Transportation (FAST) act, and the Bipartisan Infrastructure Law (BIL) require certain recipients of FTA Chapter 53 funding to develop and implement a Public Transportation Agency Safety Plan (PTASP).

In addition to greater safety oversight responsibilities, BIL's grant of expanded regulatory authority puts FTA in a position to provide guidance to transit agencies that strengthens the use of safety data to support management decisions, improves the commitment of transit leadership to safety, and fosters a culture of safety that promotes awareness and responsiveness to safety risks. The framework to this approach is called a safety management system (SMS), which moves the transit industry toward a more holistic, performance-based approach to safety. The SMS framework has been adopted by FTA in its National Public Transportation Safety Plan ("national safety plan").

The PTASP for Shoreline Metro supports and is consistent with an SMS approach to safety risk management. SMS is an integrated collection of policies, processes and behaviors meant to ensure a formalized, proactive and data-driven approach to safety risk management. The aim of an SMS is to increase the safety performance of transit systems by proactively identifying, assessing and controlling safety risks. The approach is meant to be flexible and scalable, so that transit agencies of all types and sizes can efficiently meet the basic requirements of the current transportation act, BIL. The PTASP for Shoreline Metro addresses the following elements, outlined in Table 1 (below):

Table 1: Elements of a Public Transportation Agency Safety Plan (PTASP)

Element	Definition
Safety Management Policy Statement	A policy statement establishing senior management commitment to continual safety improvement and inclusion of frontline transit worker representatives in those safety improvements, signed by the executive accountable for the operation of the agency and the board of directors. This Policy shall be communicated throughout the transit agency's organization.
Document Control	A description of the regular annual process used to review and update the plan, including a timeline for implementation of the process.
Core Safety Responsibilities	A description of the responsibilities, accountabilities, and authority of the accountable executive, the key safety officers, and key members of the safety management team.
Safety Training Program	A description of the comprehensive safety training program for agency staff that ensures that staff are trained and competent to perform their safety duties.
Safety Risk Management	A description of the formal processes the agency uses to identify hazards, analyze and assess safety risks, and develop, implement and evaluate risk controls.
Safety Risks	A description of the most serious safety risks to the public, personnel, and property.
Risk Control	A description of the risk control strategies and actions that the agency will undertake to minimize exposure of the public, personnel, and property to hazards, including a schedule for implementing the risk control strategies and the primary entity responsible for each strategy.
Safety Assurance	A list of defined safety performance indicators for reaching priority risk and associated targets the agency will use to determine if it is achieving the specified safety goals.
Desired Safety Outcomes	A description of desired safety outcomes for each risk using the measurable safety performance indicators established.

# Chapter 1: Safety Policies and Procedures

## Section 1.1 Commitment to Safety

Safety is a core value of Shoreline Metro, and managing safety is a core business function of the transit system. Shoreline Metro is committed to developing, implementing, maintaining and continuously improving processes to ensure the safety of its customers, employees and the public. Shoreline Metro will use safety management processes to direct the prioritization of safety and allocate its organizational resources (people, processes and technology) in balance with its other core business functions. Shoreline Metro aims to support a robust safety culture and achieve the highest level of safety performance, meeting all established safety standards.

All levels of management and all frontline employees are accountable for the delivery of the highest level of safety performance, starting with the Director of Shoreline Metro.

Shoreline Metro is committed to:

- **Executive Commitment to Safety:** Executive Management will lead the development of an organizational culture that promotes safe operations and provides appropriate resources to supporting this core management function through fostering and ensuring safe practices, improving safety when needed, and encouraging effective employee safety reporting and communication. Shoreline Metro will hold executives, managers and all employees accountable for safety performance.
- **Communication and Training:** Employee engagement is crucial to a functioning safety management system (SMS). Communication systems will be put in place to enable greater awareness of Shoreline Metro's safety objectives and safety performance targets as well as to provide ongoing safety communication up, down and across the organization. All levels of management must proactively engage employees and work to keep the lines of safety communication honest and open. All employees will be made aware of Shoreline Metro's SMS and will be trained in safety reporting procedures. The development and subsequent updates to the PTASP will be in cooperation with frontline transit worker representatives.
- **Responsibility and Accountability:** All levels of management will be responsible for delivering safe and quality transit services that represent Shoreline Metro's performance of its SMS. Managers will take an active role in the Safety Risk Management (SRM) process and ensure that Safety Assurance (SA) functions are supported. Managers are responsible for ensuring that SRM is being performed in their operational areas of control to assure that the safety risk associated with safety hazards is assessed and mitigated. Safety performance will be an important part of performance evaluations for Shoreline Metro managers and employees.
- **Responsibility of Employees and Contractors:** All employees and contractors will support safety management by ensuring that hazards are identified and reported.
- **Employee Reporting:** Executive management will establish a safety reporting program as a viable tool for employees to voice their safety concerns. All frontline transit employees will be responsible for utilizing this program as part of the SMS. No action will be taken against any employee who communicates a safety condition through the Shoreline Metro safety reporting program unless such disclosure indicates the following: an illegal act, gross misconduct or negligence, or a deliberate or willful disregard of Shoreline Metro rules, policies and procedures. Frontline transit worker representatives will be made aware of any reported safety concerns submitted to executive management.



- **Performance Monitoring and Measuring:** Shoreline Metro will establish realistic measures of safety performance and will establish annual safety performance targets to ensure continual improvement in safety performance. Managers will verify that the safety risk mitigations put in place are appropriate and effective.
- **Review and Evaluation:** Shoreline Metro will measure SMS performance by: analyzing key safety performance indicators; reviewing inspections, investigations and corrective action reports; and auditing the processes that support the SMS. These activities will become the basis for revising or developing safety objectives, safety performance targets and plans with the goal of continuous safety improvement.

Other policies and plans that detail specific safety related topics at Shoreline Metro are listed below. These are in addition to any measures implemented in the PTASP. When policies are updated, all employees will receive a new written copy of the policy.

- Transit Employees Approach Manual (T.E.A.M.) on Departmental Policies, Procedures and Best Practices
- Security Assessment Program
- City Emergency Operations Plan
- City Anti-Harassment
- Drug & Alcohol Policy
- Prescription Drug Policy
- Drug-Free Workplace Policy
- Preventative Maintenance Program
- Paratransit Program
- Labor Agreement

**Section 1.2 Annual PTASP Review and Update**

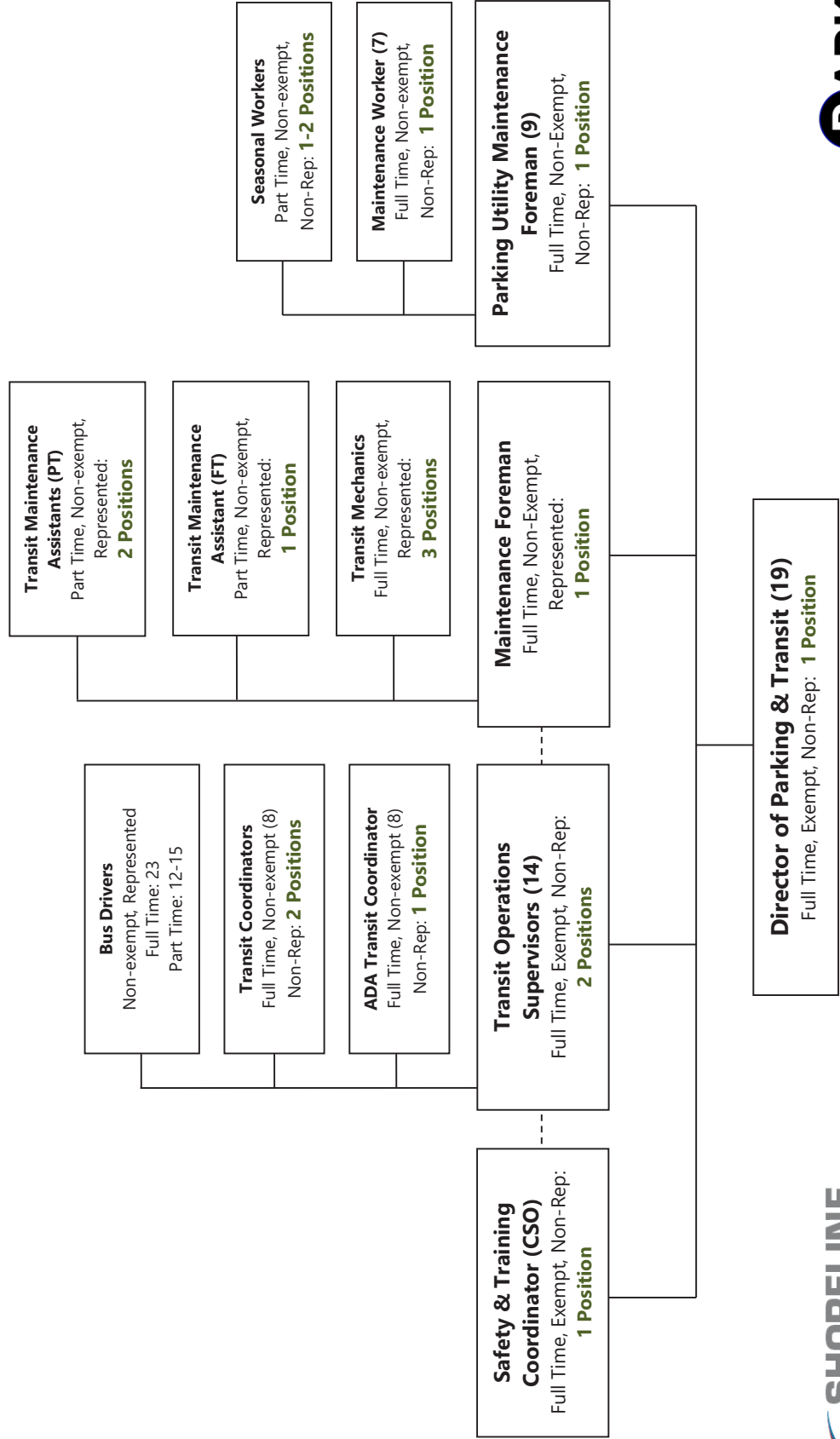
Shoreline Metro management (including the Safety Manager) will review the PTASP annually by June 15 and update the document as necessary. Any updates made will be presented to the Accountable Executive for review who will then forward the document to the Sheboygan Transit Commission for approval at its meeting the third Tuesday in July to allow the agency to timely submit to any annual or other periodic reviews, including its annual self-certification of compliance which certifies that Shoreline Metro and all applicable subrecipients are in compliance with the requirements of the Federal Transit Administration’s Public Transportation Agency Safety Plans regulations [49 CFR Part 673]. At a minimum, annual self-certification will consist of both the Accountable Executive and Board of Directors (Sheboygan Transit Commission) signing and dating this document.

Frontline transit employees representatives and all Shoreline Metro staff and contractors, as well as all others, are furnished with a copy of this plan and are able to make suggestions of changes to the plan to the Accountable Executive or CSO at any time. The CSO conducts quarterly safety meetings where staff is able to discuss safety and this plan.

Table 2: Transit & Parking Utility Table of Organization (TOC) - December 2023

# Parking & Transit Utility Table of Organization (TOC)

City of Sheboygan



### **Section 1.3 Organization Structure and System Safety Responsibilities**

While the Accountable Executive has the ultimate responsibility for Shoreline Metro’s implementation of its PTASP, Shoreline Metro’s executive management has the overall responsibility of safe and secure operations of Shoreline Metro and contract service operators. Each employee is required to carry out specific safety responsibilities, depending on the employee’s position, in compliance with the PTASP.

The information provided in the Staff Safety Roles and Responsibilities table (Appendix A) describes each position and general system safety responsibilities, and the agency’s reporting structure.

# Chapter 2: Safety Risk Management

## **Section 2.1 Hazard Identification**

Establishing an effective hazard identification program is fundamental to safety management at Shoreline Metro. Hazard identification can come from many sources, including FTA, manufacturers, safety bulletins, and public reports on safety information. Hazard identification can be reactive or proactive in nature: safety event reporting, incident investigation, and trend monitoring are essentially reactive; other hazard identification methods proactively seek feedback through data collection, observation and day-to-day operations analysis. Common hazard identification activities include:

- Safety assessments
  - Assessments are conducted in collaboration with the City of Sheboygan Human Resources department, Shoreline Metro, and Transit Mutual Insurance (TMI)
  - TMI safety audit
  - TMI mystery riders approximately 20 times per year
  - Lead Mechanic monitors the facility and rolling stock preventative maintenance schedules to ensure compliance.
- Trend monitoring
  - Shoreline Metro receives reports from TMI regarding trends within our system as well as all the transit systems in the state of Wisconsin.
  - Shoreline Metro receives reports from the City of Sheboygan Human Resources department in regards to current safety trends within City departments.
  - Shoreline Metro analyzes Worker's Comp claims to look for similarities and trends in causes.
  - The Safety Supervisor tracks and categorizes every incident and accident that occurs and trends are discussed quarterly at Safety Meetings. Information is also shared via the Safety Team which is made up of representatives from each division within Shoreline Metro.
- Hazard and safety event reporting (with causal factor analysis)
  - Hazards will be monitored by utilizing Appendices D through F which are updated frequently.
- Safety surveys
  - Employees can report safety concerns, such as poor road conditions or communication issues, either by email, phone or in-person. Suggestions can also be submitted by writing concerns on a piece of paper and placing them in the safety suggestion box located in the break room which will be checked periodically by a Supervisor. Suggestions will then be evaluated by the Safety Team, which includes frontline transit employee representatives. If a suggestion is approved by the Safety Team, it will be brought to the Transit Director for final approval and implementation.
- Safety audits
  - Route qualification audits, which ensure that all operators are qualified to drive all routes.

- Recertification on safe driving techniques.
- Observation audits conducted by an Operations Supervisor riding along with an operator to evaluate their adherence to policy. Observation audits are also done by reviewing video from the bus. Checks are done on the Operator's adherence to safety policies, their uniforms, their customer relation skills and the general operation of the bus. Upon conclusion of the ride along, time is scheduled with the Operator to go over the results and discuss what was done well and what areas could be improved upon.
- Hours of service audits conducted daily when creating Operators driving schedules to ensure no driver is allowed to drive for more than 12.0 hours per day in accordance with department policy.
- The department monitors all applicable employees with a Commercial Driving License (CDL) to ensure up to date and accurate information. Shoreline Metro is in compliance with the Federal Highway Administration's Commercial Driver Licensing Standards. All Bus Operators and Maintenance personal are required to have a CDL in the class required by the state issuing the license.
- Evaluating customer suggestions and complaints.
  - Customer suggestions and complaints can be submitted in one of three ways. Passengers can call the customer service line at (920) 459-3281, by emailing contact@shorelinemetro.com, by requesting to speak with an Operations Supervisor when at the Transfer Station or by calling the Transit Director directly on the Shoreline Metro phone tree at (920) 459-3281.
- Consultation of known data sources:
  - Data, guidance, and other information provided by an oversight authority, including but not limited to FTA, the State, or as applicable, the State Safety Oversight Agency having jurisdiction;
  - Data, guidance, and other information regarding exposure to infectious disease provided by the CDC or a State health authority;
  - Guidelines to prevent or control exposure to infectious diseases provided by the CDC and/or the Wisconsin Department of Health Services; and
  - Safety concerns identified through Safety Assurance activities.

The number of near-misses, known as accident precursor data, is significantly greater than the number of accidents for comparable types of events. The practice of reporting and learning from accident precursor data is a valuable complement to other hazard identification practices. To be successful, hazard identification must take place within a non-punitive and just safety culture. Shoreline Metro employs systematic safety improvements by discovering and learning of potential weaknesses in the system's safety.

Shoreline Metro has also collaborated with the Transportation Safety Administration (TSA) to conduct an evaluation of the system's security and identify any hazards that may need to be addressed.

### Subsection 2.1.1 Non-Punitive Reporting Policy

Shoreline Metro is committed to the safest transit operating standards practicable. To achieve this, it is imperative that Shoreline Metro has uninhibited reporting of all safety events that may compromise safe operations. To this end, every employee is responsible for the communication of any information that may affect the integrity of transit safety. Such communication must be completely free of any form of reprisal.

Shoreline Metro will not take disciplinary action against any employee who discloses a safety event. This policy shall not apply to information received by Shoreline Metro from a source other than the employee, or that involves an illegal act, or a deliberate or willful disregard of rules, regulations, or agency policies or procedures. For any transit worker behaviors that may result in disciplinary action, the specific behaviors which the transit worker violated shall be identified.

Shoreline Metro's method of collection, recording, and dissemination of information obtained from transit safety reports has been developed to protect, to the extent permissible by law, the identity of any employee who provides transit safety information.

## Section 2.2 Safety Risk Assessment

Once a hazard has been identified, Shoreline Metro will conduct an assessment, using the Risk Assessment Matrix (Appendix D), to determine the potential consequences. A safety risk assessment includes an assessment of the likelihood and severity of the potential consequences of identified hazards, taking into account existing safety risk mitigations, to determine if safety risk mitigation is necessary and to inform prioritization of safety risk mitigations. Factors to be considered include the likelihood of occurrence, the severity of the consequences (should there be an occurrence), the level of exposure to the hazard, and the existing mitigation efforts in place. Shoreline Metro will assess risks subjectively by experienced personnel using a risk assessment matrix. Results of the risk assessment process will help determine whether the risk is being appropriately managed or controlled. If the risks are acceptable, the hazard will continue to be monitored. If the risks are unacceptable, steps will be taken by Shoreline Metro to lower the risk to an acceptable or tolerable level, or to remove, avoid, or otherwise eliminate the hazard.

## Section 2.3 Safety Risk Mitigation

The assessment process may indicate that certain hazards have an acceptable level of risk, while others require mitigation to an acceptable or tolerable level. Shoreline Metro will further mitigate risk by completing a hazard assessment log (Appendix E) that can help prioritize safety risks. The level of risk can be lowered by reducing the severity of the potential consequences, likelihood of occurrence, exposure to that risk, or by some combination.

In general, Shoreline Metro will take the following safety actions to mitigate risk – these actions can be categorized into three broad categories, including:

1. **Physical Defenses:** These include objects and technologies that are engineered to discourage, or warn against, or prevent inappropriate action or mitigate the consequences of events (e.g.: traffic control devices, fences, safety restraining systems, transit controls/signals, transit monitoring systems, etc.).
2. **Administrative Defenses:** These include procedures and practices that mitigate the likelihood of accidents/incidents (e.g.: safety regulations, standard operating procedures, personnel proficiency, supervision inspection, training, etc.).

3. **Behavioral Defenses:** These include behavioral interventions through education and public awareness campaigns aimed at reducing risky and reckless behavior of motorists, passengers and pedestrians; factors outside the control of the agency (e.g.: the Zero in Wisconsin campaign).
4. **Infectious Diseases Defenses:** These include interventions aimed at reducing the spread of infectious diseases (e.g.: the installation of UV filtration systems on all buses, the use of Halo-Fogger sanitation spraying systems regularly on buses, and the elimination of reusable physical fare media). Shoreline Metro also follows guidelines from Sheboygan County Health and Human Services and the Centers for Disease Control and Prevention for infectious disease prevention.

### **Section 2.4 Safety Risk Prioritization**

Once a hazard has been identified and the risk level assessed, Shoreline Metro will prioritize safety risks. Appendix E will be used to analyze the transit system as a whole and identify hazards. After hazards have been identified, Appendix F will prioritize these hazards and identify a timeline for corrective action.

# Chapter 3: Safety Assurance

Safety assurance provides the necessary feedback to ensure that the SMS is functioning effectively, and that Shoreline Metro is meeting or exceeding its safety objectives. Safety assurance requires a clear understanding of how safety performance will be evaluated, or in other words, what metrics will be used to assess system safety and determine whether the SMS is working properly. Having decided on the metrics by which success will be measured, safety management requires embedding these metrics in the organizational culture and encouraging their use for ongoing performance improvement.

## **Section 3.1 Defining Safety Goals and Objectives/Outcomes**

Setting safety goals and objectives is part of strategic planning and establishment of safety policy for Shoreline Metro. Clearly defining safety goals is the first part in creating a safety performance measurement system.

**Safety goals** are general descriptions of desirable long-term impacts. Safety goals for Shoreline Metro include the following:

1. Shoreline Metro will utilize a safety management systems framework to identify safety hazards, mitigate risk and reduce casualties and occurrences resulting from transit operations.
2. Shoreline Metro will foster agency-wide support for transit safety by establishing a culture where management is held accountable for safety and everyone in the organization takes an active role in securing transit safety.
3. Shoreline Metro will provide a safe and efficient transit operation by ensuring that all vehicles, equipment and facilities are regularly inspected, maintained and serviced as needed.
4. Shoreline Metro will foster an environment which promotes the safety of transit employees from assaults, verbal or physical abuse, or other actions which decrease the safety of public transit.

**Safety objectives or outcomes** are more specific statements that define measurable results. Safety objectives or outcomes for Shoreline Metro include the following:

1. Reduce the number of reportable fatalities
2. Reduce the number of reportable injuries
3. Reduce the number of reportable safety events
4. Reduce mean distance between major mechanical failures
5. Increase assessment and analysis of existing personnel, equipment, and procedures to identify and mitigate any potential safety hazards
6. Develop a corrective action plan and mitigation strategies to address identified hazards
7. Maintain a dedicated staff person as the Transit Agency Safety Officer to manage the agency's transit safety program
8. Continue to hold regular transit safety meetings comprised of staff at varying levels, including executives, officers, managers, operators, and maintenance personnel
9. Increase the reporting of near miss occurrences and incidents that would otherwise go unreported
10. Continue to provide employee safety training opportunities and attendance
11. Continue distribution of safety material amongst employees and the general public
12. Continue scheduled preventative maintenance on revenue vehicles



13. Continue scheduled preventative maintenance on equipment
14. Continue scheduled preventative maintenance on ADA equipment
15. Continue scheduled preventative maintenance on facilities

The safety objective or outcome will then be measured by defining specific performance metrics, including a baseline and target, that Shoreline Metro will determine is reasonable.

### **Section 3.2 Defining Safety Performance Measures**

Performance measurement is the regular systematic collection, analysis and reporting of data that track resources used, work produced, and whether specific outcomes were achieved. In other words, it is a tool to quantify and improve performance, and engage and communicate with Shoreline Metro staff and external stakeholders.

The two core functions of performance measurement include monitoring and evaluating progress. Performance can be measured in terms of inputs, outputs, outcomes and efficiency, among other criteria.

Shoreline Metro will utilize these basic principles of performance management, including:

- Stakeholder involvement and acceptance
- Focus on agency goals and activities
- Clarity and precision
- Creditability and robustness
- Variety of measures
- Number of measures
- Hierarchy of measures
- Forward-looking measures
- Integration into agency decision making
- Timely reporting
- Understand agency specifics, including context and scale of operations
- Realism of goals and targets

#### **Subsection 3.2.1 Metrics**

System safety data can be collected through a variety of sources, including:

- Near miss information
- Accident investigation reports (with causal factor analysis)
- Internal safety audits (or reviews)
- Safety committee meetings
- Injury reports (including occupational injuries)
- Safety event reports (including accidents, incidents and occurrences)
- System monitoring (including testing and inspection records)

- Hazard management program

These safety data will be analyzed and used for development of key safety performance indicators and targets.

Shoreline Metro will initially focus on areas based on data delivered to the National Transit Database (NTD), including the following:

1. Fatalities
  - A. Total number of reportable crashes
  - B. Rate of reportable fatalities per total vehicle revenue miles
2. Injuries
  - A. Total number of reportable injuries
  - B. Rate of reportable injuries per total vehicle revenue miles
3. Safety Events
  - A. Total number of reportable safety events
  - B. Rate of reportable safety events per total vehicle revenue miles
4. System Reliability
  - A. Mean distance between major mechanical failures

These safety performance measures are used to select improvement targets for these four measures and for each mode of transit, in order to encourage improvements and monitor the safety performance of delivering transit services. In addition, Shoreline Metro will select additional performance measures and targets, both leading and lagging, to ensure continual improvement of its SMS.

Shoreline Metro will make its safety performance measure improvement targets available to applicable state agencies and metropolitan planning organizations (MPOs), and, to the maximum extent practicable, will coordinate with both in the selection of safety performance targets. Targets were submitted to the MPO on September 22<sup>nd</sup> and were transmitted to WisDOT on November 19<sup>th</sup>. Targets will be approved and included in local Transportation Improvement Programs (TIPs) and TIP amendments that will be submitted to the state by November 30<sup>th</sup> of each year.

Shoreline Metro and the Sheboygan MPO (Bay-Lake Regional Planning Commission) work very closely on various transportation planning activities. The Sheboygan MPO includes Shoreline Metro operations and projects in the MPO long-range transportation plan and TIP, and assists Shoreline Metro with the PTASP and the TAM Plan. The Sheboygan MPO also provides frequent technical assistance to Shoreline Metro, and occasionally completes transit development programs (TDPs, including transit surveys) for Shoreline Metro.

The safety data collected from the above sources will be analyzed for potential safety impacts. Identified areas of concern are reported to appropriate personnel in the form of specific project reports, memoranda, and recommendations from the safety committee.

Records of system safety data are maintained for a minimum of three years. Certain information, such as safety certification backup documentation, is maintained by Shoreline Metro's document control process. In addition to safety data, Shoreline Metro maintains other data and documentation of activities required by the PTASP. Distribution of safety-related reports and data is accomplished through the Shoreline Metro safety committee. Shoreline Metro will ensure that required SMS documentation is available upon request to FTA and other oversight agencies.

### **Section 3.3 Monitoring Performance and Evaluating Results**

Once safety goals, objectives/outcomes and measures have been defined, they can be organized into a Safety Performance Matrix (Appendix G) or a Safety Performance Outline (Appendix H). Organizing information (particularly in a matrix) will allow Shoreline Metro to continuously monitor safety performance and update documentation at least semi-annually.

Shoreline Metro will monitor the system for safety assurance using the following procedures:

1. Monitor Safety Risks
  - A. Procedures to mitigate the safety risk, such as educating the public about a safety hazard
  - B. Create and install signage on vehicles
  - C. Train operators and staff to communicate the hazard to customers and make them aware of the mitigation to reduce future risk.
  - D. Monitor the educational efforts and determine the effectiveness of communication.
  - E. Safety audits and safety surveys
  - F. Quarterly and as-needed Safety Meetings
  - G. Safety Committee consisting of frontline transit work representatives including drivers and maintenance staff, and admin staff
  - H. Informal inspections of vehicles and facilities
    - (i) Review Pre-trip and Post-trip inspection cards and comments
    - (ii) Periodic inspection observation by the Safety Officer or his/her designee
  - I. Safety review and inspection of new or modified service(s)
  - J. Regular vehicle and facility inspections and preventative maintenance
  - K. Daily operations log sheet used by dispatchers and operations supervisors to monitor and document daily activities
    - (i) Reviewed by the Safety Officer for safety items and accuracy
2. Benchmarks
  - A. Create benchmarks for continuous monitoring for performance improvement.
    - (i) Valid complaints received
    - (ii) Accidents per 100,000 vehicle revenue miles operated
    - (iii) Preventable accidents per year
    - (iv) Non-preventable accidents per year
    - (v) Number of claims submitted by type per year
3. Monitor the Effects of Safety Promotion
4. Is the promotion/message working to improve safety performance? Use feedback to determine if the promotion or procedure should be adjusted for improvement.

Operations and maintenance supervisors report on these activities monthly to the Safety Officer who works with supervisors to review and investigate findings with implications for agency-wide compliance with and sufficiency of operations and maintenance procedures and determine the root cause and contributing factors for any issues.

### Subsection 3.3.1 Conducting Investigations of Safety Events

Shoreline Metro utilizes an Accident Review Committee (as outlined as part of the labor agreement) that reviews and investigates accidents, incidents, and occurrences that take place on board a bus or at a facility. The group is two-tiered comprised of the Safety Supervisor (Safety Officer) and Union Steward in the first round review and additionally an Operations Supervisor, Lead Mechanic, and Transit Director (Accountable Executive) in the second round review. The second round is only required if there isn't consensus in the first round with preventability and accountability. The group is tasked with the following items:

1. Review and investigation of accidents, incidents, and occurrences
2. Interview drivers, staff, and witnesses (if applicable)
3. Determine preventability
  - A. The accident, incident, or occurrence was preventable or non-preventable
4. Carry out causal analysis by identifying any potential causal factors
5. Determine accountability
  - A. The employee was accountable for the accident, incident, or occurrence
  - B. The employee requires corrective action and/or training (retraining)
  - C. Observe the employee's behavior as the lone or contributing cause of the accident, incident, or occurrence
6. Recommend appropriate level of corrective action
7. Provide a summary of the Accident Review Committee's determinations and recommend level of corrective action (if applicable) to Operations Supervisors and the Director of Transit

In the event a deficiency is found through the review process, the Accident Review Committee will conduct steps b. through f. listed above. The Committee meets monthly and reviews accidents, incidents, and occurrences from the previous month.

The Safety Officer maintains documentation of Shoreline Metro's investigation policies and procedures as well as the Accident Review Committee's activities and results.

Following the Accident Review Committee's determinations, the Safety Officer works with an Operations Supervisor to follow up to coordinate corrective action and additional training for employees.

Shoreline Metro staff, including Transit Operations Supervisors, Safety Officer, mechanics, and the Director of Transit will monitor the system for compliance and sufficiency using the following procedures:

1. Safety Performance Monitoring
  - A. Maintenance records, including repairs, inspections, road calls and training
  - B. Operations records, including new employee training, refresher training, supervisor training, complaint logs, accident records and accident logs, TMI monthly loss runs and daily operation logs.
  - C. One-on-one conversations, ride checks, suggestions from employees, video from on-board security cameras and checklists.
2. Monitor Compliance with and Sufficiency of Operations and Maintenance Procedures
  - A. Rules compliance programs
  - B. Internal audits
  - C. Records reviews

- D. Observations
  - E. Ride alongs
3. Review Findings
- A. Review of policies, procedures and mitigations should be conducted periodically by the Chief Safety Officer and the Safety Manager and share such reviews and findings with the Accountable Executive and other appropriate team members.

The Hazard Identification and Risk Assessment Log (Appendix E) and all information collected and tracked from the procedures listed above will be reviewed quarterly to identify safety risk mitigations and assess their effectiveness. At that time, if needed, risk mitigations will be adjusted to better serve a safe environment.

### **Subsection 3.3.2 Monitoring Safety Risk Mitigations**

Shoreline Metro's Safety Officer along with the Safety Committee, Operations Supervisors, and Director (Accountable Executive) will conduct all monitoring activities including Shoreline Metro's operations to identify mitigations that may be ineffective, inappropriate, outdated, or not implemented correctly by:

- Reviewing results from accident, incident and occurrence investigations
- Completing and reviewing of the daily operations report
- Monitoring employee safety reporting
- Reviewing results of internal safety audits, surveys and inspections
- Analyzing operational and safety data and trends to identify emerging or problematic safety concerns

### **Subsection 3.3.3 Monitoring Information Through Internal Safety Programs**

The Safety Officer routinely reviews safety data and information captured in employee safety reports, safety meeting minutes, customer complaints, and other safety communication channels. When necessary, the SO ensures that the issues and concerns are investigated or analyzed through the SRM process. Information and documentation from employee safety reporting will be collected and maintained by the Safety Officer and will be reviewed quarterly.

## **Section 3.4 Integrating Results Into Agency Decision-Making Process**

Shoreline Metro is committed to using the data collected and information learned to inform decision making and instill positive change. The main objective is the continuous improvement of transit system safety. When performance goals are not met, Shoreline Metro will work to identify why such goals were not met and what actions can be taken to minimize the gap in achieving defined goals. However, when goals are easily achieved, action will be taken to exceed expectations and reestablish a reasonable baseline.

Uses of performance results include:

- Focus attention on performance gaps and trigger in-depth investigations of what performance problems exist
- Help make informed resource allocation decisions
- Identify needs for staff training or technical assistance
- Help motivate employees to continue making program improvements

- Support strategic planning efforts by providing baseline information for tracking progress
- Identify best practices through benchmarking
- Respond to elected officials and the public's demand for accountability

### **Section 3.5 Sustaining a Safety Management System**

In order to sustain the SMS, Shoreline Metro will ensure that particular processes are employed to instill an organizational foundation. Examples of actions taken to sustain the SMS include:

- **Create a measurement-friendly culture:** All staff, including senior managers, should be actively engaged in creating a measurement-friendly culture by promoting performance measurement as a means of continuous improvement. Senior managers will also lead by example and utilize performance metrics in decision making processes.
- **Build organizational capacity:** Investment in developing skilled human resources capacity is essential to sustaining an SMS. Both technical and managerial skills will be needed for data collection and analysis, as well as for setting goals. Managing staff and the governing board will commit the financial resources required for organizational capacity and maintaining an SMS on a continuous basis.
- **Reliability and transparency of performance results:** The SMS will be able to produce and report its results, both good and bad. Performance information should be transparent and made available to all stakeholders. Messengers should be protected to preserve the integrity of the measurement system. The focus should be on opportunities for improvement rather than allocating blame.
- **Demonstrate continuous commitment to measurement:** Visible commitment to using metrics is a long-term initiative. Shoreline Metro will demonstrate a commitment to performance measurement by establishing a formal process of reporting performance results, such as including transit safety and performance measurement as a standing agenda item at meetings of the Sheboygan Transit Commission.

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# Chapter 4: Safety Promotion

## **Section 4.1 Safety Promotion, Culture, and Training**

Shoreline Metro believes that safety promotion is critical to the success of an SMS by ensuring that the entire organization fully understands and trusts its safety policies, procedures and structure. Further, safety promotion involves establishing an organizational and workplace culture that recognizes safety as a core value, training employees in safety principles, and allowing open communication of safety issues.

Shoreline Metro's comprehensive safety training program applies to all safety-sensitive employees directly responsible for safety including:

- Bus operators
- Dispatchers /Transit Coordinators
- Mechanics /Mechanic Assistants
- Transit Operation Supervisors
- Safety Supervisor (Safety Officer)
- Transit Director (Accountable Executive)

### **Subsection 4.1.1 Safety Culture**

Positive safety culture must be generated from the top. The actions, attitudes and decisions at the policy-making level must demonstrate a genuine commitment to safety. Safety must be recognized as the responsibility of each employee, with the ultimate responsibility for safety resting with the Accountable Executive. Employees must trust that they will have management support for decisions made in the interest of safety, while also recognizing that intentional breaches of safety will not be tolerated.

The primary goal of safety promotion at Shoreline Metro is to develop a positive safety culture that allows the SMS to succeed. A positive safety culture is defined as one which is:

1. An Informed Culture
  - Employees understand the hazards and risks involved in their areas of operation.
  - Employees are provided with the necessary knowledge, training and resources.
  - Employees work continuously to identify and overcome threats to safety.
2. A Just Culture
  - Employees know and agree on what is acceptable and unacceptable behavior.
  - Human errors must be understood, but negligence and willful violations cannot be tolerated.
3. A Reporting Culture
  - Employees are encouraged to voice safety concerns and to share critical safety information without the threat of punitive action. Safety concerns include, but are not limited to:
    - Reporting assaults on transit workers to senior management
    - Reporting near-mises to senior management
    - Reporting unsafe acts to senior management



- Reporting unsafe conditions to senior management
- When safety concerns are reported, they are analyzed, and appropriate action is taken.
- All reported safety concerns are identified weekly on the employee message boards.

#### 4. A Learning Culture

- Learning is valued as a lifetime process beyond basic skills training.
- Employees are encouraged to develop and apply their own skills and knowledge to enhance safety.
- Employees are updated on safety issues by management, and safety reports are communicated back to staff so that everyone learns the pertinent lessons.

Shoreline Metro Safety Promotion activities and processes include steps and processes for identifying safety hazards, risk assessment and risk mitigation.

#### 1. Hazard Identification

A. Safety Committee: Group comprised of frontline transit worker representatives, including transit operators, maintenance staff and supervisors. The group meets quarterly to discuss safety items, such as potential hazards, risks and employee suggestions. The group is tasked with the following items:

- (i) Review of historical safety records
- (ii) Accident trends
- (iii) Employee safety complaints and suggestions
- (iv) Past accidents/incidents
- (v) Near misses
- (vi) Review and approve Shoreline Metro's Public Transportation Agency Safety Plan and any required updates
- (vii) Set annual safety performance targets for the safety risk reduction programs.
- (viii) Support operation of the Shoreline Metro's SMS by:
  - (a) Identifying and recommending safety risk mitigations necessary to reduce the likelihood and severity of potential consequences identified through the transit agency's safety risk assessment, including safety risk mitigations associated with any instance where the transit agency did not meet an annual safety performance target in the safety risk reduction program.
  - (b) Identifying and recommending safety risk mitigations necessary to reduce the likelihood and severity of potential consequences identified through the transit agency's safety risk assessment, including safety risk mitigations associated with any instance where the transit agency did not meet an annual safety performance target in the safety risk reduction program
  - (c) Identifying safety deficiencies for purposes of continuous improvement as required at § 673.27(d), including any instance where the transit agency did not meet an annual safety performance target in the safety risk reduction program.
- (ix) Other safety items

B. Critical Safety Behaviors: A system to help with identifying and recording unsafe situations or behaviors.

- (i) Work area/site inspections
  - (a) Pre-trip inspections for vehicles
  - (b) Preventative maintenance
- (ii) Brainstorming/observations
- (iii) Employee input
  - (a) Suggestion/comment box
- (iv) Daily facility walkthrough checklist
- (v) Safety culture
  - (a) Quarterly team training and safety meetings
  - (b) Serious about Annual Safety Recognition
  - (c) Quarterly Employee Recognition program

## 2. Safety Risk Assessment

- A. Risk Management Assessment (RMA): Platform for determining risk associated with certain types of actions including:
  - (i) Training for such tasks
  - (ii) Requirement of assistance to perform tasks
  - (iii) Severity of risk
  - (iv) Return-on-investment
  - (v) Actions to control the risk
  - (vi) Contributing factors
  - (vii) Frequency of task
  - (viii) Adequacy of control measures

## 3. Safety Risk Mitigation

- A. Training: Platform for educating and equipping personnel with the knowledge, skills and resources to perform a task. This is considered the first and primary step to mitigating risk. Sometimes, this includes retraining personnel once a hazard is identified to further reduce the risk. Examples of such training include:
  - (i) New hire
    - (a) Classroom training, including defensive driving, distracted driving, ADA, customer service, policies and procedures, and expectations
    - (b) Behind the wheel training, including traffic laws, backing, railroad crossings, bus stop procedures, security, emergency management, onboard incidents, etc.
    - (c) CDL (for individuals requiring proper license to operator a vehicle)
  - (ii) Forklift training/certification
    - (a) Maintenance staff
  - (iii) Accidents and Incidents
    - (a) Refresher training for personnel
    - (b) Near miss reporting
  - (iv) Quarterly meetings and as-needed meetings

- (a) Training and safety awareness for personnel
- (v) Bloodborne Pathogen
- (vi) City Policies
  - (a) Harassment
  - (b) Information Technology
  - (c) FLSA, FMLA
  - (d) Workman's Compensation

### Subsection 4.1.2 Training

During the initial implementation of an SMS, specific training will be required for all employees and contract staff, to explain the agency's safety culture and describe how Shoreline Metro's SMS works. The Chief Safety Officer is the resource person for providing a corporate perspective on Shoreline Metro's approach to safety management.

All newly hired employees' training is documented using the Shoreline Metro Team Member Onboarding and Training Checklist form. The form documents an employee's progress through the training program and documents hours dedicated to training in the classroom and onboard the bus.

Shoreline Metro provides employees with CDL Training for those employees required to possess a CDL that do not already hold a CDL. Training includes all the necessary tools to pass the CDL driver's test and to become a fixed route or paratransit bus operator. All initial classroom preparation and behind-the-wheel training is conducted by the Safety, Training and Education Supervisor. Once the individual has obtained the CDL and has shown proficiency in operating a transit bus, the employee is moved into driving in service with an experienced and trained bus operator. Evaluations are conducted by the bus operator on the new driver during each training session. These evaluations are then reviewed by the Safety, Training and Education Supervisor to determine if additional training is required or if the employee may be moved into revenue service and thus starting the employee's probation period.

Employees already possessing a CDL upon hire are provided with initial classroom preparation and behind-the-wheel training by the Safety, Training and Education Supervisor. Once the individual has shown proficiency in operating a transit bus, the employee is moved into driving in service with an experienced and trained bus operator. Evaluations are conducted by the bus operator on the new driver during each training session. These evaluations are then reviewed by the Safety, Training and Education Supervisor to determine if additional training is required or if the employee may be moved into revenue service and thus starting the employee's probation period.

Employees involved in an accident during their probation period are evaluated with additional training typically provided as to reduce future hazards and mitigate risks.

Current employees periodically participate in refresher training either via classroom, onboard, post-accident or post-incident. Employees who are off of work for a significant amount of time (30 days or more) participate in refresher training.

Maintenance staff is provided training on-the-job through vendors or manufacturers of products/equipment/services by Shoreline Metro. Additional training includes forklift, lockout/tag out, fire extinguisher, etc.

Safety Management training topics may include:

1. Initial Safety Training for All Staff
  - A. Basic principles of safety management, including the integrated nature of SMS, risk management, safety culture, etc.

- B. Corporate safety philosophy, safety goals and objectives, safety policy, and safety standards
  - C. Importance of complying with the safety policy and SMS procedures, and the approach to disciplinary actions for different safety issues
  - D. Organizational structure, roles and responsibilities of staff in relation to safety
  - E. Transit agency's safety record, including areas of systemic weakness
  - F. Requirement for ongoing internal assessment of organizational safety performance (e.g.: employee surveys, safety audits, and assessments)
  - G. Reporting accidents, incidents and perceived hazards
  - H. Lines of communication for safety managers
  - I. Feedback and communication methods for the dissemination of safety information
  - J. Safety promotion and information dissemination
2. Safety Training for Operations Personnel
- A. Unique hazards facing operational personnel
  - B. Seasonal safety hazards and procedures (e.g.: winter operations)
  - C. Procedures for hazard reporting
  - D. Procedures for identifying and reporting safety events (accidents and incidents)
  - E. De-escalation training
  - F. Emergency procedures
  - G. Safety Training for Management
    - (i) Principles of the SMS
    - (ii) Management responsibilities and accountabilities for safety
    - (iii) Legal issues (i.e.: liability)
3. Training for the Safety Officer
- A. Familiarization with different transit modes, types of operation, routes, etc.
  - B. Understanding the role of human performance in safety event causation and prevention
  - C. Operation of the SMS
  - D. Investigating safety events
  - E. Crisis management and emergency response planning
  - F. Safety promotion
  - G. Communication skills
  - H. Performing safety audits and assessments
  - I. Monitoring safety performance
  - J. National Transit Database (NTD) safety event reporting requirements

### Subsection 4.1.3 Communication

Shoreline Metro's communication on safety policies, procedures and observations is critical to promoting safety and ensuring a safety culture. Communicating safety to employees is performed through the following:

- The Safety Officer maintains a Safety Board for employees as a means of keeping safety on the minds of employees, and this board includes safety tips from Transit Mutual Insurance. Additional safety messages and information are provided with a focus on engaging employee participation. Cities and Villages Mutual Insurance Company (CVMIC) also provides safety messages and awareness for employees.
- Shoreline Metro maintains a departmental policies and procedures manual (called T.E.A.M.) for employees that outlines the expectations and accountabilities of the driver positions. Supplemental policies include Safety and Security Assessment Program, Drug and Alcohol Policy, Drug-Free Workplace, Harassment, Information Technology, ADA, and Social Media.
- The labor agreement identifies specifically key safety items that must be followed by Shoreline Metro at all times targeted at keeping employees safe and reducing risk.
- Shoreline Metro has a standing section at each of its quarterly Safety Meetings dedicated to safety training, safety review and policy and procedure review.
- Safety Officer communicates findings in the Accident Review back to key officials and uses these findings to retrain all team members at safety meetings or in memos.
- Accountable Executive and Safety Officer maintain digital communication boards for employees and customers that promote safety and risk reduction especially during winter months when issues seem to rise due to weather.
- Safety Officer follows up directly with the reporter if they self-identified to let them know what actions were taken to address their report and also communicates the results to the entire agency through its digital communication boards

# Appendices



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# Appendix A: Staff Safety Roles and Responsibilities

## APPENDIX A

### SHORELINE METRO STAFF SAFETY ROLES AND RESPONSIBILITIES

**Completed by: Derek Muench/Bud Schultz**      **Date: July 1, 2024**

Position Title	Name of Staff Member	Position Description	Safety Responsibilities
Accountable Executive	Derek Muench, Transit Director	49 CFR § 673.5 – Accountable Executive means a single, identifiable person who has ultimate responsibility for carrying out the PTASP; responsibility for carrying out the agency’s TAM Plan; and control or direction over the human and capital resources needed to develop and maintain both the agency’s PTASP, in accordance with 49 U.S.C. § 5329(d), and the agency’s TAM Plan, in accordance with 49 U.S.C. § 5326.	<ul style="list-style-type: none"> <li>• Ultimate responsibility for carrying out the PTASP</li> <li>• Responsibility for carrying out the TAM Plan</li> <li>• Control or direction over the human and capital resources needed to develop and maintain both plans</li> <li>• Ensuring the agency’s SMS is effectively implemented throughout the system</li> <li>• Ensuring action is taken, as necessary, to address substandard performance in the agency’s SMS</li> <li>• May delegate specific responsibilities, except ultimate accountability for the agency’s safety performance, which always rests with the Accountable Executive</li> </ul>
Chief Safety Officer	Bud Schultz, Safety and Training Coordinator	49 CFR § 673.5 – Chief Safety Officer means an adequately trained individual who has responsibility for safety and reports directly to a transit agency’s chief executive officer, general manager, president, or equivalent officer.  A Chief Safety Officer (CSO) for a small public transportation provider (as defined in Part 673) may serve in capacities (operational or maintenance) unless the agency ceases to be a small public transportation provider or operates a rail transit system.	<ul style="list-style-type: none"> <li>• Is adequately trained</li> <li>• Responsibility for safety</li> <li>• Reports directly to agency’s Accountable Executive</li> <li>• Authority and responsibility for day-to-day implementation and operation of agency’s SMS</li> </ul>
Safety Manager (Is the same as/merged with CSO position)	Bud Schultz, Safety and Training Coordinator	Ensure coordinated development and implementation of the PTASP (is the same as/merged with CSO position)	<ul style="list-style-type: none"> <li>• Is the same as/merged with CSO position</li> <li>• Maintains a safe working environment</li> <li>• Adheres to all safety policies and procedures</li> <li>• Promotes safety awareness throughout the organization</li> <li>• Ensures safety documentation is current and accessible to all employees</li> <li>• Communicates changes in safety documents to all personnel</li> <li>• Monitors effectiveness of corrective actions</li> <li>• Provides periodic reports on safety performance</li> <li>• Renders independent advice to the CEO, senior managers, and other personnel on safety-related matters</li> <li>• Ensures that safety management has a high priority throughout the organization</li> </ul>



<p>Transit Supervisors</p>	<p>Ann Koeller and Bruce Felten, Operations Supervisors</p>	<p>Supervisors are responsible for communicating the transit agency's safety policies to all employees.</p>	<ul style="list-style-type: none"> <li>• Maintains a safe working environment</li> <li>• Adheres to all safety policies and procedures</li> <li>• Full knowledge of all standard and safety operating procedures</li> <li>• Ensures that drivers make safety a primary concern when on the job</li> <li>• Listens and acts upon any safety concerns raised</li> <li>• Immediately reports safety concerns to the CSO/SM</li> <li>• Provides leadership and direction to employees during security incidents</li> <li>• Handles minor non-threatening rule violations</li> <li>• Defuses minor arguments</li> <li>• Determines when to call for assistance</li> <li>• Responds to fare disputes and service complaints</li> <li>• Responds to security related calls with police officers when required, rendering assistance with crowd control, victim/witness information gathering, and general on-scene assistance</li> <li>• Completes necessary security related reports</li> <li>• Takes photographs of damage and injuries</li> <li>• Coordinates with all outside agencies at incident scenes</li> </ul>
<p>Bus Operators</p>	<p>17 Full-Time Fixed-Route Drivers; 10 Part-Time Fixed-Route Drivers; 6 Full-Time Paratransit Drivers; 3 Part-Time Paratransit Drivers</p>	<p>Drivers are responsible for exercising maximum care and good judgment in identifying and reporting suspicious activities, in managing security incidents, and in responding to emergencies.</p>	<ul style="list-style-type: none"> <li>• Maintains a safe working environment</li> <li>• Adheres to all safety policies and procedures</li> <li>• Takes charge of a hazard incident scene until the arrival of supervisory or emergency personnel</li> <li>• Collects fares in accordance with agency policy</li> <li>• Familiar with Shoreline Metro Employee Manual and Procedures</li> <li>• Attempts to handle minor non-threatening rule violations</li> <li>• Responds verbally to complaints</li> <li>• Attempts to defuse minor arguments</li> <li>• Determines when to call for assistance</li> <li>• Maintains control of the vehicle</li> <li>• Reports all safety incidents to Supervisor on duty</li> <li>• Completes all necessary safety related reports</li> </ul>
<p>Maintenance Staff</p>	<p>4 Full-Time Mechanics</p>	<p>Mechanic performs major running repairs of buses. Fully qualified and completely capable of repairing, maintaining, and rebuilding all parts of all equipment.</p>	<ul style="list-style-type: none"> <li>• Maintains a safe working environment</li> <li>• Adheres to all safety policies and procedures</li> <li>• Responsible for repair of vehicle components, including engine and transmission rebuilds</li> <li>• Conducts all levels of inspections</li> <li>• Assists in all aspects of repair and maintenance work</li> <li>• Makes bus assignments (if needed)</li> <li>• Maintains a safe working environment and adheres to all safety policies and procedures</li> <li>• Makes road calls</li> <li>• Tire changes and repairs</li> <li>• Brake relines</li> <li>• Driver reported defects</li> <li>• Supervises bus-washing activities</li> </ul>

# Appendix B: Safety Assessment and System Review

## APPENDIX B

### SHORELINE METRO SAFETY ASSESSMENT AND SYSTEM REVIEW

Complete this form semi-annually to identify potential safety hazards. It is imperative that completion of this review includes only accurate and correct information – data collected from this assessment will guide agency resource allocation and focus priority needs appropriately. Not all questions will apply.

<b>Completed by: Derek Muench/Bud Schultz</b>	<b>Date: July 1, 2024</b>
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SECTION	REVIEW QUESTIONS	YES	NO	N/A
<b>Safety Policies:</b>	• Are all safety policies up to date and reviewed?	X		
	• Is a Public Transit Agency Safety Plan (PTASP) or any other System Safety Plan written for the transit system?	X		
	• Is the Drug and Alcohol Policy current and up to date?	X		
<b>New Hire Employee Files:</b>	• Was there a structured interview conducted and documented?	X		
	• Is the applicant asked questions relating to previous experience with drug and alcohol testing?	X		
	• Is the offer of employment documented in writing?	X		
	• Is there a pre-employment drug screen?	X		
	• Is there a pre-employment physical exam?	X		
	• Are safety sensitive responsibilities outlined in the job description?	X		
	• Is there a completed Substance Abuse Policy and Drug Free Workplace Policy Acknowledgement form?	X		
	• Is there a Current Policies and Procedures Acknowledgement Form?	X		
<b>Post Hire Employee Files:</b>	• Is a current employee roster available?	X		
	• Are the employee files maintained by the transit system?	X		
	• Do existing employee files contain:	X		
	➤ Background check?	X		
	➤ Previous employer request form?	X		

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	➤ Verification of current driver's license and CDL?	X		
	➤ Current MVR?	X		
	➤ PARS Reports?	X		
	➤ Current copy of physical exam certificate?	X		
	➤ Signed Substance Abuse Policy Acknowledgement?	X		
	➤ Drug and Alcohol Testing Record with COC and authorization forms?	X		
	➤ Record of annual supervisor ride checks and evaluations?	X		
<b>Education and Training:</b>	• Are operator certifications current and up to date?	X		
	• Have managers completed Safety Management Systems (SMS) training?		X	
	• Are employees familiar with OSHA topics, including:			
	➤ Hazard Communication?	X		
	➤ Emergency Action Planning?	X		
	➤ Bloodborne Pathogens?	X		
	➤ Lockout/Tagout?	X		
	➤ Personal Protective Equipment (PPE)?	X		
	➤ Injury Prevention Planning?	X		
	• Have all safety sensitive employees received Drug and Alcohol Training?	X		
	• Do new mechanics receive classroom training?	X		
	• Do existing mechanics receive ongoing training?	X		
	• Do operations transit workers receive de-escalation training	X		
	• Do operations transit workers receive concern identification and reporting training?	X		
<b>Safety Meetings:</b>	• Is there an active Safety Committee at the transit agency?	X		
	• Does the Safety Committee include frontline transit worker representatives?	X		
	• Are safety meetings held on a regular basis?	X		
	• Are safety meetings and sign in sheets documented, with publicly posted agendas and minutes?	X		
	• Do senior managers attend safety meetings?	X		
	• Do vehicle operators attend safety meetings?	X		

	<ul style="list-style-type: none"> <li>Do mechanics attend safety meetings?</li> </ul>	X		
<b>Incident and Accident Investigation Procedures:</b>	<ul style="list-style-type: none"> <li>Are policies in place dictating which incidents are reported and which are not?</li> </ul>	X		
	<ul style="list-style-type: none"> <li>Are incident report forms kept on board the vehicle?</li> </ul>	X		
	<ul style="list-style-type: none"> <li>Are accident reports completed for all situations?</li> </ul>	X		
	<ul style="list-style-type: none"> <li>Are incident/accident reports used as pre-accident training material?</li> </ul>	X		
	<ul style="list-style-type: none"> <li>Are incident/accident reports used as post-accident training material?</li> </ul>	X		
	<ul style="list-style-type: none"> <li>Are incident/accident reports used to identify potential hazards and analyzed in a Risk Assessment Matrix (RAM)?</li> </ul>	X		
	<ul style="list-style-type: none"> <li>Are complaint forms kept on all vehicles?*</li> </ul>		X	
	<ul style="list-style-type: none"> <li>Are all operators provided with safety vests on their vehicles?***</li> </ul>		X	
	<ul style="list-style-type: none"> <li>Are incident/accident photos taken?</li> </ul>	X		
<b>Substance Abuse:</b>	<ul style="list-style-type: none"> <li>Is there a current and updated Drug and Alcohol Policy?</li> </ul>	X		
	<ul style="list-style-type: none"> <li>Do all staff members understand the Drug and Alcohol Policy?</li> </ul>	X		
	<ul style="list-style-type: none"> <li>Is random testing being completed?</li> </ul>	X		
	<ul style="list-style-type: none"> <li>Is reasonable suspicion testing being completed?</li> </ul>	X		

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<b>Facility and Shop Inspections:</b>				Item 12.
	• Are monthly facility inspections conducted as scheduled?	X		
	• Are facility inspection forms completed properly?	X		
	• Are unsafe conditions or acts, regarding the facility corrected and documented?	X		
	• Are fire extinguishers up to date with annual servicing requirements?	X		
	• Are fire extinguishers inspected on a monthly basis?	X		
	• Are routine inspections of the fire extinguishers documented?	X		
	• Are eye wash stations available with unobstructed access?	X		
	• Are eye wash stations inspected on a scheduled basis?	X		
	• Is machine guarding in place?	X		
	• Are batteries stored safely?	X		
	• Are all containers marked with the contents clearly identified?	X		
	• Are floors clear of tripping hazards?	X		
	• Are hazardous materials stored safely and labeled, and are SDS sheets available for employees?	X		
	• Are emergency exits clearly marked?	X		
	• Are lights out?			X
	• Are jack stands available for use?	X		
	• Are jack stands used whenever a vehicle is elevated on a lift?		X	
	• Is a lock out tag out program in place?	X		
<b>Asset Management (Vehicles):</b>				
	• Is a current and updated list of vehicles readily available?	X		
	• Is all maintenance activity completed on vehicles tracked?	X		
	• Is a regular maintenance schedule written and followed?	X		
	• Are work order forms, service order forms and parts requested documented?	X		
	• Are vehicle inspection forms completed on a regular basis and available?	X		
	• Are habitual maintenance issues reported to WisDOT?			X
	• Are maintenance issues analyzed and used to forecast future vehicle needs?	X		
	• Are maintenance issues analyzed and used to identify potential hazards and evaluated in a Risk Assessment Matrix (RAM)?	X		
	• Are pre-trip inspection forms completed daily?	X		
	• Are post-trip inspection forms completed daily?	X		

<p><b>Comments:</b> <i>*The standard complaint form is available on the Shoreline Metro website, as well as by contacting the Shoreline Metro's customer service office.</i> <i>**Supervisor response vehicles contain accident kits that include forms and safety vests.</i></p>				
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# Appendix C: FACILITY SAFETY and SECURITY ASSESSMENT

Completed by: Derek Muench/Bud Schultz	Last Updated: November 15, 2022
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## APPENDIX C

### SHORELINE METRO FACILITY SAFETY and SECURITY ASSESSMENT

Complete this form semi-annually to identify potential safety hazards. It is imperative that the completion of this review includes only accurate and correct information – data collected from this assessment will guide agency resource allocation and focus priority needs appropriately. Not all questions will apply.

Completed by: Derek Muench/Bud Schultz	Date: July 1, 2024
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SECTION	REVIEW QUESTIONS	YES	NO	N/A
<b>Buildings and Facility Grounds:</b>	• Are facility grounds randomly and frequently patrolled?	X		
	• Are daily security sweeps conducted?	X		
	• Are smoke/fire/carbon monoxide detectors provided and working?	X		
	• Are distribution and number of keys known and controlled?	X		
	• Are all keys labeled as "DO NOT DUPLICATE"? <b>(Fob system is used)</b>			X
	• Are all unoccupied areas locked and secured?	X		
<b>Lighting:</b>	• Is entire perimeter of facility properly illuminated?	X		
	• Is lighting mounted at approximately second story level?	X		
	• Are lights provided over all entrance doors?	X		
	• Is lighting provided in staff parking areas?	X		
<b>Entrance Doors and Windows:</b>	• Are all doors:			
	➢ Built of commercial grade with metal framing?	X		
	➢ Outside hinges hidden and protected from vandalism?	X		

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	➤ Provided with a commercial grade, one-sided lock? <b>(Fob system is used)</b>	X		
	➤ Provided with push "panic" bar releases?		X	
	➤ In case of breakage or opening are all windows and doors connected to a central station alarm?	X		
<b>Electronic Surveillance:</b>	• Is the entire perimeter of facility protected by a CCTV system? <b>(Transfer station yes, garage no)</b>		X	
	• Is this system monitored by management and/or a security company?	X		
	• Is this system always on or activated by motion sensors?	X		
<b>Non-Employee Access:</b>	• Is access restricted to persons without proper credentials and clearance?	X		
	• Are supply deliverers required to show proper I.D. and sign-in a log book?		X	
	• Are all non-employees accompanied and/or observable at all times?	X		
<b>Surrounding Environment:</b>	• Are there other non-City/County buildings connected to the facility that may be vulnerable to unauthorized entry to City/County property?		X	
	• Are all utility components (power transformers, back-up generators) protected and secured from vandalism or attack?	X		
	• Are all outdoor storage areas adequately lighted and secured?	X		
<b>Material Storage:</b>	• Are all hazardous and flammable materials properly identified?	X		
	• Are all materials properly labeled, stored, and secured?	X		
<b>Forms and Written Plans:</b>	• Are emergency numbers (police, fire, ambulance, FBI) current and prominently displayed at each phone? <b>(911)</b>		X	
	• Is a Chain of Command and emergency call list prominently displayed?	X		
	• Are employees trained and checklists provided on how to handle a physical threat or incident called in on the phone?	X		
<b>Evacuation Plan/Procedures</b>	• Are there evacuation plans for this facility?	X		
	• Are staff members trained on this plan?	X		
	• Are assembly areas and alternate assembly areas identified, validated and coordinated with the County Emergency Management Office?	X		
	• Have the primary and alternate assembly areas, evacuation sites, and evacuation routes been verified and coordinated with all appropriate agencies?	X		



	<ul style="list-style-type: none"> <li>• Has the Emergency Evacuation Plan been reviewed, coordinated, and briefed to staff as appropriate?</li> </ul>	X		
<b>Training:</b>	<ul style="list-style-type: none"> <li>• Is an orientation program in place for each new staff member?</li> </ul>	X		
	<ul style="list-style-type: none"> <li>• Do all staff members receive safety and security training appropriate to their position and level of responsibility?</li> </ul>	X		
	<ul style="list-style-type: none"> <li>• Are periodic safety and security training and briefings completed with staff?</li> </ul>	X		
	<ul style="list-style-type: none"> <li>• Do all new staff members receive briefings on the City/County Evacuation Plan, the Disaster Preparedness Plan, and other security policies and procedures?</li> </ul>	X		
<b>Administrative Procedures:</b>	<ul style="list-style-type: none"> <li>• Is a record of emergency data on file for each staff?</li> </ul>	X		
	<ul style="list-style-type: none"> <li>• Have incident reporting format and procedures been established and staff briefed on them?</li> </ul>	X		
	<ul style="list-style-type: none"> <li>• Are all incident reports treated with confidentiality and transmitted by secure means to the appropriate City/County department?</li> </ul>	X		
	<ul style="list-style-type: none"> <li>• Are background checks conducted and verified on all prospective new hires?</li> </ul>	X		
<b>Cash Handling and Transfer:</b>	<ul style="list-style-type: none"> <li>• Has a secure method for receipt, transfer and storage of cash been established and have appropriate staff members been trained on them?</li> </ul>	X		
	<ul style="list-style-type: none"> <li>• Is cash transported by at least two individuals with cash divided between them?</li> </ul>		X	
	<ul style="list-style-type: none"> <li>• Do all staff members understand that in the event of a robbery they should never risk their lives to protect cash or other valuables?</li> </ul>	X		
<b>Fire and Electrical Safety:</b>	<ul style="list-style-type: none"> <li>• Are fire extinguishers installed in all appropriate locations?</li> </ul>	X		
	<ul style="list-style-type: none"> <li>• Are smoke and heat detectors installed, at least one on each floor?</li> </ul>	X		
	<ul style="list-style-type: none"> <li>• Is a first aid kit present and maintained?</li> </ul>	X		
	<ul style="list-style-type: none"> <li>• Are all electrical devices, outlets, circuit breakers and cords free of damage that may pose a shock hazard?</li> </ul>	X		
	<ul style="list-style-type: none"> <li>• Are all electrical circuit, gas, and telephone boxes, if accessible from the outside, locked to prevent tampering?</li> </ul>	X		
	<ul style="list-style-type: none"> <li>• Do any non-employees have access from outside the building to any fire escapes, stairways, and/or the roof?</li> </ul>		X	
	<ul style="list-style-type: none"> <li>• Are all outdoor trash containers and storage bins located away from the building in the event of a fire?</li> </ul>	X		



## Appendix D: Risk Assessment Matrix

Appendix D included as an attachment to this document.

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# Appendix E: Hazard Identification and Risk Assessment Log

## SHORELINE METRO HAZARD ASSESSMENT LOG

This form can be used to provide a record of identified hazards and actions taken to eliminate or mitigate the risks associated with it. The recommended action should be associated with a specified individual (i.e. a supervisor, manager, or front-line personnel), and must include a target date for completion. As a rolling log, entries for identified hazards and their associated mitigations should never be removed, even after required action(s) is completed. Any related forms, logs, or records should be retained permanently. [Blue text is a sample entry]

**Completed by: Derek Muench/Bud Schultz**      **Last Updated: July 1, 2024**

Risk Type	Risk Description	Current Measures to Reduce Risk	Risk Rating Likelihood	Risk Rating Severity	Risk Rating Value (Likelihood x Severity)	Further Action Required to Reduce Risk	Staff Responsibility
Human Error (SAMPLE)	Non-compliance with agency maintenance protocol	<ul style="list-style-type: none"> <li>• Minimum competency requirements</li> <li>• Effective safety culture in agency (maintenance department)</li> <li>• Effective task planning</li> <li>• Availability of procedures</li> <li>• Procedure reviews and simplification into tasks</li> <li>• Recurrent training</li> </ul>	5	4	20	<ul style="list-style-type: none"> <li>• Introduce compliance monitoring</li> <li>• Effective supervision including work compliance assessment</li> <li>• Competency assessments</li> <li>• Maintenance policy to reinforce need for compliance</li> </ul>	<ul style="list-style-type: none"> <li>• Safety Assurance</li> <li>• Line Manager</li> <li>• Maintenance Manager</li> </ul>

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# Appendix F: Prioritized Safety Risk Log

## SHORELINE METRO PRIORITIZED SAFETY RISK LOG

This form is used to organize identified safety risks facing Shoreline Metro. The log should be updated frequently to demonstrate continual progress towards risk reduction through mitigation strategies. A timeline is used to highlight projected completion dates. [Blue text is a sample entry]

**Completed by: Derek Muench/Bud Schultz** | **Last Updated: July 1, 2024**

Priority	Risk Description	Planned Mitigation Strategies	Outcomes of Planned Mitigation Strategies	Responsible Staff	Timeline	
1 [SAMPLE]	Non-compliance with agency maintenance protocol	<ul style="list-style-type: none"> <li>• Introduce compliance monitoring</li> <li>• Effective supervision including work compliance assessment</li> <li>• Competency assessments</li> <li>• Maintenance policy to reinforce need for compliance</li> </ul>		<ul style="list-style-type: none"> <li>• Safety Assurance</li> <li>• Line Manger</li> <li>• Maintenance Manager</li> </ul>	<ul style="list-style-type: none"> <li>• Begin January 2020</li> <li>• Complete August 2020</li> </ul>	Open
2						
3						
4						
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6						
7						
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9						
10						

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# Appendix G: Safety Performance Matrix

## APPENDIX G SHORELINE METRO SAFETY PERFORMANCE MATRIX

This form allows Shoreline Metro to organize, monitor, and evaluate identified safety goals and objectives/outcomes.

**Completed by: Derek Muench/Bud Schultz** | **Last Updated: August 5, 2024**

**GOAL 1: SMS TO REDUCE CASUALTIES/OCCURRENCES**  
 Shoreline Metro will utilize a safety management systems framework to identify safety hazards, mitigate risk and reduce casualties and occurrences resulting from transit operations.

OBJECTIVE/OUTCOME	METRICS	BASELINES	TARGETS
Reduce the number of reportable fatalities	Total number of reportable fatalities	Average Reportable Fatalities: 2019 – 2023: Fixed-Route = 0.0 Paratransit = 0.0	2024 number of reportable fatalities targets: Fixed-Route = 0.0 Paratransit = 0.0
	Rate of reportable fatalities per 100,000 vehicle revenue miles	Rate of Reportable Fatalities: 2019 – 2023: Fixed-Route = 0.000 Paratransit = 0.000	2024 rate of reportable fatalities targets: Fixed-Route = 0.000 Paratransit = 0.000
Reduce the number of reportable injuries	Total number of reportable injuries	Average Reportable Injuries: 2019 – 2023: Fixed-Route = 0.2 Paratransit = 0.0	2024 number of reportable injuries targets: Fixed-Route = 0.2 Paratransit = 0.0
	Rate of reportable injuries per 100,000 vehicle revenue miles	Rate of Reportable Injuries: 2019 – 2023: Fixed-Route < 0.001 Paratransit = 0.000	2024 rate of reportable injuries targets: Fixed-Route < 0.001 Paratransit = 0.000
Reduce the number of reportable safety events	Total number of reportable safety events	Average Reportable Safety Events: 2019 – 2023: Fixed-Route = 28.2 Paratransit = 8.0	2024 number of reportable safety event targets: Fixed-Route = 26.8 Paratransit = 7.6
	Rate of reportable safety events per 100,000 vehicle revenue miles	Rate of Reportable Safety Events: 2019 – 2023: Fixed-Route = < 0.001 Paratransit < 0.001	2024 rate of reportable safety event targets: Fixed-Route < 0.001 Paratransit < 0.001
Reduce mean distance between major mechanical failures	Average distance between major mechanical failures (Miles)	Average Distance Between Major Mechanical Failures: 2019 – 2023 (Miles): Fixed-Route = 263,830 Paratransit = 728,843	2023 average distance between major mechanical failures: Fixed-Route = 546,478 (0) Paratransit = 148,722 (0)
Increase assessment and analysis of existing personnel, equipment, and procedures to identify and mitigate any potential safety hazards	Number of safety audits, inspections or assessments completed per specified period of time	Approximately 60 accident reviews, ride checks, safety audits, and facility inspections were completed in 2023.	Maintain monthly facility inspections, monthly safety incident reviews, driver ride checks (anonymous), annual hazardous communication review and as-needed personnel safety reviews.
Develop a corrective action plan and mitigation strategies to address identified hazards	Percent of corrective action strategies completed per specified period of time	Develop a corrective action plan and mitigation strategies to address identified hazards in the previous objective/outcome in 2021	Beginning in 2022, complete all preventable corrective action strategies identified in the plan each year

<b>GOAL 2: CULTURE</b>			
Shoreline Metro will foster agency-wide support for transit safety by establishing a culture where management is held accountable for safety and everyone in the organization takes an active role in securing transit safety.			
<b>OBJECTIVE/OUTCOME</b>	<b>METRICS</b>	<b>BASELINES</b>	<b>TARGETS</b>
Maintain a dedicated staff person as the Transit Agency Safety Officer to manage the agency's transit safety program	Number of years of transit safety experience	Have a Transit Agency Safety Officer with at least eight years of overall transit experience and at least two years of transit safety experience manage Shoreline Metro's transit safety program	Retain a Transit Agency Safety Officer with at least eight years of overall transit experience and at least two years of transit safety experience manage Shoreline Metro's transit safety program
Continue to hold regular transit safety meetings comprised of staff at varying levels, including executives, officers, managers, operators, and maintenance personnel	Number of meetings per specified period of time or number of additional meetings following each incident/occurrence	Hold meetings quarterly (or more frequently as needed)	Hold meetings quarterly (or more frequently as needed)
Increase the reporting of near miss occurrences and incidents that would otherwise go unreported	Number of near miss occurrences/incidents reported per specified passenger-miles traveled or per specified period of time	Near miss accidents must be reported as they occur to a dispatcher, supervisor or safety officer.	N/A – not measurable; drivers and staff required to report as they occur.
Continue to provide employee safety training opportunities and attendance	Number of employee safety training sessions completed per specified period of time	Training sessions were not held in 2021 due to the pandemic.	Hold training sessions quarterly (or more frequently as needed)
Continue distribution of safety material amongst employees and the general public	Number of manuals, newsletters, brochures, posters, or campaigns distributed per specified period of time	Safety materials are evaluated and provided as needed	Safety materials to be provided will be evaluated on an annual basis
<b>GOAL 3: SYSTEMS/EQUIPMENT:</b>			
Shoreline Metro will provide a safe and efficient transit operation by ensuring that all vehicles, equipment, and facilities are regularly inspected, maintained, and serviced as needed.			
<b>OBJECTIVE/OUTCOME</b>	<b>METRICS</b>	<b>BASELINES</b>	<b>TARGETS</b>
Continue scheduled preventative maintenance on revenue vehicles	Timeliness of preventative maintenance inspections on revenue vehicles completed per Federal Transit Administration (FTA) standards	Preventative maintenance inspections on revenue vehicles will be completed in accordance with FTA standards	Meet or exceed the FTA standards for preventative maintenance inspections on revenue vehicles
Continue scheduled preventative maintenance on equipment	Timeliness of preventative maintenance inspections on equipment per FTA standards	Preventative maintenance inspections on equipment will be completed in accordance with FTA standards	Meet or exceed the FTA standards for preventative maintenance inspections on equipment
Continue scheduled preventative maintenance on ADA equipment	Timeliness of preventative maintenance inspections on ADA equipment per FTA standards	Preventative maintenance inspections on ADA equipment will be completed in accordance with FTA standards	Meet or exceed the FTA standards for preventative maintenance inspections on ADA equipment
Continue scheduled preventative maintenance on facilities	Timeliness of preventative maintenance inspections and repairs on facilities	Preventative maintenance inspections will be completed regularly, with repairs made timely and in accordance with all FTA requirements	Preventative maintenance inspections will be completed regularly, with repairs made timely and in accordance with all FTA requirements

# Appendix H: Safety Performance Outline

## APPENDIX H

### SHORELINE METRO SAFETY PERFORMANCE OUTLINE

This form allows Shoreline Metro to organize, monitor, and evaluate identified safety goals and objectives/outcomes.

Completed by: Derek Muench/Bud Schultz

Last Updated: August 5, 2024

#### GOAL 1: SMS TO REDUCE CASUALTIES/OCCURRENCES

Shoreline Metro will utilize a safety management systems framework to identify safety hazards, mitigate risk and reduce casualties and occurrences resulting from transit operations.

1. Objective/Outcome:

Reduce the number of reportable fatalities

- a. *Metric: Number and rate (per 100,000 vehicle revenue miles) of reportable fatalities*
- b. *Baseline: Average reportable fatalities: 2019 – 2023: Fixed-Route = 0.0, Paratransit = 0.0  
Rate of reportable fatalities: 2019 – 2023: Fixed-Route = 0.000, Paratransit = 0.000*
- c. *Targets: Maintain average reportable fatalities for both fixed-route and paratransit at 0.0, and maintain the rate of reportable fatalities for both fixed-route and paratransit at 0.000*

2. Objective/Outcome:

Reduce the number of reportable injuries

- a. *Metric: Number and rate (per 100,000 vehicle revenue miles) of reportable injuries*
- b. *Baseline: Average reportable injuries: 2019 – 2023: Fixed-Route = 0.2, Paratransit = 0.0  
Rate of reportable injuries: 2019 – 2023: Fixed-Route = < 0.001, Paratransit = 0.000*
- c. *Targets: Maintain average reportable injuries and the rate of reportable injuries at the low 2019 – 2023 levels for both fixed-route and paratransit.*

3. Objective/Outcome:

Reduce the number of reportable safety events

- a. *Metric: Number and rate (per 100,000 vehicle revenue miles) of reportable safety events*
- b. *Baseline: Average reportable safety events: 2019 – 2023: Fixed-Route = 28.2, Paratransit = 8.0  
Rate of reportable safety events: 2019 – 2023: Fixed-Route < 0.001, Paratransit < 0.001*
- c. *Targets: Reduce average reportable safety events by 5 percent over 2019 – 2023 levels (Fixed-Route = 26.8, Paratransit = 7.6), but maintain the rate of reportable safety events at the low 2019 – 2023 levels for both fixed-route and paratransit.*

4. Objective/Outcome:

Reduce mean distance between major mechanical failures

- a. *Metric: Average distance between major mechanical failures (Miles)*
- b. *Baseline: Average distance between major mechanical failures: 2019 – 2023 (Miles):  
Fixed Route = 96,291, Paratransit = 351,586*
- c. *Targets: Increase the average distance between major mechanical failures by 5 percent over 2019 - 2023 levels (Fixed-Route = 101,105, Paratransit = 369,165)*

5.

6. Objective/Outcome:

Increase assessment and analysis of existing personnel, equipment, and procedures to identify and mitigate any potential safety hazards

- a. *Metric: Number of safety audits, inspections or assessments completed per specified period of time*
- b. *Baseline: Approximately 30 safety audits, inspections or assessments were completed in 2023*
- c. *Target: Complete approximately 60 safety audits, inspections, or assessments in 2023*

7. Objective/Outcome

Develop a corrective action plan and mitigation strategies to address identified hazards

- a. *Metric: Percent of corrective action strategies completed per specified period of time*
- b. *Baseline: Develop a corrective action plan and mitigation strategies to address identified hazards in the previous objective/outcome in 2023*
- c. *Target: Beginning in 2023, complete all preventable corrective action strategies identified in the plan each year*

**GOAL 2: CULTURE**

**Shoreline Metro will foster agency-wide support for transit safety by establishing a culture where management is held accountable for safety and everyone in the organization takes an active role in securing transit safety.**

1. Objective/Outcome:

Maintain a dedicated staff person as the Transit Agency Safety Officer to manage the agency's transit safety program

- a. *Metric: Number of years of transit safety experience*
- b. *Baseline: Have a Transit Agency Safety Officer with at least eight years of overall transit experience and at least two years of transit safety experience manage Shoreline Metro's transit safety program*
- c. *Target: Have a Transit Agency Safety Officer with at least eight years of overall transit experience and at least two years of transit safety experience manage Shoreline Metro's transit safety program*

2. Objective/Outcome:

Continue to hold regular transit safety meetings comprised of staff at varying levels, including executives, officers, managers, operators, and maintenance personnel

- a. *Metric: Number of meetings per specified period of time or number of additional meetings following each incident/occurrence*
- b. *Baseline: Hold meetings quarterly (or more frequently as needed)*
- c. *Target: Hold meetings quarterly (or more frequently as needed)*

3. Objective/Outcome:

Increase the reporting of near miss occurrences and incidents that would otherwise go unreported

- a. *Metric: Number of near miss occurrences/incidents reported per specified passenger-miles traveled or per specified period of time*
- b. *Baseline: Not collected at this time; will be collected for the first time over calendar year 2023 and will be reported in a future PTASP*
- c. *Target: Target will be established beginning with the 2023 PTASP*

4. Objective/Outcome:

Continue to provide employee safety training opportunities and attendance

- a. *Metric: Number of employee safety training sessions completed per specified period of time*
- b. *Baseline: Training sessions were not held in 2021 due to the pandemic*
- c. *Target: Hold training sessions quarterly (or more frequently as needed)*

5. Objective/Outcome:

Continue distribution of safety material amongst employees and the general public

- a. *Metric: Number of manuals, newsletters, brochures, posters, or campaigns distributed per specified period of time*
- b. *Baseline: Safety materials are evaluated and provided as needed.*
- c. *Target: Safety materials to be provided will be evaluated on an annual basis.*

**GOAL 3: SYSTEMS/EQUIPMENT:**

**Shoreline Metro will provide a safe and efficient transit operation by ensuring that all vehicles, equipment, and facilities are regularly inspected, maintained, and serviced as needed.**

1. Objective/Outcome:

Continue scheduled preventative maintenance on revenue vehicles

- a. *Metric: Timeliness of preventative maintenance inspections on revenue vehicles completed per Federal Transit Administration (FTA) standards*
- b. *Baseline: Preventative maintenance inspections on revenue vehicles will be completed in accordance with FTA standards*
- c. *Target: Meet or exceed the FTA standards for preventative maintenance inspections on revenue vehicles*

2. Objective/Outcome

Continue scheduled preventative maintenance on equipment

- a. *Metric: Timeliness of preventive maintenance inspections on equipment per FTA standards*
- b. *Baseline: Preventative maintenance inspections on equipment will be completed in accordance with FTA standards*
- c. *Target: Meet or exceed the FTA standards for preventative maintenance inspections on equipment*

3. Objective/Outcome

Continue scheduled preventative maintenance on ADA equipment

- a. *Metric: Timeliness of preventative maintenance inspections on ADA equipment per FTA standards*
- b. *Baseline: Preventative maintenance inspections on ADA equipment will be completed in accordance with FTA standards*
- c. *Target: Meet or exceed the FTA standards for preventative maintenance inspections on ADA equipment*

4. Objective/Outcome

Continued scheduled preventative maintenance on facilities

- a. *Metric: Timeliness of preventative maintenance inspections and repairs on facilities*
- b. *Baseline: Preventative maintenance inspections will be completed regularly, with repairs made timely and in accordance with all FTA requirements*
- c. *Target: Preventative maintenance inspections will be completed regularly, with repairs made timely and in accordance with all FTA requirements*



# PTASP Acknowledgment Form

---

I acknowledge that I have received a copy of the Shoreline Metro Public Transportation Agency Safety Plan on the date indicated below. I understand that I am responsible for being familiar with and complying with the policies of the City of Sheboygan and Shoreline Metro.

I agree it is my responsibility to speak to a Supervisor immediately, if I have questions or need clarification.

---

Print Employee Name

---

Signature of Employee

---

Date



Prepared by:  
Bay-Lake Regional Planning Commission  
1861 Nimitz Drive  
De Pere, WI 54115

**Staff**

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Lydia Semo,  
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Administrative Assistant

Bryce Thompson  
Planning Assistant



**Commissioners**

**Brown County**

Vacant

**Door County**

Vacant

**Florence County**

Larry Neuens

Edwin Kelley

Rich Wolosyn

**Kewaunee County**

Tom Romdenne

Stan Johnson

Debra Noel

**Manitowoc County**

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\*\*\*Daniel Koski

**Marinette County**

\*\*\*\*Ann Hartnell

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Michael Kunesh

**Oconto County**

Dennis Kroll

Terry Brazeau

Karl Ballestad

**Sheboygan County**

Ed Procek

\*\*Mike Hotz

Ryan Sorenson

\*Project Contributors

\*\*Chairperson

\*\*\*Vice-Chairperson

\*\*\*\*Secretary/Treasurer





**CITY OF SHEBOYGAN  
R. O. 96-24-25**

**BY CITY CLERK.**

**JANUARY 6, 2025.**

Submitting a Summons and Complaint in the matter of BankUnited N.A. vs. Joseph P. Champeau et al.

FILED  
12-05-2024

Item 13.

**STATE OF WISCONSIN    CIRCUIT COURT    SHEBOYGAN**

**BankUnited N.A. vs. Joseph P. Champeau et al**

**Electronic Filing  
Notice**

**Sheboygan County  
Clerk of Circuit Court  
2024CV000714  
Honorable Natasha Torry  
Branch 2**

**Case No. 2024CV000714  
Class Code: Foreclosure of Mortgage**

**CITY OF SHEBOYGAN  
C/O ELIZABETH MAJERUS  
828 CENTER AVE., SUITE 210  
SHEBOYGAN WI 53081**

*[Handwritten Signature]*  
*12/16/24 8:37am*

Case number 2024CV000714 was electronically filed with/converted by the Sheboygan County Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

Parties who register as electronic parties can file, receive and view documents online through the court electronic filing website. A document filed electronically has the same legal effect as a document filed by traditional means. Electronic parties are responsible for serving non-electronic parties by traditional means.

You may also register as an electronic party by following the instructions found at <http://efiling.wicourts.gov/> and may withdraw as an electronic party at any time. There is a fee to register as an electronic party. This fee may be waived if you file a Petition for Waiver of Fees and Costs Affidavit of Indigency (CV-410A) and the court finds you are indigent under §814.29, Wisconsin Statutes.

If you are not represented by an attorney and would like to register an electronic party, you will need to enter the following code on the eFiling website while opting in as an electronic party.

**Pro Se opt-in code: 9ba30d**

Unless you register as an electronic party, you will be served with traditional paper documents by other parties and by the court. You must file and serve traditional paper documents.

Registration is available to attorneys, self-represented individuals, and filing agents who are authorized under Wis. Stat. 799.06(2). A user must register as an individual, not as a law firm, agency, corporation, or other group. Non-attorney individuals representing the interests of a business, such as garnishees, must file by traditional means or through an attorney or filing agent. More information about who may participate in electronic filing is found on the court website.

If you have questions regarding this notice, please contact the Clerk of Circuit Court at 920-459-3068.

**Sheboygan County Circuit Court  
Date: December 6, 2024**

FILED  
12-05-2024

Item 13.

Sheboygan County  
Clerk of Circuit Court  
2024CV000714  
Honorable Natasha Torry  
Branch 2

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN COUNTY

BankUnited N.A.  
c/o Carrington Mortgage Services, LLC  
1600 South Douglass Road Suite 200-A  
Anaheim, CA 92806

Plaintiff

vs.

Case Number:  
FORECLOSURE CASE CODE -  
30404

**COMPLAINT**

Joseph P. Champeau  
1821 S. 15th Street  
Sheboygan, WI 53081

City of Sheboygan  
c/o Elizabeth Majerus, Assistant City Attorney  
828 Center Ave., Suite 210  
Sheboygan, WI 53081

Wisconsin Department of Revenue  
c/o Attorney General  
114 E. State Capitol  
Madison, WI 53708

Defendant

THE STATE OF WISCONSIN TO EACH DEFENDANT NAMED ABOVE:

NOW COMES the Plaintiff, BankUnited N.A., by and through its attorneys, Randall S. Miller & Associates, LLC, as and for a Complaint against the Defendants, pleads as follows:

1. The Plaintiff is the current holder of a certain note and mortgage on real estate located in Sheboygan County, Wisconsin. A true copy of the note is attached as **Exhibit A** and is incorporated by reference. A true copy of the mortgage is attached hereto as **Exhibit B** and is incorporated by reference.
2. The Defendant Mortgagor is a competent adult who, upon information and belief, resides at 1821 S. 15th Street, Sheboygan, WI 53081 (hereinafter "Property").
3. The mortgaged real estate is owned of record by Defendant Mortgagor Joseph P. Champeau.
4. On or about December 24, 2009, the Mortgagor executed and delivered to Bank of America, N.A., a Note in writing dated that date and thereby promised to pay the principal balance of \$83,942.00 plus interest payable in accordance with the terms and provisions of said note. Plaintiff is the current holder of said note.
5. That to secure the indebtedness, the mortgagor duly executed a mortgage to Mortgage Electronic Registration Systems, Inc., solely as nominee for Bank of America, N.A., which mortgage was

dated on December 24, 2009, and recorded in the Office of the Register of Deeds for Sheboygan County on January 5, 2010, as Document No. 1893913.

6. The mortgage was subsequently assigned to BankUnited N.A., by an assignment dated November 29, 2021, recorded on December 1, 2021, as Document No. 2127470. A true copy of said assignment is attached as **Exhibit C**.
7. That this foreclosure action brought pursuant to Chapter 846 of the Wisconsin Statutes, involves real property located in Sheboygan County, Wisconsin and legally described as follows:

**The following real estate, together with the rents, profits, fixtures and other appurtenant interests, in Sheboygan County, State of Wisconsin ("Property"):**

**Lot Five (5), Block Ten (10), according to the recorded plat of Assessment Subdivision No. 18, in the City of Sheboygan, Sheboygan County, Wisconsin.  
Commonly known as: 1821-1821A S. 15th Street, Sheboygan, WI 53081  
TAX ID: 59281402390**

8. The Mortgagor defaulted under the terms and conditions of the Note by failing to pay the monthly payments as they became due and the Plaintiff has declared the total amount immediately due and payable as provided in the Note and Mortgage. The following amounts are currently due, and the mortgage payments are due for August 1, 2024:

Principal Balance:	\$58,157.71
Interest Due:	\$ 1,211.60
Late Charges:	\$ 72.08
Escrow Balance:	\$ 165.77
Property Inspections:	\$ 90.00
Recording Fees:	\$ 30.00
<u>Attorney Fees:</u>	<u>\$ 1,195.00</u>
<b>TOTAL:</b>	<b>\$60,922.16</b>

9. The amount due continues to vary from day to day due to additional late charges, fees, costs and interest. Interest is accruing at the rate of 5.00000% per annum. The daily per diem is \$8.08.
10. That by reason of the aforesaid default on the part of the defendants, a notice of acceleration was given to defendants in compliance with the terms of the mortgage and note herein.
11. The plaintiff has declared the indebtedness immediately due and payable by reason of the default in the payments and has directed that foreclosure proceedings be initiated.
12. The mortgaged premises is a parcel of land with 20 acres or less; with a one to four family residence thereon which is the homestead of the defendant(s) and cannot be sold in parcels without injury to the interests of the parties.
13. The Plaintiff has elected to proceed with foreclosure pursuant to Section 846.101 of the Wisconsin Statutes, with the foreclosure and sale to be held after the expiration of six (6) months from the date the Judgment is entered, unless the Property is determined abandoned under Section 846.102. **Plaintiff waives any deficiency judgment.**
14. Names of other persons who are joined as defendants and whose interest in or lien on the mortgaged

real estate is sought to be terminated and alleged to be subordinate and inferior to the mortgage of the Plaintiff:

**City of Sheboygan**, by virtue of the Judgment for Money dated January 26, 2023 and docketed September 14, 2022 as case number 2023JT000022 in the office of the Sheboygan County Clerk of Circuit Court, in the sum of \$691.00, plus costs and interest, if any.

**City of Sheboygan**, by virtue of the Judgment for Money dated January 26, 2023 and docketed September 14, 2022 as case number 2023TJ000021 in the office of the Sheboygan County Clerk of Circuit Court, in the sum of \$250.00, plus costs and interest, if any.

**City of Sheboygan**, by virtue of the Judgment for Money dated January 26, 2023 and docketed May 11, 2022 as case number 20023TJ000020 in the office of the Sheboygan County Clerk of Circuit Court, in the sum of \$250.00, plus costs and interest, if any.

**City of Sheboygan**, by virtue of the Judgment for Money dated January 26, 2023 and docketed May 11, 2022 as case number 2023TJ000019 in the office of the Sheboygan County Clerk of Circuit Court, in the sum of \$691.00, plus costs and interest, if any.

**City of Sheboygan**, by virtue of the Judgment for Money dated January 26, 2023 and docketed August 17, 2022 as case number 2023TJ000018 in the office of the Sheboygan County Clerk of Circuit Court, in the sum of \$98.80, plus costs and interest, if any.

**City of Sheboygan**, by virtue of the Judgment for Money dated January 26, 2023 and docketed February 23, 2022 as case number 2023TJ000017 in the office of the Sheboygan County Clerk of Circuit Court, in the sum of \$691.00, plus costs and interest, if any.

**City of Sheboygan**, by virtue of the Judgment for Money dated January 26, 2023 and docketed October 6, 2021 as case number 2023TJ000016 in the office of the Sheboygan County Clerk of Circuit Court, in the sum of \$691.00, plus costs and interest, if any.

**Wisconsin Department of Revenue**, by virtue of the Judgment for Money dated May 31, 2024 and docketed November 14, 2024 as case number 2024TW000411 in the office of the Sheboygan County Clerk of Circuit Court, in the sum of \$13,787.99, plus costs and interest, if any.

WHEREFORE, Plaintiff demands as follows:

1. For the foreclosure and sale of the Property in accordance with Section 846.101 of the Wisconsin Statutes with the foreclosure and sale to be held after the expiration of six (6) months from the date the Judgment is entered, unless the Property is determined abandoned under Section 846.102;
2. That the amount due to the plaintiff in principal and interest, late charges, taxes, insurance, costs, and attorney's fees be determined;
3. That the Judgment provides that all rights, title and interest that the defendant(s) and all persons claiming under them be barred from all rights in said premises, except the right to redeem before the sale as provided by law;
4. That the Defendants, Occupants, and all persons claiming under them, be enjoined from committing waste or doing any act that may impair the value of the mortgaged premises during the pendency

of the action;

5. That the plaintiff may take all necessary steps to secure and winterize the subject property in the event it is abandoned by the defendants and becomes unoccupied during the redemption period or until such time as this matter is concluded;
6. That plaintiff has such other and further relief as may be just and equitable.

Dated this 5th day of December 2024

Respectfully submitted,

Electronically signed by: *Electronically signed by Anthony Procaccio*

---

Anthony Procaccio, State Bar No. 1089887  
Randall S. Miller & Associates, LLC

Attorney for Plaintiff  
Randall S. Miller & Associates, LLC  
342 N. Water St., Suite 613  
Milwaukee, WI 53202  
P: (414) 927-5992  
F: (414) 921-5628  
Email: wisconsin@rsmalaw.com  
Our Case Number: 16WI00038-8



Prepared by: JENNIFER STRICKLAND

Wisconsin

NOTE

LOAN #: [REDACTED]

FHA Case No.  
WI5813799675703

DECEMBER 24, 2009  
[Date]

1821-1821A S. 15TH, SHEBOYGAN, WI 53081  
[Property Address]

1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means BANK OF AMERICA, N.A. and its successors and assigns.

2. BORROWER'S PROMISE TO PAY; INTEREST

In return for a loan received from Lender, Borrower promises to pay the principal sum of EIGHTY THREE THOUSAND NINE HUNDRED FORTY TWO and 00/100

Dollars (U.S. \$83,942.00), plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at the rate of FIVE percent ( 5.000 %) per year until the full amount of principal has been paid.

Solely for the purpose of computing interest, a monthly payment received by the Note Holder within 30 days prior to or after the date it is due will be deemed to be paid on such due date.

3. PROMISE TO PAY SECURED

Borrower's promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument." The Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

4. MANNER OF PAYMENT

(A) Time

Borrower shall make a payment of principal and interest to Lender on the first day of each month beginning on FEBRUARY 1ST, 2010. Any principal and interest remaining on the first day of JANUARY, 2040, will be due on that date, which is called the "Maturity Date."

(B) Place

Payment shall be made at P.O. Box 660694, Dallas, TX 75266-0694 or at such place as Lender may designate in writing by notice to Borrower.

(C) Amount

Each monthly payment of principal and interest will be in the amount of U.S. \$450.62. This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument.

(D) Allonge to this Note for payment adjustments

If an allonge providing for payment adjustments is executed by Borrower together with this Note, the covenants of the allonge shall be incorporated into and shall amend and supplement the covenants of this Note as if the allonge were a part of this Note. [Check applicable box]

Graduated Payment Allonge  Growing Equity Allonge  Other [specify]

5. BORROWER'S RIGHT TO PREPAY

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty, on the first day of any month. Lender shall accept prepayment on other days provided that Borrower pays interest on the amount prepaid for the remainder of the month to the extent required by Lender and permitted by regulations of the Secretary. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

6. BORROWER'S FAILURE TO PAY

(A) Late Charge for Overdue Payments

If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this Note, by the end of fifteen calendar days after the payment is due, Lender may collect a late charge in the amount of FOUR percent ( 4.000 %) of the overdue amount of each payment.

(B) Default

If Borrower defaults by failing to pay in full any monthly payment, then Lender may, except as limited by regulations of the Secretary in the case of payment defaults, require immediate payment in full of the principal balance remaining due and all accrued interest. Lender may choose not to exercise this option without waiving its rights in the event of any subsequent default. In many circumstances regulations issued by the Secretary will limit Lender's rights to require immediate payment in full in the case of payment defaults. This Note does not authorize acceleration when not permitted by HUD regulations. As used in this Note, "Secretary" means the Secretary of Housing and Urban Development or his or her designee.



CASE #

**(C) Payment of Costs and Expenses**

LOAN #:

If Lender has required immediate payment in full, as described above, Lender may require Borrower to pay costs and expenses including reasonable and customary attorneys' fees for enforcing this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

**7. WAIVERS**

Borrower and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require Lender to demand payment of amounts due. "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

**8. GIVING OF NOTICES**

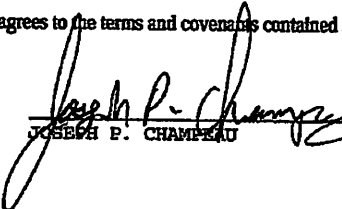
Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different address.

Any notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated in Paragraph 4(B) or at a different address if Borrower is given a notice of that different address.

**9. OBLIGATIONS OF PERSONS UNDER THIS NOTE**

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. Lender may enforce its rights under this Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all of the amounts owed under this Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Note.

  
\_\_\_\_\_  
JOSEPH P. CHAMPEAU (Seal)  
-Borrower

\_\_\_\_\_  
PAY TO THE ORDER OF (Seal)  
-Borrower

WITHOUT RECOURSE  
BANK OF AMERICA, N.A.

BY   
\_\_\_\_\_  
MICHELE SJLANDER (Seal)  
SENIOR VICE PRESIDENT -Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

[Sign Original Only]

ELLEN R. SCHLEICHER  
REGISTER OF DEEDS

RECORDING FEE: \$21.00  
TRANSFER FEE:  
EXEMPTION # NA

STAFF ID 5  
TRANS # 143936  
# OF PAGES: 6

### MORTGAGE

DOCUMENT NUMBER:

**NAME & RETURN ADDRESS:**

BANK OF AMERICA, N.A.  
ReconTrust Co./TX2-979-01-07  
P.O. Box 619003  
Dallas, TX 75261-9003

**PARCEL IDENTIFIER NUMBER:**

59281402390

[Space Above This Line For Recording Data]

[Redacted]  
[Case #]

[Redacted]

[Redacted]  
[Doc ID #]

FHA Case No.  
WIS813799675703

State of Wisconsin

MIN [Redacted]

THIS MORTGAGE ("Security Instrument") is given on DECEMBER 24, 2009 . The Mortgagor is JOSEPH P CHAMPEAU, A SINGLE PERSON

("Borrower"). This Security Instrument is given to Mortgage Electronic Registration Systems, Inc. ("MERS"), (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns), as mortgagee. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

BANK OF AMERICA, N.A.

("Lender") is organized and existing under the laws of THE UNITED STATES , and has an address of 101 South Tryon Street, Charlotte, NC 28255

Borrower owes Lender the principal sum of EIGHTY THREE THOUSAND NINE HUNDRED FORTY TWO and 00/100

Dollars (U.S. \$ 83,942.00 ). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on

JANUARY 01, 2040 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, with power of sale, the following described property located in SHEBOYGAN County, Wisconsin:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

FHA Wisconsin Mortgage with MERS - 4/96

MERS FHA Mortgage-WI  
2004N-WI (11/07)(d/i)



CASE #:

DOC ID #

which has the address of

1821-1821A S. 15TH, SHEBOYGAN  
[Street, City]

Wisconsin

53081  
[Zip Code]

("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument; but, if necessary to comply with law or custom, MERS, (as nominee for Lender and Lender's successors and assigns), has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing or canceling this Security Instrument.

**BORROWER COVENANTS** that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

**THIS SECURITY INSTRUMENT** combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Borrower and Lender covenant and agree as follows:

**UNIFORM COVENANTS.**

**1. Payment of Principal, Interest and Late Charge.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

**2. Monthly Payment of Taxes, Insurance and Other Charges.** Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 *et seq.* and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

**3. Application of Payments.** All payments under paragraphs 1 and 2 shall be applied by Lender as follows:  
**First**, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

**Second**, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

**Third**, to interest due under the Note;

**Fourth**, to amortization of the principal of the Note; and

**Fifth**, to late charges due under the Note.

**4. Fire, Flood and Other Hazard Insurance.** Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

CASE #:

DOC ID #:

**5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

**6. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

**7. Charges to Borrower and Protection of Lender's Rights in the Property.** Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

**8. Fees.** Lender may collect fees and charges authorized by the Secretary.

**9. Grounds for Acceleration of Debt.**

(a) **Default.** Lender may, except as limited by regulations issued by the Secretary, in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
- (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) **Sale Without Credit Approval.** Lender shall, if permitted by applicable law (including Section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and
- (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) **Mortgage Not Insured.** Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

**10. Reinstatement.** Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to

CASE #:

DOC ID #:

bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. **Successors and Assigns Bound; Joint and Several Liability; Co-Signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. **Governing Law; Severability.** This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

15. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

16. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

17. **Assignment of Rents.** To the extent permitted by applicable law, Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

18. **Foreclosure Procedure.** If Lender requires immediate payment in full under paragraph 9, Lender may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give notice of sale in the manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. Lender shall publish the notice of sale, and the Property shall be sold in the manner prescribed by applicable law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including,

CASE #:

DOC ID #:

but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the clerk of the circuit court of the county in which the sale is held.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

19. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

20. Accelerated Redemption Periods. If (a) the Property is 20 acres or less in size, (b) Lender in an action to foreclose this Security Instrument waives all right to a judgment for deficiency and (c) Lender consents to Borrower's remaining in possession of the Property, then the sale of the Property may be 6 months from the date the judgment is entered if the Property is owner-occupied at the time of the commencement of the foreclosure action. If conditions (b) and (c) above are met and the Property is not owner-occupied at the time of the commencement of the foreclosure action, then the sale of the Property may be 3 months from the date the judgment is entered. In any event, if the Property has been abandoned, then the sale of the Property may be 2 months from the date the judgment is entered.

21. Attorneys' Fees. If this Security Instrument is subject to Chapter 428 of the Wisconsin Statutes, "reasonable attorneys' fees" shall mean only those attorneys' fees allowed by that Chapter.

22. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)].

- Condominium Rider
- Growing Equity Rider
- Other [specify]
- Planned Unit Development Rider
- Graduated Payment Rider

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

*Joseph P. Champeau*  
\_\_\_\_\_  
JOSEPH P. CHAMPEAU (Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

STATE OF WISCONSIN, *Sheboygan* County ss:  
The foregoing instrument was acknowledged before me this *21th* day of *December* 2009  
by *Joseph P. Champeau*

My Commission Expires: *August 8, 2010*  
*Yvonne Westerkansen*  
Notary Public, State of Wisconsin

This instrument was prepared by:  
JENNIFER STRICKLAND  
BANK OF AMERICA, N.A.  
1305 MALL OF GEORGIA BL. #200, BUFORD, GA 30519



EXHIBIT A

THE FOLLOWING REAL ESTATE, TOGETHER WITH THE RENTS,  
PROFITS, FIXTURES AND OTHER APPURTENANT INTERESTS, IN  
SHEBOYGAN COUNTY, STATE OF WISCONSIN ("PROPERTY"):

LOT FIVE (5), BLOCK TEN (10), ACCORDING TO THE RECORDED  
PLAT OF ASSESSMENT SUBDIVISION NO. 18, IN THE CITY OF  
SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.

TAX MAP OR PARCEL ID NO.: 59281402390 ADDRESS: 1821-1821A  
S. 15TH; SHEBOYGAN, WI 53081



# EXHIBIT C

Item 13.

**2127470**  
**SHEBOYGAN COUNTY, WI**  
 RECORDED ON  
**12/01/2021 04:10 PM**  
**ELLEN R. SCHLEICHER**  
**REGISTER OF DEEDS**  
**RECORDING FEE: 30.00**  
**TRANSFER FEE:**  
**EXEMPTION #**  
 Cashier ID: 3  
**PAGES: 2**

Assignment of Mortgage

<p>RSMA Case # 16WID0038-4</p> <p><small>This information must be completed by submitter: document title, name &amp; return address, and PIN (if required). Other information such as granting clauses, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes, 59.43(2m). USE BLACK INK. WRDA 5/1999</small></p>	<p><b>Recording Area</b></p> <hr/> <p><b>Name and Return Address</b></p> <p>Randall S. Miller &amp; Associates, LLC          120 N. LaSalle, Ste. 1140          Chicago IL 60602</p>
	<p><b>59281402390</b></p> <hr/> <p><b>Parcel Identification Number (PIN)</b></p>

ASSIGNMENT OF MORTGAGE

16WI00038-4

KNOW ALL MEN BY THESE PRESENTS: That Carrington Mortgage Services, LLC, for an in consideration of the sum of One Dollar (\$1.00), lawful money of the United States of America, to it in hand paid by:

BankUnited N.A., the Assignee, whose address is c/o Carrington Mortgage Services, LLC, 1600 South Douglass Road, Suite 200-A, Anaheim, CA 92806, the receipt whereof is hereby acknowledged, has assigned, and transferred, and hereby does assign and transfer to the said Assignee, all its right, title, and interest in and to a certain real estate mortgage, dated December 24, 2009, made by Joseph P Champeau, A single person to Mortgage Electronic Registration Systems, Inc., solely as nominee for Bank Of America, N.A., recorded January 5, 2010 in Sheboygan County Records as Document Number 1893913, covering land situated in the City of Sheboygan, Sheboygan County, State of WI, described as:

The following real estate, together with the rents, profits, fixtures and other appurtenant interests, in Sheboygan County, State of Wisconsin ("Property"):

Lot Five (5), Block Ten (10), according to the recorded plat of Assessment Subdivision No. 18, in the City of Sheboygan, Sheboygan County, Wisconsin.

Tax ID: 59281402390
Commonly known as: 1821-1821A S. 15th, Sheboygan, WI 53081

Dated this 29 day of November, 2021 Carrington Mortgage Services, LLC

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

By: [Signature] NOV 29 2021
Its: Veronica Robles
Default Supervisor

STATE OF CALIFORNIA }

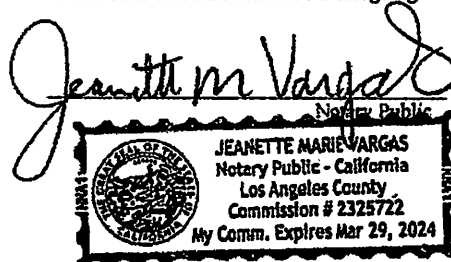
COUNTY OF ORANGE }

On NOV 29 2021 before me Jeanette Marie Vargas Notary Public
personally appeared Veronica Robles who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Drafted by & when recorded return to:
La Pet Lee
Randall S. Miller & Associates, LLC
342 N. Water Street, Suite 613,
Milwaukee, WI 53202



**2080348**  
**SHEBOYGAN COUNTY, WI**  
 RECORDED ON  
**10/15/2019 10:16 AM**  
**ELLEN R. SCHLEICHER**  
**REGISTER OF DEEDS**  
**RECORDING FEE: 30.00**  
**TRANSFER FEE:**  
**EXEMPTION #**  
**Cashier ID: 8**  
**PAGES: 2**

Assignment of Mortgage

<p>RSMA Case # 16WI00038-3</p> <p><small>This information must be completed by submitter: document title, name &amp; return address, and PIN (if required). Other information such as granting clauses, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes, 59.43(2m). USE BLACK INK. WRDA 5/1999</small></p>	<p><b>Recording Area</b></p> <hr/> <p><b>Name and Return Address</b></p> <p>Randall S. Miller &amp; Associates, LLC          120 N. LaSalle, Ste. 1140          Chicago IL 60602</p>
	<p><b>59281402390</b></p> <hr/> <p><b>Parcel Identification Number (PIN)</b></p>
	<p> </p>

ASSIGNMENT OF MORTGAGE

16WI00038-3

KNOW ALL MEN BY THESE PRESENTS: That the BankUnited, N.A., for an in consideration of the sum of One Dollar (\$1.00), lawful money of the United States of America, to it in hand paid by:

Carrington Mortgage Services, LLC, the Assignee, whose address is c/o Carrington Mortgage Services, LLC, 1600 South Douglass Road, Suite 200-A, Anaheim, CA 92806, the receipt whereof is hereby acknowledged, has assigned, and transferred, and hereby does assign and transfer to the said Assignee, all its right, title, and interest in and to a certain real estate mortgage, dated December 24, 2009, made by Joseph P Champeau, A single person to Mortgage Electronic Registration Systems, Inc., solely as nominee for Bank Of America, N.A., recorded January 5, 2010 in Sheboygan County Records as Document Number 1893913, covering land situated in the City of Sheboygan, Sheboygan County, State of WI, described as:

The following real estate, together with the rents, profits, fixtures and other appurtenant interests, in Sheboygan County, State of Wisconsin ("Property"):

Lot Five (5), Block Ten (10), according to the recorded plat of assessment Subdivision No. 18, in the City of Sheboygan, Sheboygan County, Wisconsin.

Tax ID: 59281402390
Commonly known as: 1821-1821A S. 15th, Sheboygan, WI 53081

Dated this 10 day of October, BankUnited, N.A. by Carrington Mortgage Services, LLC as Attorney-in-Fact

By: [Signature]
Its: Magda Awad
Default Supervisor-Foreclosure

STATE OF CALIFORNIA }

COUNTY OF ORANGE )

On OCT 10 2019 before me Tricia L. Cannon
personally appeared Magda Awad who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

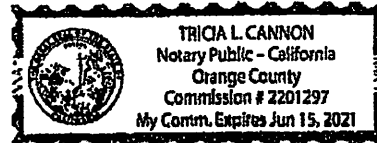
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

[Signature]
Notary Public

Tricia L. Cannon

Drafted by & when recorded return to:
La Pet Lee
Randall S. Miller & Associates, LLC
342 N. Water Street, Suite 613
Milwaukee, WI 53202



**2069460**  
**SHEBOYGAN COUNTY, WI**  
**RECORDED ON**  
**03/01/2019 09:38 AM**  
**ELLEN R. SCHLEICHER**  
**REGISTER OF DEEDS**  
**RECORDING FEE: 30.00**  
**TRANSFER FEE:**  
**EXEMPTION #**  
**Cashier ID: 9**  
**PAGES: 2**

Assignment of Mortgage

<p>RSMA Case # 16W100038-2</p> <p><small>This information must be completed by submitter: document title, name &amp; return address, and PIN (if required). Other information such as granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes, §9.47(2m). USE BLACK INK. WRSJA 5/1999</small></p>	<p><b>Recording Area</b></p> <hr/> <p><b>Name and Return Address</b></p> <p>Randall S. Miller &amp; Associates, LLC          120 N. LaSalle, Ste. 1140          Chicago IL 60602</p>
	<p><b>59281402390</b></p> <hr/> <p><b>Parcel Identification Number (PIN)</b></p>

ASSIGNMENT OF MORTGAGE

16WI00038-2

KNOW ALL MEN BY THESE PRESENTS: That the Carrington Mortgage Services, LLC, for an in consideration of the sum of One Dollar (\$1.00), lawful money of the United States of America, to it in hand paid by: BankUnited N.A., the Assignee, whose address is c/o Carrington Mortgage Services, LLC, 1600 South Douglass Road, Suite 200-A, Anaheim, CA 92806, the receipt whereof is hereby acknowledged, has assigned, and transferred, and hereby does assign and transfer to the said Assignee, all its right, title, and interest in and to a certain real estate mortgage, dated December 24, 2009, made by Joseph P Champeau, A single person to Mortgage Electronic Registration Systems, Inc. acting solely as nominee for Bank Of America, N.A., recorded January 5, 2010 in Sheboygan County Records as Document Number 1893913, covering land situated in the City of Sheboygan, Sheboygan County, State of WI, described as:

The following real estate, together with the rents, profits, fixtures and other appurtenant interests, in Sheboygan County, State of Wisconsin ("Property"):

Lot Five (5), Block Ten (10), according to the recorded plat of assessment Subdivision No. 18, in the City of Sheboygan, Sheboygan County, Wisconsin.

Tax ID: 59281402390  
Commonly known as: 1821-1821A S. 15th, Sheboygan, WI 53081

Dated this 13 day of February 2019 Carrington Mortgage Services, LLC

By: [Signature]  
Its: Magda Awad  
Default Supervisor-Foreclosure

STATE OF CALIFORNIA }

COUNTY OF ORANGE }

On FEB 13 2019 before me Tricia L. Cannon  
personally appeared Magda Awad who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

[Signature]  
Notary Public

Drafted by & when recorded return to  
La Pet Lee  
Randall S. Miller & Associates, LLC  
120 North LaSalle Street, Suite 1140  
Chicago, IL 60602



Item 13.

3/28/16

Assignment of Mortgage

Document Date

Document Title:



2025169

SHEBOYGAN COUNTY, WI

RECORDED ON

08/08/2016 3:59 PM

ELLEN R. SCHLEICHER

REGISTER OF DEEDS

RECORDING FEE: 30.00

EXEMPTION #

Cashier ID: 5

PAGES: 3

Recording Area

Name and Return Address

Orion Financial Group Inc  
2860 Exchange Blvd Ste 100  
Southlake, TX 76092

*env*

Parcel ID: 59281402390

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

CARRINGTON MORTGAGE SERVICES LLC.,  
1600 SOUTH DOUGLASS ROAD  
SUITE 200-A  
ANAHEIM, CA 92806  
ATTN: COLLATERAL DEPT

Ln# [REDACTED] SPACE ABOVE THIS LINE FOR RECORDER'S USE

### Assignment of Mortgage

Date of Assignment: MAR 28 2016

Assignor: BANK OF AMERICA, N.A. s/b/m/ BAC Home Loans Servicing, LP f/k/a Countrywide Home Loans Servicing LP.

Assignee: CARRINGTON MORTGAGE SERVICES, LLC

Executed By: JOSEPH P CHAMPEAU To BANK OF AMERICA, N.A Date of Mortgage: 12/24/2009 Recorded 1/5/2010 in Book/Reel/Liber: N/A Page: N/A as Instrument/CFN No.: 1893913 in Official Records of the SHEBOYGAN County/Parish/Township, State of WI

Property Address: ~~1821 S 15<sup>TH</sup> UNIT 1021A~~ AS SHEBOYGAN WI 53081-5731  
1821-1821A S. 15<sup>th</sup>

Legal description attached as exhibit A

THE FOLLOWING REAL ESTATE, TOGETHER WITH THE RENTS, PROFITS, FIXTURES AND OTHER APPURTENANT INTERESTS, IN SHEBOYGAN COUNTY, STATE OF WISCONSIN ("PROPERTY"):

LOT FIVE (5), BLOCK TEN (10), ACCORDING TO THE RECORDED PLAT OF ASSESSMENT SUBDIVISION NO. 18, IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.

TAX MAP OR PARCEL ID NO.: 59281402390 ADDRESS: 1821-1821A S. 15TH; SHEBOYGAN, WI 53081

KNOW ALL MEN BY THESE PRESENTS that in consideration of the sum of TEN and NO/100ths DOLLARS and other good and valuable consideration, paid to the above named assignor, the receipt and sufficiency of which is hereby acknowledged, said Assignor here by assigns unto the above-named Assignee, the said Mortgage, secured thereby, which all moneys now owing or that may hereafter become due or owing in respect thereof, and the full benefit of all the powers and of all the covenants and provisos therein contained, and the said Assignor hereby Grants and conveys unto the said Assignee, the Assignor's beneficial interest under the Mortgage.

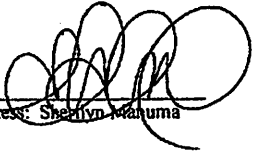



Assignment of Mortgage Page 2 of 2  
Loan # [REDACTED]

TO HAVE AND TO HOLD the said Mortgage, and the said property unto the said Assignee forever, subject to the terms contained in the said Mortgage IN WITNESS WHEREOF, the assignor has executed these presents the day and year first above written.

Dated: **MAR 28 2016**

**CARRINGTON MORTGAGE SERVICES, LLC. As attorney in fact for  
BANK OF AMERICA, N.A. s/b/m BAC Home Loans Servicing, LP f/k/a  
Countrywide Home Loans Servicing LP.**

  
Witness: Shehryn Mahuma

  
By: Chris Lechtanski, AVP - Default

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

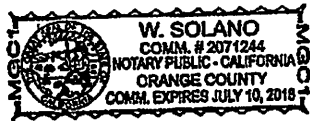
State of **CALIFORNIA**  
County of **ORANGE**

On **MAR 28 2016**, before me, W.SOLANO, Notary Public personally appeared Chris Lechtanski, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of CA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

  
Notary Public: W.SOLANO



ASSIGNMENT OF MORTGAGE

Recording Requested By:  
 Bank of America  
 Prepared By: Danilo Cuenca  
 800-444-4302  
 When recorded mail to:  
 CoreLogic  
 450 E. Boundary St.  
 Attn: Release Dept.  
 Chapin, SC 29036

DocID# [REDACTED]  
 Tax ID: 59281402390  
 Property Address:  
 1821 S 15th St Unit 1821A  
 Sheboygan, WI 53081-5731

1948212  
 SHEBOYGAN COUNTY, WI  
 RECORDED ON  
 07/11/2012 1:37 PM  
 ELLEN R. SCHLEICHER  
 REGISTER OF DEEDS  
 RECORDING FEE: 30.00  
 EXEMPTION #  
 Cashier ID: 9  
 PAGES: 1

This space for Recorder's use

MIN #: [REDACTED] MERS Phone #: 888-679-6377

For Value Received, the undersigned holder of a Mortgage (herein "Assignor") whose address is 1901 E Voorhees Street, Suite C, Danville, IL 61834 does hereby grant, sell, assign, transfer and convey unto BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOAN SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING, LP whose address is C/O BAC, M/C: CA6-914-01-43, 1800 Tapo Canyon Road, Simi Valley, CA 93063 all beneficial interest under that certain Mortgage described below together with the note(s) and obligations therein described and the money due and to become due thereon with interest and all rights accrued or to accrue under said Mortgage.

Original Lender: BANK OF AMERICA, N.A.  
 Mortgagor(s): JOSEPH P CHAMPEAU, A SINGLE PERSON  
 Date of Mortgage: 12/24/2009  
 Original Loan Amount: \$83,942.00  
 Recorded in Sheboygan County, WI on: 1/5/2010, book N/A, page N/A and instrument number 1893913

Property Legal Description:  
 THE FOLLOWING REAL ESTATE, TOGETHER WITH THE RENTS, PROFITS, FIXTURES AND OTHER APPURTENANT INTERESTS, IN SHEBOYGAN COUNTY, STATE OF WISCONSIN ("PROPERTY"): LOT FIVE (5), BLOCK TEN (10), ACCORDING TO THE RECORDED PLAT OF ASSESSMENT SUBDIVISION NO. 18, IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN. TAX MAP OR PARCEL ID NO.: 59281402390 ADDRESS: 1821-1821A S. 15TH; SHEBOYGAN, WI 53081

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Mortgage to be executed on 7-9-12

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

Witness: Beverly Brooks

By: Martha Munoz  
 Martha Munoz Vice President

State of California  
County of Ventura

On JUL 09 2012 before me, VAZRIK SARAFIANS, Notary Public, personally appeared Martha Munoz, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Vazrik Sarafians  
 Notary Public: VAZRIK SARAFIANS (Seal)  
 My Commission Expires: NOV/06/2013



FILED  
12-05-2024

Item 13.

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN COUNTY

Sheboygan County  
Clerk of Circuit Court  
2024CV000714  
Honorable Natasha Torry  
Branch 2

BankUnited N.A.  
c/o Carrington Mortgage Services, LLC  
1600 South Douglass Road Suite 200-A  
Anaheim, CA 92806

Plaintiff,

vs.

Case Number:  
FORECLOSURE CASE CODE -  
30404

**SUMMONS**

Joseph P. Champeau  
1821 S. 15th Street  
Sheboygan, WI 53081

City of Sheboygan  
c/o Elizabeth Majerus, Assistant City Attorney  
828 Center Ave., Suite 210  
Sheboygan, WI 53081

Wisconsin Department of Revenue  
c/o Attorney General  
114 E. State Capitol  
Madison, WI 53708

Defendant,

**THE STATE OF WISCONSIN**

To each person or entity named above as a defendant:

You are hereby notified that the Plaintiff named above has filed a lawsuit or other legal action against you. The Complaint, which is attached, states the nature and basis of the legal action.

Within twenty (20) days of receiving this summons, (60 days if you are the United States of America, 45 days if you are the State of Wisconsin or an insurance company), you must respond with a written answer, as that term is used in chapter 802 of the Wisconsin Statutes, to the complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the court, whose address is:

Sheboygan County Clerk of Court  
615 N 6th Street  
Sheboygan, WI 53081-4692

and to the plaintiff's attorney whose address is:

**Randall S. Miller & Associates, LLC**  
**342 N. Water St., Suite 613**  
**Milwaukee WI 53202**

You may have an attorney help or represent you.

If you do not provide a proper answer within twenty (20) days of receiving this summons, (60 days if you are the United States of America, 45 days if you are the State of Wisconsin or an insurance company), the court may grant judgment against you for the award of money or other legal action requested in this complaint and you may lose your right to object to anything that is or may be incorrect in the complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you may own, now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this 5th day of December 2024.

Randall S. Miller & Associates, LLC  
Attorneys for Plaintiff

Electronically signed,

By: *Electronically signed by Anthony Procaccio*

---

Anthony Procaccio  
State Bar No. 1089887

Randall S. Miller & Associates, LLC  
342 N. Water St., Suite 613  
Milwaukee, WI 53202  
P: (414) 937-5992 F: (414) 921-5628  
Email: wisconsin@rsmalaw.com  
Our Case Number: 16WI00038-8

**PLEASE SERVE THE FOLLOWING DEFENDANTS AT THE FOLLOWING  
ADDRESSES:**

**Joseph Champeau  
1821 S. 15th Street  
Sheboygan, WI 53081**

**City of Sheboygan  
c/o Elizabeth Majerus, Assistant City Attorney  
828 Center Ave., Suite 210  
Sheboygan, WI 53081**

**Wisconsin Department of Revenue  
c/o Attorney General  
114 E. State Capitol  
Madison, WI 53708**

**THANK YOU**

**CITY OF SHEBOYGAN  
R. O. 97-24-25**

**BY CITY CLERK.**

**JANUARY 6, 2025.**

Submitting a Summons and Complaint in the matter of Planet Home Lending, LLC vs.  
Breanna Crump et al.

**STATE OF WISCONSIN                      CIRCUIT COURT                      SHEBOYGAN**

Planet Home Lending, LLC vs. Breanna Crump et al                      **Electronic Filing Notice**

Case No. 2024CV000717  
Class Code: Foreclosure of Mortgage

**FILED**  
12-06-2024  
Sheboygan County  
Clerk of Circuit Court  
2024CV000717  
Honorable George A  
Limbeck  
Branch 5

**CITY OF SHEBOYGAN  
828 CENTER AVE  
SHEBOYGAN WI 53081-4442**

Case number 2024CV000717 was electronically filed with/converted by the Sheboygan County Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

Parties who register as electronic parties can file, receive and view documents online through the court electronic filing website. A document filed electronically has the same legal effect as a document filed by traditional means. Electronic parties are responsible for serving non-electronic parties by traditional means.

You may also register as an electronic party by following the instructions found at <http://efiling.wicourts.gov/> and may withdraw as an electronic party at any time. There is a fee to register as an electronic party. This fee may be waived if you file a Petition for Waiver of Fees and Costs Affidavit of Indigency (CV-410A) and the court finds you are indigent under §814.29, Wisconsin Statutes.

If you are not represented by an attorney and would like to register an electronic party, you will need to enter the following code on the eFiling website while opting in as an electronic party.

**Pro Se opt in code: 4adc27**

Unless you register as an electronic party, you will be served with traditional paper documents by other parties and by the court. You must file and serve traditional paper documents.

Registration is available to attorneys, self-represented individuals, and filing agents who are authorized under Wis. Stat. 799.06(2). A user must register as an individual, not as a law firm, agency, corporation, or other group. Non-attorney individuals representing the interests of a business, such as garnishees, must file by traditional means or through an attorney or filing agent. More information about who may participate in electronic filing is found on the court website.

If you have questions regarding this notice, please contact the Clerk of Circuit Court at 920-459-3068.

Sheboygan County Circuit Court  
Date: December 6, 2024

FILED  
12-06-2024  
Sheboygan County  
Clerk of Circuit Court  
2024CV000717  
Honorable George A  
Limbeck  
Branch 5

**STATE OF WISCONSIN**

**CIRCUIT COURT**

**SHEBOYGAN COUNTY**

Planet Home Lending, LLC  
321 Research Parkway, Suite 303  
Meriden, CT 06450

**SUMMONS**

Plaintiff,

vs.

Case Code 30404  
(Foreclosure of Mortgage)  
The amount claimed exceeds \$10,000.00

Breanna Crump  
2325 N 6th St  
Sheboygan, WI 53083-4958

John Doe Crump  
2325 N 6th St  
Sheboygan, WI 53083-4958

The United States of America  
c/o US Attorney  
517 East Wisconsin Avenue  
Milwaukee, WI 53202  
&  
c/o US Attorney General  
950 Pennsylvania Ave NW, Rm B-103  
Washington, DC 20530-0001

City of Sheboygan  
828 Center Ave  
Sheboygan, WI 53081-4442

Community First Credit Union  
2626 S Oneida St  
Appleton, WI 54915-2101

Defendants.

**THE STATE OF WISCONSIN**

To each person named above as a defendant:

You are hereby notified that the plaintiff named above has filed a lawsuit or other legal action against you. The complaint, which is attached, states the nature and basis of the legal action.

Within 20 days of receiving this summons (60 days if you are the United States of America, 45



days if you are the State of Wisconsin or an insurance company), you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the court, whose address is set forth below, and to the plaintiff's attorney, at the address set forth below. You may have an attorney help or represent you.

If you do not provide a proper answer within 20 days (60 days if you are the United States of America, 45 days if you are the State of Wisconsin or an insurance company), the court may grant judgment against you for the award of money or other legal action requested in the complaint, and you may lose your right to object to anything that is or may be incorrect in the complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this 5th day of December, 2024.

Gray & Associates, L.L.P.  
Attorneys for Plaintiff

By: 

Ian J. Thomson  
State Bar No. 1076280

16345 West Glendale Drive  
New Berlin, WI 53151-2841  
(414) 224-1987  
091168F01

Address of Court:  
Sheboygan County Courthouse  
615 N. Sixth Street  
Sheboygan, WI 53081-4612

Gray & Associates, L.L.P. is attempting to collect a debt and any information obtained will be used for that purpose. If you have previously received a discharge in a chapter 7 bankruptcy case, this communication should not be construed as an attempt to hold you personally liable for the debt.

FILED  
12-06-2024  
Sheboygan County  
Clerk of Circuit Court  
2024CV000717  
Honorable George A  
Limbeck  
Branch 5

**STATE OF WISCONSIN****CIRCUIT COURT****SHEBOYGAN COUNTY**

Planet Home Lending, LLC  
321 Research Parkway, Suite 303  
Meriden, CT 06450

**COMPLAINT****Plaintiff,**

vs.

Case Code 30404

(Foreclosure of Mortgage)

The amount claimed exceeds \$10,000.00

Breanna Crump  
2325 N 6th St  
Sheboygan, WI 53083-4958

John Doe Crump  
2325 N 6th St  
Sheboygan, WI 53083-4958

The United States of America  
c/o US Attorney  
517 East Wisconsin Avenue  
Milwaukee, WI 53202  
&  
c/o US Attorney General  
950 Pennsylvania Ave NW, Rm B-103  
Washington, DC 20530-0001

City of Sheboygan  
828 Center Ave  
Sheboygan, WI 53081-4442

Community First Credit Union  
2626 S Oneida St  
Appleton, WI 54915-2101

**Defendants.**

Plaintiff, by its attorneys, Gray & Associates, L.L.P., pleads as follows:

1. The plaintiff is the current holder of a certain note and recorded mortgage on real estate located in this county, a true copy of the note is attached hereto as Exhibit A and is incorporated by reference. A true copy of the mortgage is attached hereto as Exhibit B and is incorporated by reference.
2. The mortgaged real estate is owned of record by Breanna Crump.

3. There has been a failure to make contractual payments as required, and there is now due and owing to plaintiff the principal sum of \$106,362.39 together with interest from the 1st day of June, 2024.

4. The plaintiff has declared the indebtedness immediately due and payable by reason of the default in the payments and has directed that foreclosure proceedings be instituted.

5. The mortgaged premises is real estate which is 20 acres or less; with a one to four family residence thereon which is occupied as the homestead of the defendants; said premises cannot be sold in parcels without injury to the interests of the parties.

6. The mortgagors expressly agreed to the reduced redemption period provisions contained in Chapter 846 of the Wisconsin Statutes; the plaintiff hereby elects to proceed under Section 846.101(2)(c)1. with a three month period of redemption, thereby waiving judgment for any deficiency against every party who is personally liable for the debt, and to consent that the owner, unless he or she abandons the property, may remain in possession and be entitled to all rents and profits therefrom to the date of confirmation of the sale by the court.

7. No proceedings have been had at law or otherwise for the recovery of the sums secured by said note and mortgage except for the present action, and all conditions precedent to the commencement of this action are satisfied.

8. That the names of all defendants herein are set forth in the Lien Report annexed hereto and incorporated by reference; that the defendants have or claim to have an interest in the mortgaged premises, as more particularly set forth in the said Lien Report, but that said interests are subject and subordinate to the plaintiff's mortgage.

9. That John Doe Crump has or may claim to have an interest in the subject encumbered property by virtue of being the present spouse of Breanna Crump and any such interest is subject and subordinate to the plaintiff's mortgage.

**WHEREFORE, the plaintiff demands.**

1. Judgment of foreclosure and sale of the mortgaged premises in accordance with the

provisions of Section 846.101(2)(c)1. of the Wisconsin Statutes, with plaintiff expressly waiving its right to obtain a deficiency judgment against any defendant in this action.

2. That the amounts due to the plaintiff for principal, interest, taxes, insurance, costs of suit and attorney fees be determined.

3. That the defendants, and all persons claiming under them be barred from all rights in said premises, except that right to redeem.

4. That the premises be sold for payment of the amount due to the plaintiff, together with interest, reasonable attorney fees and costs, costs of sale and any advances made for the benefit and preservation of the premises until confirmation of sale.

5. That the defendants and all persons claiming under them be enjoined from committing waste or doing any act that may impair the value of the mortgaged premises; and

That the plaintiff have such other and further judgment order or relief as may be just and equitable.

Dated this 6th day of December, 2024.

Gray & Associates, L.L.P.  
Attorneys for Plaintiff

By: 

Ian J. Thomson  
State Bar No. 1076280

16345 West Glendale Drive  
New Berlin, WI 53151-2841  
(414) 224-1987

Gray & Associates, L.L.P. is attempting to collect a debt and any information obtained will be used for that purpose. If you have previously received a discharge in a chapter 7 bankruptcy case, this communication should not be construed as an attempt to hold you personally liable for the debt.

**NOTE**

FHA Case No.

[Redacted]

Group

[Redacted]

Loan #

[Redacted]

MIN:

January 22, 2021  
[Date]

Shaboygan,  
[City]

Wisconsin  
[State]

2325 N 6TH ST, Shaboygan, WI 53083  
[Property Address]

**1. BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. \$114,977.00 (this amount is called "Principal"), plus interest to the order of the Lender. The Lender is Planet Home Lending, LLC. I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

**2. INTEREST**

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 2.750%.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

Solely for the purpose of computing interest, a monthly payment received by the Note Holder within 30 days prior to or after the date it is due will be deemed to be paid on such due date.

**3. PAYMENTS**

**(A) Time and Place of Payments**

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 1st day of each month beginning on March 1, 2021. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied to interest and other items in the order described in the Security Instrument before Principal. If, on February 1, 2021, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at P.O. Box 69197, Baltimore, MD 21264-9197 or at a different place if required by the Note Holder.

**(B) Amount of Monthly Payments**

My monthly payment will be in the amount of U.S. \$469.38.

**4. BORROWER'S RIGHT TO PREPAY**

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to any accrued and unpaid interest on the Prepayment amount before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

**5. LOAN CHARGES**

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

Initials: B.C.

**EXHIBIT A**

**6. BORROWER'S FAILURE TO PAY AS REQUIRED****(A) Late Charge for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 4.000% of any overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

**(B) Default**

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

**(C) Notice of Default**

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

**(D) No Waiver By Note Holder**

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

**(E) Payment of Note Holder's Costs and Expenses**

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

**7. GIVING OF NOTICES**

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

**8. OBLIGATIONS OF PERSONS UNDER THIS NOTE**

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

**9. WAIVERS**

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

**10. UNIFORM SECURED NOTE**

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 14 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further



notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

Breanna Crump (SEAL)  
- BORROWER - Breanna Crump

[Sign Original Only]

Individual Loan Originator: Brian Christopher Jaeger, NMLSR ID: [REDACTED]  
Loan Originator Organization: Planet Home Lending, LLC, NMLSR ID: [REDACTED]



Page 3 of 3

FHA Wisconsin Fixed Rate Note - 03/16

Initials: B.C.



EXHIBIT A

Document Title: Mortgage

After Recording Return To:  
Planet Home Lending, LLC  
1795 International Way  
Idaho Falls, ID 83402  
ATTN: c/o First American Mortgage Solutions

Parcel ID Number: 59281008370

2108389  
SHEBOYGAN COUNTY, WI  
RECORDED ON  
02/05/2021 02:48 PM  
ELLEN R. SCHLEICHER  
REGISTER OF DEEDS  
RECORDING FEE: 30.00  
TRANSFER FEE:  
EXEMPTION #  
Cashier ID: 8  
PAGES: 16

[Space Above This Line For Recording Data]

**MORTGAGE**

Group  
Loan #: [REDACTED]  
M/N: [REDACTED]  
MERS Phone: 1-888-679-6377  
PIN: 59281008370  
Case #: [REDACTED]

**DEFINITIONS**

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 10, 12, 17, 19 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 15.

- (A) "Security Instrument" means this document, which is dated January 22, 2021, together with all Riders to this document.
- (B) "Borrower" is BREANNA CRUMP, SINGLE WOMAN. Borrower is the mortgagor under this Security Instrument.
- (C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.
- (D) "Lender" is Planet Home Lending, LLC. Lender is a Limited Liability Company organized and existing under the laws of Delaware. Lender's address is 321 Research Parkway, Suite 303, Meriden, CT 06450.
- (E) "Note" means the promissory note signed by Borrower and dated January 22, 2021. The Note states that Borrower owes Lender One Hundred Fourteen Thousand Nine Hundred Seventy-Seven And 00/100 Dollars (U.S. \$114,977.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than February 1, 2051.
- (F) "Property" means the property that is described below under the heading "Transfer of Rights in the

FHA Wisconsin Mortgage - 09/15 (rev. 6/16)

Page 1 of 15

Initials: B.C.



**EXHIBIT B**



Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- Adjustable Rate Rider
- Condominium Rider
- Planned Unit Development Rider
- Other(s) [specify]

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Secretary" means the Secretary of the United States Department of Housing and Urban Development or his designee.

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

Initials: B.C.



EXHIBIT B

**TRANSFER OF RIGHTS IN THE PROPERTY**

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, with power of sale, the following described property located in the COUNTY of Sheboygan: **SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A"**.  
which currently has the address of **2325 N 5TH ST, Sheboygan, WI 53083** ("Property Address"):

**TOGETHER WITH** all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and cancelling this Security Instrument.

**BORROWER COVENANTS** that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

**THIS SECURITY INSTRUMENT** combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

**UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

**1. Payment of Principal, Interest, Escrow Items, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 14. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan

Initials: B.C.



**EXHIBIT B**

current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority:

First, to the Mortgage Insurance premiums to be paid by Lender to the Secretary or the monthly charge by the Secretary instead of the monthly mortgage insurance premiums;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and,

Fifth, to late charges due under the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums to be paid by Lender to the Secretary or the monthly charge by the Secretary instead of the monthly Mortgage Insurance premiums. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 14 and, upon such revocation, Borrower shall pay to Lender all Funds, and

Initials:

B.C

EXHIBIT B

in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

**5. Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This

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insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.


If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance

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claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that this requirement shall cause undue hardship for the Borrower or unless extenuating circumstances exist which are beyond Borrower's control.

7. **Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

If condemnation proceeds are paid in connection with the taking of the property, Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts, and then to payment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments or change the amount of such payments.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for

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enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying Reasonable Attorneys' Fees (as defined in Section 25) to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**10. Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking,



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destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

**11. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

**12. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and

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(e) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 17, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 19) and benefit the successors and assigns of Lender.

13. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. Lender may collect fees and charges authorized by the Secretary. Lender may not charge fees that are expressly prohibited by this Security Instrument, or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment with no changes in the due date or in the monthly payment amount unless the Note holder agrees in writing to those changes. Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

14. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

15. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it

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might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

16. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 17, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 14 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to reinstatement of a mortgage. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, Reasonable Attorneys' Fees (as defined in Section 25), property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. However, Lender is not required to reinstate if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceedings; (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had



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occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 17.

**19. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 14) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 17 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 19.

**20. Borrower Not Third-Party Beneficiary to Contract of Insurance.** Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower acknowledges and agrees that the Borrower is not a third party beneficiary to the contract of insurance between the Secretary and Lender, nor is Borrower entitled to enforce any agreement between Lender and the Secretary, unless explicitly authorized to do so by Applicable Law.

**21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous

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Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

**22. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 17 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, Reasonable Attorneys' Fees (as defined in Section 25) and costs of title evidence.

If Lender invokes the power of sale, Lender shall give notice of sale in the manner prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. Lender shall publish the notice of sale, and the Property shall be sold in the manner prescribed by Applicable Law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, Reasonable Attorneys' Fees (as defined in Section 25); (b) to all sums secured by this Security Instrument; and (c) any excess to the clerk of the circuit court of the county in which the sale is held.

**23. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

**24. Accelerated Redemption Periods.** If the Property is a one- to four-family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church or owned by a tax exempt charitable organization, Borrower agrees to the provisions of Section 846.101 of the Wisconsin Statutes, and as the

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same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate of 20 acres or less three months after a foreclosure judgment is entered. If the Property is other than a one- to four-family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church, or a tax-exempt charitable organization, Borrower agrees to the provisions of Section 846.103 of the Wisconsin Statutes, and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate three months after a foreclosure judgment is entered.

25. Attorneys' Fees. If this Security Instrument is subject to Chapter 428 of the Wisconsin Statutes, "Reasonable Attorneys' Fees" shall mean only those attorneys' fees allowed by that Chapter.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Breanna Crump (SEAL)  
- BORROWER - Breanna Crump

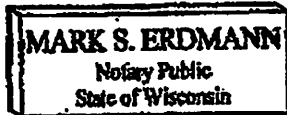
[Space Below This Line For Acknowledgment]

State of Wisconsin

County of Sheboygan

This record was acknowledged before me on January 22, 2021, by

Breanna Crump



[Signature]  
Notary Public  
Commission Expires  
11/15/2023  
My Commission Expires: \_\_\_\_\_

Initials: BC

EXHIBIT B

[REDACTED]

Individual Loan Originator: Brian Christopher Jaeger, NMLSR ID: [REDACTED]  
Loan Originator Organization: Planet Home Lending, LLC, NMLSR ID: [REDACTED]

This instrument was drafted by:  
elliott pimentel  
Planet Home Lending, LLC  
105 Maxess Rd., Suite N107  
Melville, NY 11747

FHA W/escrow Mortgage - 09/15 (rev. 6/16)

[REDACTED]

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Initials: BC

[REDACTED]

**EXHIBIT B**

**EXHIBIT A**  
Legal Description

The land hereinafter referred to is situated in the City of Sheboygan, County of Sheboygan, State of WI, and is described as follows:

Lot 16 Block 1, except the North 24 feet of the East 36 feet thereof, Lake Heights Addition in the City of Sheboygan, Sheboygan County, Wisconsin, according to the recorded plat thereof.

Being the same property conveyed from Andrew R. Benton, a single person, to Breanna Crump by deed dated October 15, 2019 and recorded on December 30, 2019 in Instrument No. 2084278.

APN: 59281008370

**EXHIBIT B**

American Land Title Association  
Insurance

Commitment for Title  
2021 v. 01.00 (07-01-2021)

Year: 2024

Owner(s): Breanna Crump

Parcel#: 59281008370

Short Legal: LAKE HEIGHTS LOT 16 EXCEPT THE E 36' OF THE N 24' THERE OF BLK 1

District/Township: City of Sheboygan

Base Installment: \$2,013.63 Installment paid

Assessed Value: \$140,900.00

Past Due Amounts?: No

Tax Sale?: No

Notes: N/A

---

-Is Property Plated: Yes

---

-HOA: None

Recorded CCRs: No

---

~Possible Mobile/Manufactured Home: No

---

#### RECORDED DOCUMENTS

~Your Mortgage:

From: Breanna Crump, single woman

To: Mortgage Electronic Registration Systems, Inc., as nominee for Planet Home Lending, LLC

Amount: \$114,977.00

Dated: January 22, 2021

Recorded on: February 05, 2021

Recording Info: 2108389

~Mortgage:

From: Breanna Crump, single woman

To: Secretary of Housing and Urban Development

Amount: \$5,025.22

Dated: May 21, 2024

Recorded on: July 8, 2024

Recording Info: 2165793

---

#### COURT PLEADINGS

~Judgment

In Favor Of: City of Sheboygan

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by WFG National Title Insurance Company. This Commitment is not valid without the Notice, the Commitment to Issue Policy, the Commitment Conditions: Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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**LIEN REPORT**



American Land Title Association  
Insurance

Commitment for Title  
2021 v. 01.09 (07-01-2021)

**Against: Breanna Crump**  
**Amount: \$250.00**  
**Entered On: November 29, 2023**  
**Case#: 2024TJ000082**

**-Judgment**

**In Favor Of: Community First Credit Union**  
**Against: Breanna Rochelle Ceara Crump**  
**Amount: \$334.85**  
**Entered On: November 20, 2024**  
**Case#: 2024SC001830**

**TAX WARRANTS - None**

**-Searched Parties: Breanna Crump, Andrew R. Benton, Michael J. Maxel, Victoria L. Maxel**

THIS DOCUMENT WAS LEGALLY SERVED ON  
12.12.24 AT 4:00 AM/PM

BY: Sara Conrad

**CREAMCITY**  
PROCESS  
CREAMCITYPROCESS.COM

Failure to make this endorsement does not invalidate service per Wisconsin §801.10(2)

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by WFG National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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**L&EN REPORT**

**CITY OF SHEBOYGAN  
R. O. 95-24-25**

**BY CITY CLERK.**

**JANUARY 6, 2025.**

Submitting a license application.

CIGARETTE/TOBACCO (June 30, 2025) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3703	Sheboygan Tobacco Outlet LLC (Sheboygan Smoke and Vape)	2703 S. Business Drive

**CITY OF SHEBOYGAN  
RESOLUTION 146-24-25**

**BY ALDERPERSONS DEKKER AND RUST.**

**JANUARY 6, 2025.**

A RESOLUTION scheduling a spring primary election for candidates for city office in 2025 in all races where there are three or more candidates.

WHEREAS, the City of Sheboygan has traditionally held primary elections whenever three or more candidates file nomination papers for an elective city office; and

WHEREAS, Wis. Stat. § 8.11(1)(a) provides that the common council may, by a simple majority, schedule a primary election not later than 3 days after the deadline for filing nomination papers; and

WHEREAS, Wis. Stat. § 8.11(1)(d) provides that no such primary shall be held for any office where the number of candidates for city office does not exceed twice the number to be elected to the office; and

WHEREAS, the deadline for filing nomination papers for elections to city office in 2025 is Tuesday, January 7; and

WHEREAS, while there is currently no office in which the number of candidates exceeds three, but the deadline has not passed, and a review of media reports, filings with the clerk, and information requests, suggests there is a reasonable likelihood of a need for such a primary election; and

WHEREAS, media reports suggest there will, in any case, be a statewide primary, requiring a primary election to be held in any case.

NOW, THEREFORE, BE IT RESOLVED: That a primary shall be held in the City of Sheboygan on February 18, 2025 for city elections in each race in which the number of candidates for city office exceeds two.

BE IT FURTHER RESOLVED: That should there be no city office up for election in which there are more than two candidates, no city primary election shall be held, and the only election on February 18, 2025 will be the primary election for statewide office.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

\_\_\_\_\_.

Presiding Officer

Attest

\_\_\_\_\_  
Ryan Sorenson, Mayor, City of Sheboygan

\_\_\_\_\_  
Meredith DeBruin, City Clerk, City of Sheboygan

**CITY OF SHEBOYGAN  
RESOLUTION 147-24-25**

**BY ALDERPERSONS MITCHELL AND PERRELLA.**

**JANUARY 6, 2025.**

A RESOLUTION authorizing the Finance Director to write off the loan balance on the City’s Balance Sheet for 2313 N 5<sup>th</sup> Street and directing the City Attorney’s Office to submit a release of mortgage to the Sheboygan County Register of Deeds.

WHEREAS, the City has been provided proof from Guaranty Closing & Title Services that the \$8,038 loan for 2313 N 5<sup>th</sup> Street was paid in 2015; and

WHEREAS, the City records were not properly updated to reflect this loan pay off; and

WHEREAS, to correct this error by the City, it is necessary to reduce the loan balance on the City’s Balance Sheet to zero and release the mortgage off the property.

NOW, THEREFORE, BE IT RESOLVED: That the Finance Director is authorized to write off the loan balance from the City’s Balance Sheet as of December 31, 2024.

BE IT FURTHER RESOLVED: That the City Attorney’s Office is directed to submit a release of mortgage for this loan to the Sheboygan County Register of Deeds.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

\_\_\_\_\_.

Presiding Officer

Attest

\_\_\_\_\_  
Ryan Sorenson, Mayor, City of Sheboygan

\_\_\_\_\_  
Meredith DeBruin, City Clerk, City of Sheboygan

**CITY OF SHEBOYGAN  
RESOLUTION 145-24-25**

**BY ALDERPERSONS MITCHELL AND PERRELLA.**

**JANUARY 6, 2025.**

A RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF UP TO \$846,365 TAXABLE GENERAL OBLIGATION LEAD SERVICE LINE REPLACEMENT PROMISSORY NOTES, SERIES 2025, AND PROVIDING FOR OTHER DETAILS AND COVENANTS WITH RESPECT THERETO

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

WHEREAS, certain improvements, including the replacement of private side lead service lines, are necessary to meet the needs of the Municipality and the residents thereof, consisting of the construction of a project (the "Project") assigned Safe Drinking Water Loan Program Project No. 4901-11 by the Department of Natural Resources; and

WHEREAS, under the provisions of Section 67.12(12), Wisconsin Statutes, any municipality (as defined in Section 67.01(5), Wisconsin Statutes) may, by action of its governing body, issue promissory notes as evidence of indebtedness for any public purpose (as defined in Section 67.04(1)(b), Wisconsin Statutes) which promissory notes are general obligations of the municipality; and

WHEREAS, the Municipality deems it to be necessary, desirable and in its best interest to authorize and sell general obligation promissory notes of the Municipality, pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, to pay the cost of the Project; and

WHEREAS, such notes are to be issued for purposes of Sections 281.58, 281.59, 281.60 or 281.61, Wisconsin Statutes; and

WHEREAS, due to certain provisions of the Internal Revenue Code of 1986, as amended, it is necessary to issue such notes on a taxable basis, and the State of Wisconsin Safe Drinking Water Loan Program has approved the issuance of such notes on a taxable basis; and

WHEREAS, the Municipality currently has outstanding general obligation indebtedness totaling \$71,925,000.

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

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

- (a) "Act" means Chapter 67, Wisconsin Statutes;
- (b) "Bond Registrar" means the Municipal Treasurer which shall act as Paying Agent for the Notes;
- (c) "Debt Service Fund" means the Debt Service Fund of the Municipality, which shall be the "debt service fund" as such term is defined in the Act;
- (d) "Financial Assistance Agreement" means the Financial Assistance Agreement by and between the State of Wisconsin by the Department of Natural Resources and the Department of Administration and the Municipality pursuant to which the Notes are to be issued and sold to the State, substantially in the form attached hereto and incorporated herein by this reference;
- (e) "Fiscal Year" means the twelve-month period ending on each December 31;
- (f) "Governing Body" means the Common Council, or such other body as may hereafter be the chief legislative body of the Municipality;
- (g) "Municipal Treasurer" means the Treasurer of the Municipality who shall act as Bond Registrar and Paying Agent;
- (h) "Municipality" means the City of Sheboygan, Sheboygan County, Wisconsin;
- (i) "Notes" means the \$846,365 Taxable General Obligation Lead Service Line Replacement Promissory Notes, Series 2025, of the Municipality dated their date of issuance, authorized to be issued by this Resolution;
- (j) "Note Year" means the twelve-month period ending on each May 1;
- (k) "Project" means the Project described in the preamble to this Resolution; and
- (l) "Record Date" means the close of business on the fifteenth day of the calendar month next preceding any principal or interest payment date.

Section 2. Authorization of the Notes and the Financial Assistance Agreement. For the purpose of paying the cost of the Project (including legal, fiscal, engineering and other expenses), there shall be borrowed on the full faith and credit of the Municipality up to the sum of \$846,365; and fully registered general obligation promissory notes of the Municipality are authorized to be issued in evidence thereof and sold to the State of Wisconsin Safe Drinking Water Loan Program in accordance with the terms and conditions of the Financial Assistance Agreement, which is incorporated herein by this reference and the Mayor and City Clerk of the Municipality are hereby authorized, by and on behalf of the Municipality, to execute the Financial Assistance Agreement.

Section 3. Terms of the Notes. The Notes shall be designated "Taxable General Obligation Lead Service Line Replacement Promissory Notes, Series 2025" (the "Notes"); shall be dated their date of issuance; shall be numbered one and upward; shall bear interest at the rate of 0.250% per

annum; shall be issued in denominations of \$0.01 or any integral multiple thereof; and shall mature on the dates and in the amounts as set forth in Exhibit B of the Financial Assistance Agreement and in the Note form attached hereto as Exhibit A as it is from time to time adjusted by the State of Wisconsin based upon the actual draws made by the Municipality. Interest on the Notes shall be payable commencing on May 1, 2025 and semiannually thereafter on May 1 and November 1 of each year. The Notes shall not be subject to redemption prior to maturity except as provided in the Financial Assistance Agreement.

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

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

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

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

Section 5. Application of Note Proceeds; Borrowed Money Fund. The sale proceeds of the Notes (exclusive of accrued interest and any premium received, which shall be deposited in the Debt Service Fund) shall, forthwith upon receipt, be placed in and kept by the Treasurer as a separate fund to be known as the "Taxable General Obligation Lead Service Line Replacement Promissory Notes, Series 2025, Borrowed Money Fund" (hereinafter referred to as the "Borrowed Money Fund"). Monies in the Borrowed Money Fund shall be used solely for the purposes for which borrowed or for transfer to the Debt Service Fund as provided by law. Moneys in the Borrowed Money Fund shall be disbursed within three (3) business days of their receipt from the State of Wisconsin and shall not be invested in any interest-bearing account.

Section 6. Tax Levy. (a) For the express purpose of paying interest on the Notes as it falls due and also to pay and discharge the principal thereof at maturity, the full faith, credit and taxing powers of the Municipality are hereby pledged and there is hereby levied upon all of the taxable property in the Municipality, in addition to all other taxes, a direct, annual irrevocable tax in an amount and at the times sufficient for that purpose. This tax shall be levied in the years 2025 through 2033, inclusive, and shall be in such amounts as are necessary to provide for payment of the principal of and interest on the Notes in 2025 through 2034, inclusive, when due. The amount of the tax levied for the year 2025 shall be the total amount of debt service due on the Notes in the



years 2025 and 2026; provided that the amount of such tax carried onto the tax rolls shall be abated by any amounts appropriated pursuant to subsection (d) below which are applied to payment of interest on the Notes in the year 2025.

Assuming the entire principal amount of the Notes is drawn as of the closing date, this tax will be levied for collection in the following years in the following amounts:

<u>Tax Collection Year</u>	<u>Amount</u>
2025	\$ 1,598.69
2026	2,115.92
2027	106,858.20
2028	106,857.87
2029	106,857.55
2030	106,857.22
2031	106,856.88
2032	106,856.55
2033	106,856.22
2034	106,855.89

The actual tax carried onto the tax rolls each year shall equal the amount necessary to repay the actual principal amount drawn under the Notes, and any interest thereon, when due.

(b) The Municipality shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Notes, said tax shall be, from year to year, carried into the tax rolls of the Municipality and collected as other taxes are collected, provided that the amount of tax carried into said tax rolls may be reduced in any year by the amount of any surplus money in the Debt Service Fund created in Section 7 hereof.

(c) If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Notes when due, the requisite amounts shall be paid from other funds of the Municipality then available, which sums shall be replaced upon the collection of the taxes herein levied.

(d) There be and there hereby is appropriated from funds of the Municipality on hand a sum sufficient to be deposited in the Debt Service Fund to meet payments with respect to debt service due in 2025.

Section 7. Debt Service Fund. The proceeds of the taxes levied pursuant to Section 6 above, when collected by the Municipal Treasurer, and such further deposits as may be required by Section 67.11, Wisconsin Statutes, shall be placed and kept by the Municipal Treasurer as a separate fund irrevocably pledged for paying the principal of and interest on the Notes so long as any such Notes shall remain outstanding, to be known as the "Taxable General Obligation Lead Service Line Replacement Promissory Notes, Series 2025 Debt Service Fund" (hereinafter referred to as "Debt Service Fund"). The accrued interest and any premium received at the time of delivery

of the Notes shall be paid into the Debt Service Fund. Interest on or principal of the Notes falling due at any time when there shall be on hand in the Debt Service Fund insufficient funds for the payment of such principal and interest shall be paid promptly when due from other funds of the Municipality.

Section 8. Deposits and Investments. The Debt Service Fund shall be kept apart from monies in the other funds and accounts of the Municipality and the same shall be used for no purpose other than the prompt payment of principal of and interest on the Notes as the same becomes due and payable. All monies therein shall be deposited in special and segregated accounts in a public depository selected under Chapter 34 of the Wisconsin Statutes and may be temporarily invested until needed in legal investments subject to the provisions of Section 66.0603(1m) and 67.10(3), Wisconsin Statutes. All income derived from such investments shall be regarded as revenues of the Municipality.

Section 9. Operation of Project; Municipality Covenants. It is covenanted and agreed by the Municipality with the owner or owners of the Notes, and each of them, that the Municipality will perform all of the obligations of the Municipality as set forth in the Financial Assistance Agreement.

Section 10. Sale of Notes. The sale of the Notes to the State of Wisconsin Safe Drinking Water Loan Program for the purchase price of up to \$846,365 and at par, is ratified and confirmed; and the officers of the Municipality are authorized and directed to do any and all acts, including executing the Financial Assistance Agreement and the Notes as hereinabove provided, necessary to conclude delivery of the Notes to said purchaser, as soon after adoption of this Resolution as is convenient. The purchase price for the Notes shall be paid upon requisition therefor as provided in the Financial Assistance Agreement, and the officers of the Municipality are authorized to prepare and submit to the State requisitions and disbursement requests in anticipation of the execution of the Financial Assistance Agreement and the issuance of the Notes.

Section 11. Amendment to Resolution. After the issuance of any of the Notes, no change or alteration of any kind in the provisions of this Resolution may be made until all of the Notes have been paid in full as to both principal and interest, or discharged as herein provided, except: (a) the Municipality may, from time to time, amend this Resolution without the consent of any of the owners of the Notes, but only to cure any ambiguity, administrative conflict, formal defect, or omission or procedural inconsistency of this Resolution; and (b) this Resolution may be amended, in any respect, with a written consent of the owners of not less than two-thirds (2/3) of the principal amount of the Notes then outstanding, exclusive of Notes held by the Municipality; provided, however, that no amendment shall permit any change in the pledge of tax revenues of the Municipality or the maturity of any Note issued hereunder, or a reduction in the rate of interest on any Note, or in the amount of the principal obligation thereof, or in the amount of the redemption premium payable in the case of redemption thereof, or change the terms upon which the Notes may be redeemed or make any other modification in the terms of the payment of such principal or interest without the written consent of the owner of each such Note to which the change is applicable.

Section 12. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the Municipality and the owner or owners of the Notes, and after issuance of any of the Notes no change or alteration of any kind in the provisions of this Resolution may be made, except as provided in Section 11, until all of the Notes have been paid in full as to both principal and interest. The owner or owners of any of the Notes shall have the right in addition to all other rights, by mandamus or other suit or action in any court of competent jurisdiction, to enforce such owner's or owners' rights against the Municipality, the Governing Body thereof, and any and all officers and agents thereof including, but without limitation, the right to require the Municipality, its Governing Body and any other authorized body, to take any and all actions necessary to carry out all of the provisions and agreements contained in this Resolution.

Section 13. Requirements of Municipality. The officers of the Municipality, staff of the Municipality, attorneys for the Municipality, financial consultants of the Municipality, or other agents or employees of the Municipality are hereby authorized to do all acts and things required of them by this Resolution for the full, punctual and complete performance of all of the provisions of this Resolution.

Section 14. Illegal or Invalid Provisions. In case any one or more of the provisions of this Resolution or any of the Notes shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Resolution or of the Notes.

Section 15. Continuing Disclosure. The officers of the Municipality are hereby authorized and directed, if requested by the State of Wisconsin, to provide to the State of Wisconsin Safe Drinking Water Loan Program and to such other persons or entities as directed by the State of Wisconsin such ongoing disclosure regarding the Municipality's financial condition and other matters, at such times and in such manner as the Safe Drinking Water Loan Program may require, in order that securities issued by the Municipality and the State of Wisconsin satisfy rules and regulations promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended and as it may be amended from time to time, imposed on brokers and dealers of municipal securities before the brokers and dealers may buy, sell, or recommend the purchase of such securities.

Section 16. Conflicting Resolutions. All ordinances, resolutions, or orders, or parts thereof heretofore enacted, adopted or entered, in conflict with the provisions of this Resolution, are hereby repealed and this Resolution shall be in effect from and after its passage.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

\_\_\_\_\_.

Presiding Officer

Attest

\_\_\_\_\_  
Ryan Sorenson, Mayor, City of Sheboygan

\_\_\_\_\_  
Meredith DeBruin, City Clerk, City of Sheboygan

EXHIBIT A

(Form of Municipal Obligation)

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

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

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

TAXABLE GENERAL OBLIGATION LEAD SERVICE LINE REPLACEMENT  
PROMISSORY NOTE, SERIES 2025

Final  
Maturity Date

Date of  
Original Issue

May 1, 2034

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

REGISTERED OWNER: STATE OF WISCONSIN SAFE DRINKING WATER LOAN PROGRAM

FOR VALUE RECEIVED the City of Sheboygan, Sheboygan County, Wisconsin (the "Municipality") hereby acknowledges itself to owe and promises to pay to the registered owner shown above, or registered assigns, the principal sum of an amount not to exceed \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_) (but only so much as shall have been drawn hereunder, as provided below) on May 1 of each year commencing May 1, 2027 until the final maturity date written above, together with interest thereon (but only on amounts as shall have been drawn hereunder, as provided below) from the dates the amounts are drawn hereunder or the most recent payment date to which interest has been paid, at the rate of 0.250% per annum, calculated on the basis of a 360-day year made up of twelve 30-day months, such interest being payable on the first days of May and November of each year, with the first interest being payable on May 1, 2025.

The principal amount evidenced by this Note may be drawn upon by the Municipality in accordance with the Financial Assistance Agreement entered by and between the Municipality and the State of Wisconsin by the Department of Natural Resources and the Department of Administration (the "Financial Assistance Agreement") including capitalized interest transferred (if any). The principal amounts so drawn shall be repaid in installments on May 1 of each year commencing on May 1, 2027 in an amount equal to an amount which when amortized over the remaining term of this Note plus current payments of interest (but only on amounts drawn hereunder) at Zero and 250/1000ths percent (0.250%) per annum shall result in equal annual payments of the total of principal and the semiannual payments of interest. The State of Wisconsin Department of Administration shall record such draws and corresponding principal repayment schedule on a cumulative basis in the format shown on the attached Schedule A.

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

This Note shall not be redeemable prior to its maturity, except as provided in the Financial Assistance Agreement.

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

This Note is issued for the purpose of providing for the payment of the cost of replacing private lead service lines, pursuant to Article XI, Section 3, of the Wisconsin Constitution, Section 67.12(12), Wisconsin Statutes, and a resolution adopted January 6, 2025, and entitled: "Resolution Authorizing the Issuance and Sale of Up to \$846,365 Taxable General Obligation Lead Service Line Replacement Promissory Notes, Series 2025, and Providing for Other Details and Covenants With Respect Thereto". The principal of and interest on this Note are payable in lawful money of the United States of America as aforesaid, and for the prompt payment of the principal and interest on this Note, and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the Municipality are hereby irrevocably pledged.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen, and be performed precedent to and in the issuance of this Note have existed, have happened and have been performed in due time, form and manner as required by law; that the indebtedness of the Municipality, including this Note and the issue of which it is a part, does not exceed any limitation, general or special, imposed by law; and that a valid, direct, annual irrevocable tax has been levied by the Municipality sufficient to pay the interest on this Note when it falls due and also to pay and discharge the principal hereof at maturity.

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

CITY OF SHEBOYGAN, WISCONSIN

(SEAL)

By: \_\_\_\_\_  
Ryan Sorenson  
Mayor

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

COPY

(Form of Assignment)

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

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

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

Please insert Social Security or other identifying number of Assignee

\_\_\_\_\_

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

\_\_\_\_\_

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

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

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

Signature(s) guaranteed by

\_\_\_\_\_



SCHEDULE A

\$846,365

CITY OF SHEBOYGAN, WISCONSIN  
TAXABLE GENERAL OBLIGATION LEAD SERVICE LINE REPLACEMENT  
PROMISSORY NOTES, SERIES 2025

<u>Amount of Disbursement</u>	<u>Date of Disbursement</u>	<u>Series of Notes</u>	<u>Principal Repaid</u>	<u>Principal Balance</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
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SCHEDULE A (continued)

PRINCIPAL REPAYMENT SCHEDULE

<u>Date</u>	<u>Amount</u>
May 1, 2027	\$104,873.38
May 1, 2028	105,135.56
May 1, 2029	105,398.40
May 1, 2030	105,661.90
May 1, 2031	105,926.05
May 1, 2032	106,190.87
May 1, 2033	106,456.35
May 1, 2034	106,722.49

COPY



**TO:** Mayor Sorenson and Common Council Members  
**FROM:** Casey Bradley, City Administrator  
**DATE:** December 30, 2024  
**SUBJECT:** Safe Drinking Water Loan/Promissory Notes

This memorandum intends to provide background regarding the \$846,365 Taxable General Obligation Lead Service Line Replacement Promissory Notes, Series 2025 sale that will be on the next agenda.

**Background**

The City, through the Water Utility, applied to receive funds from the DNR to assist property owners in replacing their private lead service lines (“LSL”). Through the DNR program, a municipality could be awarded a combination of principal forgiveness and a loan. Funds awarded as principal forgiveness is like a grant -- no debt is incurred for these funds. Funds awarded as a loan must be paid back. A municipality awarded a combination of principal forgiveness and loan must accept the loan in order to receive the principal forgiveness.

For State Fiscal Year 2024, the City was eligible to receive 75% principal forgiveness and 25% loan for private LSL replacements in three census tracts. To secure the 25% loan (and obtain the 75% PF), the city is required to provide security for the loan in the form of a general obligation pledge.

While the City is asked to provide security for the DNR loan, City funds will not be required to repay the loan. The City, through the Utility, will provide financial assistance to eligible property owners who replace their private LSLs. Financial assistance will be provided in the form of a grant and a loan. Loan repayments from property owners will be used to pay back the City’s loan from the DNR.

**Next Steps**

If approved by Council, the city, through the Water Utility, will receive a loan of \$3,092,987 from the Safe Drinking Water Loan Program. The Department of Natural Resources, who is overseeing this program will forgive \$2,246,622 of the loan and the net remaining will be \$846,365. This is the amount we are being asked to support with our General Obligation pledge. All of these funds will be used to defray the costs individual homeowners will incur to replace their lead service lines. Ultimately, the \$846,365 will be repaid by benefiting homeowners as their 25% cost share of this work. We are recommending that the city back this loan for the purposes of getting 75% of the costs covered for homeowners while securing a low interest loan option for the remaining 25%.

**Casey Bradley**  
**City Administrator**  
  
CITY HALL  
828 CENTER AVE.  
SHEBOYGAN, WI 53081  
  
920-459-3317  
www.sheboyganwi.gov



**TO:** Mayor Sorenson and Common Council Members  
**FROM:** Casey Bradley, City Administrator  
**DATE:** December 30, 2024  
**SUBJECT:** Safe Drinking Water Loan/Promissory Notes

Item 18.

If you have any questions, please don't hesitate to contact me.

**Casey Bradley**  
**City Administrator**

CITY HALL  
828 CENTER AVE.  
SHEBOYGAN, WI 53081

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

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

Financial Assistance Agreement  
Safe Drinking Water Loan Program  
Form 8700-214 rev 10/24

STATE OF WISCONSIN SAFE DRINKING WATER LOAN PROGRAM  
LEAD SERVICE LINE REPLACEMENT  
FINANCIAL ASSISTANCE AGREEMENT WITH PRINCIPAL FORGIVENESS

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STATE OF WISCONSIN  
DEPARTMENT OF NATURAL RESOURCES  
DEPARTMENT OF ADMINISTRATION

and

CITY OF SHEBOYGAN

---

\$3,092,987 With up to \$2,246,622 PRINCIPAL FORGIVENESS

FINANCIAL ASSISTANCE AGREEMENT

---

Dated as of January 29, 2025

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This constitutes a **Financial Assistance Agreement** under the State of Wisconsin's Safe Drinking Water Loan Program. This agreement is awarded pursuant to ss. 281.59 and 281.61, Wis. Stats. The purpose of this agreement is to award financial assistance from the Safe Drinking Water Loan Program. This agreement also discloses the terms and conditions of this award.

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

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

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Municipal Identification No. 59281  
Safe Drinking Water Loan Program Project No. 4901-11

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## WITNESSETH:

WHEREAS, this is a FINANCIAL ASSISTANCE AGREEMENT (the "FAA"), dated January 29, 2025, between the STATE OF WISCONSIN Safe Drinking Water Loan Program (the "SDWLP"), by the Department of Natural Resources (the "DNR") and the Department of Administration (the "DOA"), acting under authority of ss. 281.59 and 281.61, Wis. Stats., as amended (the "Statute"), and the City of Sheboygan, a municipality within the meaning of the Statute, duly organized and existing under the laws of the State of Wisconsin (the "Municipality"); and

WHEREAS, the United States, pursuant to the Federal Safe Drinking Water Act Amendments of 1996 (the "Act"), requires each state to establish a drinking water revolving loan fund to be administered by an instrumentality of the state before the state may receive capitalization grants for eligible projects from the United States Environmental Protection Agency (the "EPA"), or any successor which may succeed to the administration of the program established by the Act; and

WHEREAS, the State of Wisconsin, pursuant to the Statute, Wis. Stats., established the SDWLP to be used in part for purposes of the Act; and

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

WHEREAS, DNR and DOA have the joint responsibility to provide SDWLP financial assistance to municipalities for the construction of eligible drinking water projects, all as set forth in the Statute; and

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

WHEREAS, DNR determined that the Municipality and the Project are not ineligible for financial assistance under s. 281.61(2g), Wis. Stats.; and

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

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

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

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

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



ARTICLE I  
DEFINITIONS; RULES OF INTERPRETATION

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

"Act" means the federal Safe Drinking Water Act, 42 U.S.C. 300f to 300j-26.

"American Iron and Steel" means the requirements for using American iron and steel as mandated under EPA's Drinking Water State Revolving Fund program.

"Application" means the written application of the Municipality dated June 21, 2023, for financial assistance under the Statute.

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

"Build America, Buy America" means Title IX of the Infrastructure Investment and Jobs Act, Publ. L. No. 117-58, §§ 70901-52.

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

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

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

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

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

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

"FAA" means this Financial Assistance Agreement.

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

"Final Completion" means all Service Lines to be financed under this FAA have been installed and the Municipality has submitted all necessary Project closeout documentation, including the final request for disbursement of Financial Assistance to the Municipality.

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

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

"Lead Service Line" or "LSL" means (i) all or a portion of a water Service Line constructed of lead, and/or (ii) all or a portion of a water Service Line constructed of galvanized material that is or was downstream of lead.

"Lead Service Line Replacement Program" means the subprogram of the SDWLP which provides funding from the Bipartisan Infrastructure Law for replacement of Lead Service Lines and is managed and administered by DNR and DOA.

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

"Loan Disbursement Table" means the table, maintained by DOA, with columns for inserting the following information for the portion of the Loan which is to be repaid with interest:

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

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

- (a) this FAA and the performance by the Municipality of its obligations thereunder have been duly authorized by all necessary actions by the governing body of the Municipality, and this FAA has been duly executed and delivered by the Municipality;
- (b) the Municipal Obligations have been duly authorized, executed, and delivered by the Municipality and sold to the SDWLP;
- (c) each of this FAA and the Municipal Obligations constitutes a legal, valid, and binding obligation of the Municipality, enforceable against the Municipality in accordance with its respective terms (provided that enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable and that its enforcement may also be subject to the exercise of judicial discretion in appropriate cases);
- (d) the Municipal Obligations constitute general obligations of the Municipality, and the full faith and credit of the Municipality is pledged for the payment of principal thereof and interest thereon as and when it becomes due; and
- (e) interest on the Municipal Obligations is included in gross income of the owners thereof for federal income taxation purposes.

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

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

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

"Principal Forgiveness" means Financial Assistance received in the form of forgiveness of a portion of the Loan principal pursuant to the Act, Regulations, and this FAA of which no repayment thereof shall be required except as may be required per the Act, Statute, Regulations, or this FAA. The total amount of principal forgiveness available for this Project as of the date of this FAA is \$2,246,622.

"Program Resolution" means the Amended and Restated Program Resolution for State of Wisconsin Environmental Improvement Fund Revenue Obligations adopted by the State of Wisconsin Building Commission, as such may from time to time be further amended or supplemented by Supplemental Resolutions in accordance with the terms and provisions of the Program Resolution.

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

"Project" means the project assigned SDWLP Project No. 4901-11 by DNR, described in the Project Manager Summary Page (Exhibit F), and further described in the DNR approval letter(s), if any, for the plans and specifications, or portions thereof, issued under s. 281.41, Wis. Stats.

"Project Costs" means the costs of the Project that are eligible for financial assistance from the SDWLP under the Statute, which are allowable costs under the Regulations, or are costs for which DNR granted a variance to a portion of the Regulations to make them allowable, which have been incurred by the Municipality or the applicable private property owner, an estimate of which is set forth in Exhibit A hereto and made a part hereof.

"Regulations" means the Act; chs. NR 108, NR 150, NR 166, NR 809, NR 810, and NR 811, Wis. Adm. Code, the regulations of DNR; and ch. Adm. 35, Wis. Adm. Code, the regulations of DOA, adopted pursuant to and in furtherance of the Statute, and ch. 145, Wis. Stats, as administered by the Department of Safety and Professional Services, as such may be adopted or amended from time to time.

"SDWLP" means the State of Wisconsin Safe Drinking Water Loan Program, established pursuant to the Statute and managed and administered by DNR and DOA.

"Service Line" means the water service piping from the corporation stop of a municipally-owned water main or service line to the meter, isolation valve, or other water utility service terminal on the served property.

"Servicing Fee" means any servicing fee that may be imposed by DNR and DOA pursuant to s. 281.61(5)(b), Wis. Stats., which shall cover the estimated costs of reviewing and acting upon the Application and servicing this FAA, and which the Municipality is obligated to pay as set forth in Section 3.09 hereof.

"State" means the State of Wisconsin.

"Statute" means ss. 281.59 and 281.61, Wis. Stats., as amended.

"Substantial Completion Date" means the date on which construction of the Project is sufficiently complete in accordance with the contract documents or the end of the calendar year following the second construction season which is December 31, 2026, whichever occurs last.

"Supplemental Resolution" shall have the meaning set forth in the Program Resolution.

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

"User Fees" means fees charged or to be charged to users of the Project or the Water System of which the Project is a part pursuant to the Municipality's Water Rates or otherwise.

"Water Diversion Permit" means a DNR permit issued to the Municipality under s. 30.18(2), Wis. Stats., to divert water from a stream or lake in Wisconsin.

“Water Rates” means a charge or system of charges levied on users of a water system for the user’s proportional share of the revenue requirement of a water system which consists of operation and maintenance expenses, depreciation, taxes, and return on investment.

“Water System” means all structures, conduits, and appurtenances by means of which water is delivered to consumers, except piping and fixtures inside buildings served and service pipes from buildings to street mains.

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

- (a) Words importing the singular number shall include the plural number and vice versa, and one gender shall include all genders.
- (b) All references herein to particular articles or sections are references to articles or sections of this FAA.
- (c) The captions and headings herein are solely for convenience of reference and shall not constitute a part of this FAA, nor shall they affect its meaning, construction, or effect.
- (d) The terms "hereby", "hereof", "hereto", "herein", "hereunder", and any similar terms as used in this FAA refer to this FAA in its entirety and not the particular article or section of this FAA in which they appear. The term "hereafter" means after and the term "heretofore" means before the date of delivery of this FAA.
- (e) All accounting terms not otherwise defined in this FAA have the meanings assigned to them in accordance with generally accepted accounting principles, and all computations provided for herein shall be made in accordance with generally accepted accounting principles.

## ARTICLE II REPRESENTATIONS

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

- (a) Reserved.
- (b) Pursuant to the Statute, the SDWLP has full power and authority to execute and deliver this FAA, consummate the transactions contemplated hereby, and perform its obligations hereunder.
- (c) The SDWLP is not in violation of any of the provisions of the Constitution or laws of the State which would affect its powers referred to in the preceding paragraph (b).
- (d) Reserved.
- (e) The execution and delivery by the SDWLP of this FAA and the consummation of the transactions contemplated by this FAA shall not violate any indenture, mortgage, deed of trust, note, agreement, or other contract or instrument to which the State is a party, or by which it is bound, or, to the best of the SDWLP’s knowledge, any judgment, decree, order, statute, rule, or regulation applicable to the SDWLP; all consents, approvals, authorizations, and orders of governmental or regulatory authorities that are required for the consummation of the transactions contemplated thereby have been obtained.

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

(g) The Project is on the DNR funding list for the 2024 state fiscal year.

Section 2.02. Representations of the Municipality The Municipality represents, and warrants as of the date of this FAA, and with respect to paragraphs (n), (s), (u), and (ee) covenants throughout the term of this FAA, as follows:

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

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

(b) The Municipality is in compliance with its Water Diversion Permit (if any).

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

(d) The governing body of the Municipality has duly approved the execution and delivery of this FAA and the issuance and delivery of the Municipal Obligations in the aggregate principal amount of \$846,365 and authorized the taking of any and all action as may be required on the part of the Municipality and its authorized officers to carry out, give effect to, and consummate the transactions contemplated by each of the foregoing.

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

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

- (1) affecting the creation, organization, or existence of the Municipality or the title of its officers to their respective offices;
- (2) seeking to prohibit, restrain, or enjoin the execution of this FAA or the issuance or delivery of the Municipal Obligations;
- (3) in any way contesting or affecting the validity or enforceability of the Municipal Obligation Resolution, the Municipal Obligations, this FAA, or any agreement or

instrument relating to any of the foregoing or used or contemplated for use in the consummation of the transactions contemplated by this FAA; or

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

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

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

(i) The resolutions of the Municipality accepting the Financial Assistance and authorizing the execution and delivery of this FAA and the transactions contemplated hereunder and the Municipal Obligation Resolution have been duly adopted by the Municipality and remain in full force and effect as of the date hereof.

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

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

(l) The Project is eligible under s. 281.61(2), Wis. Stats., for financing from the SDWLP, and the Project Costs are equal to or in excess of the principal amount of the Municipal Obligations. The Project has satisfied the requirements of the State Environmental Review Procedures contained in the Regulations. Portions of the Project that are ineligible for financing from the SDWLP are listed within the Project Manager Summary Page attached hereto as Exhibit F. The Municipality intends the Project to be eligible under the Statute throughout the term of this FAA.

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

(n) The Project is and shall remain in compliance with all applicable federal, state, and local laws and ordinances (including rules and regulations) relating to zoning, building, safety, and

environmental quality. The Municipality has complied with and completed all requirements of DNR necessary to commence construction of the Project prior to the date hereof. The Municipality intends to proceed with due diligence to complete the Project pursuant to Section 4.04 hereof.

(o) Reserved.

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

(q) Reserved.

(r) Reserved.

(s) The Municipality represents that it has satisfied and shall continue to satisfy all the applicable requirements in ss. 281.61(4), (5), and (8m), Wis. Stats., ch. NR 166, Wis. Adm. Code, and ch. 145 Wis. Stats.

(t) The Municipality has levied a tax that will generate annually sufficient revenue to pay the principal of and interest on the Municipal Obligations.

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

(v) Reserved.

(w) The Municipality represents that it submitted to DNR a bid tabulation for the Project with a recommendation to DNR for review and concurrence. The expected Substantial Completion date of the Project is December 31, 2026.

(x) If the Municipality fails to make a principal repayment or interest payment after its due date, the department of administration shall place on file a certified statement of all amounts due under this section and s. 281.58 or 281.61 or s. 281.60, 2021 stats. After consulting the department, the department of administration may collect all amounts due by deducting those amounts from any state payments due the municipality or may add a special charge to the amount of taxes apportioned to and levied upon the county under s. 70.60. If the department of administration collects amounts due, it shall remit those amounts to the fund to which they are due and notify the department of that action.

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

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

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

(bb) Reserved.

(cc) The Municipality acknowledges that it is eligible to receive Financial Assistance in the form of a Loan of \$3,092,987 with Principal Forgiveness of \$2,246,622 for payment of Project Costs.

(dd) The Municipality acknowledges that they have final responsibility for assuring compliance with all federal requirements of the Lead Service Line Replacement Program whether the work is completed under a municipally-bid contract or completed utilizing a prequalified list of plumbers and contractors from which property owners contract directly.

(ee) The Municipality has met all terms and conditions contained herein and certifies that the Project funded through this agreement will result in the entire Service Line being lead-free and that no partial replacement will result in a Service Line that is still partially lead.

### ARTICLE III LOAN PROVISIONS

#### Section 3.01. Loan Clauses

(a) Subject to the conditions and in accordance with the terms of this FAA, the SDWLP hereby agrees to make the Loan, and the Municipality agrees to accept the Loan. As evidence of the portion of the Loan made to the Municipality remaining subsequent to the Principal Forgiveness, the Municipality hereby agrees to sell to the SDWLP Municipal Obligations in the aggregate principal amount of \$846,365. The SDWLP shall pay for the Municipal Obligations in lawful money of the United States, which shall be disbursed as provided in this FAA.

(b) Prior to disbursement, Loan proceeds shall be held by the SDWLP or by the Trustee for the account of the SDWLP. Earnings on undisbursed Loan proceeds shall be for the account of the SDWLP. Loan proceeds shall be disbursed only upon submission by the Municipality of disbursement requests and approval thereof as set forth in Section 3.05 hereof.

(c) The Loan shall bear interest at the rate of zero and 250/1000ths percent (0.25%) per annum, and interest shall accrue and be payable only on Loan principal amounts actually disbursed on the Municipal from the date of disbursement until the date such amounts are repaid or forgiven.

(d) Disbursements of Financial Assistance shall generally be made: first in the form of Loan disbursements that include the applicable percentage of Principal Forgiveness up to \$2,246,622; and second, if the Principal Forgiveness cap has been reached, in the form of Loan disbursements on the Municipal Obligations. Principal Forgiveness will be applied at the time of Loan disbursement.

(e) The Department of Administration shall maintain a Loan Disbursement Table on its website <http://eif.doa.wi.gov/start.asp> [eif.doa.wi.gov]. DOA shall make entries as each disbursement is made and as each principal amount is repaid; the CWFPP and the Municipality agree that such entries shall be mutually binding.

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

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

Section 3.02. Municipal Obligations Amortization Principal and interest payments on the Municipal Obligations shall be due on the dates set forth in Exhibit B of this FAA. The payment amounts shown on Exhibit B are for informational purposes only and assume the full amount of the Municipal Obligations is



disbursed and that the full amount of Principal Forgiveness available is applied to the Loan on January 29, 2025. It is understood that the actual amounts of the Municipality's Municipal Obligations payments shall be based on the actual dates and amounts of disbursements on the Municipal Obligations. Notwithstanding the foregoing or anything in the Municipal Obligations, the Municipal Obligations shall be for no longer than ten (10) years from the date of this FAA and shall mature and be fully amortized not later than ten (10) years after the original issue date of the Municipal Obligations. Repayment of principal on the Municipal Obligations shall begin not later than twelve (12) months after the expected or actual Substantial Completion date of the Project.

Section 3.03. Type of Municipal Obligation and Security The Municipality's obligation to meet annual debt service requirements on the Municipal Obligations shall be a general obligation evidenced by issuance of general obligation notes pursuant to ch. 67, Wis. Stats. The security for the Municipality's obligation to meet the annual debt service requirements shall be the full faith and credit of the Municipality and an irrevocable levy of ad valorem taxes and may include revenues of the Water System which are appropriated and irrevocably deposited in the debt service fund for the Municipal Obligations. Pursuant to s. 67.05(10), Wis. Stats., the tax levy may be reduced by the amounts of revenues so deposited. The Municipal Obligations are also secured as provided in Section 3.07 hereof.

Section 3.04. Sale and Redemption of Municipal Obligations

- (a) Municipal Obligations may not be prepaid without the prior written consent of the SDWLP. The SDWLP has sole discretion to withhold such consent, except that excess proceeds of the collection of the special charges may be applied, on May 1 or November 1 annually, to prepay the Municipal Obligations as provided by the Municipal Obligation Resolution.
- (b) The Municipality shall pay all costs and expenses of the SDWLP in effecting the redemption of the Bonds to be redeemed with the proceeds of the prepayment of the Municipal Obligations. Such costs and expenses may include any prepayment premium applicable to the SDWLP and any investment losses incurred or sustained by the SDWLP resulting directly or indirectly from any such prepayment.
- (c) Subject to subsection (a), the Municipality may prepay the Municipal Obligations with any settlements received from any third party relating to the design or construction of the Project.
- (d) Prepayments of the Municipal Obligations shall be applied pro rata to all maturities of the Municipal Obligations unless otherwise agreed to by the State.

Section 3.05. Disbursement of Financial Assistance

- (a) Under this FAA, Financial Assistance shall be drawn in the order specified in Section 3.01(d) of this document.
- (b) Each disbursement request shall be delivered to DNR. Each request must contain invoices or other evidence acceptable to DNR and DOA that Project Costs for which disbursement of Financial Assistance is requested have been incurred by the Municipality or the applicable private property owner.
- (c) The SDWLP, through its agents or Trustee, plans to make disbursements of Financial Assistance on a semimonthly basis upon approval of each disbursement request by DNR and DOA. Such approval by DNR and DOA may require adjustment and corrections to the disbursement request submitted by the Municipality. The Municipality shall be notified whenever such an adjustment or correction is made by DNR or DOA.
- (d) Disbursements made to the Municipality are subject to pre- and post-payment adjustments by DNR or DOA.

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

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

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

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

(1) DNR is satisfied that the Project has been completed, and DNR has approved all change orders relating to the Project;

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

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

(4) the Municipality furnishes reports and provides data and such other information as SDWLP may require prior to Project closeout; and

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

(g) Treas. Regs. 26 CFR § 1.148-6(d)(1)(iii) applies to project expenditures; it states, in part, "An issuer must account for the allocation of proceeds to expenditures not later than 18 months after the later of the date the expenditure is paid or the date the project, if any, that is financed by the issue is placed in service".

### Section 3.06. Remedies

(a) If the Municipality or any agent thereof:

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

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

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

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

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

(ii) Project work may be suspended.

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

(iv) Other administrative remedies may be pursued.

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

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

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

(3) In the case of a joint utility system, the SDWLP may bill the users of the Water system directly.

(4) The SDWLP may declare the principal amount of the Municipal Obligations immediately due and payable.

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

(6) The SDWLP may increase the interest rate set forth in Section 3.01 hereof to the market interest rate as defined in the Statute and Regulations.

**Section 3.07. Security for the Municipal Obligations** As security for the Municipal Obligations, the Municipality hereby pledges the full faith and credit of the Municipality and an irrepealable levy of ad valorem taxes (which is a dedicated source of revenue) in accordance with the terms of the Municipal Obligation Resolution.

**Section 3.08. Effective Date and Term** This FAA shall become effective upon its execution and delivery by the parties hereto, shall remain in full force and effect from such date, and shall expire on such date as the Municipal Obligations shall be discharged and satisfied in accordance with the provisions thereof.

**Section 3.09. Other Amounts Payable** The Municipality hereby expressly agrees to pay to the SDWLP:

(a) such Servicing Fee as the SDWLP may impose pursuant to s. 281.61(5)(b), Wis. Stats., which shall be payable in semiannual installments on each interest payment date; such a Servicing Fee shall be imposed upon the Municipality after approval of a future Biennial Finance Plan by the

State of Wisconsin Building Commission which contains a Servicing Fee requirement, schedule, and amount; and

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

Amounts paid by the Municipality pursuant to this Section 3.09 shall be deposited in the Equity Fund established pursuant to the Program Resolution.

#### ARTICLE IV CONSTRUCTION OF THE PROJECT

Section 4.01. Insurance When utilizing a municipally-bid contract, the Municipality agrees to maintain property and liability insurance for the Project that is reasonable in amount and coverage and that is consistent with prudent municipal insurance practices for the term of this FAA. The Municipality agrees to provide written evidence of insurance coverage to the SDWLP upon request at any time during the term of this FAA.

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

#### Section 4.02. Construction of the Project

- (a) The Municipality shall construct the Project, or cause it to be constructed, to Final Completion in accordance with the Application. The Municipality shall proceed with the acquisition and construction of the Project in conformity with law and with all applicable requirements of governmental authorities having jurisdiction with respect thereto.
- (b) During construction of the Project, if a Lead Service Line is replaced that results in creation of a partial Lead Service Line due to the remaining portion of the Service Line also containing lead, or containing galvanized iron or galvanized steel that is or has been downstream of lead, the SDWLP shall not provide funding for the Lead Service Line replacement until the remaining side of the Service Line has also been replaced.
- (c) Pitcher filters or point-of-use filtration that have been certified to NSF/ANSI 53 for the reduction of lead shall be provided from the start of replacement until at least six months following completion of the replacement. The Municipality shall attempt to replace a Service Line in its entirety within 45 days of the start of construction on the Lead Service Line. In no case shall the full replacement period exceed 180 days.

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

#### Section 4.04. Completion of the Project

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

applicable property owner shall obtain all necessary approvals from any and all governmental agencies prior to construction which are requisite to the Final Completion of the Project.

(b) The Municipality shall notify DNR of the Substantial Completion of the Project. At or prior to completion of the Project, the Municipality shall cause to be prepared for the Project documentation which will include, for each replacement:

- (1) property address,
- (2) property type (residential, school, daycare, commercial, other),
- (3) original Service Line material,
- (4) new Service Line material; and
- (5) Service Line ownership (public, private, both).

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

(d) Upon Final Completion of the Project, the Municipality shall:

- (1) complete and deliver to DNR the documentation described in Section 4.04(b) above;
- (2) prepare and deliver to DNR the completed Federal Requirements Compliance Certification attached hereto as Exhibit E of this FAA; and
- (3) if the Project included work performed under a municipally-bid contract, prepare and deliver to DNR the completed Contract Utilization of Disadvantaged Business Enterprises (DBE) form attached hereto as Exhibit E of this FAA.

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

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

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

Section 4.06. No Warranty Regarding Condition, Suitability, or Cost of Project Neither the SDWLP, DOA or DNR makes any warranty, either express or implied, as to the Project or its condition, or that it shall be suitable for the Municipality's purposes or needs, or that the Financial Assistance shall be sufficient to pay the costs of the Project. Review or approval of engineering reports, facilities plans, the plans and specifications, or other documents, or the inspection of Project construction by DNR, does not relieve the Municipality of its responsibility to properly plan, design, and build the Project as required by laws, regulations, permits, and good management practices. DNR or its representatives are not responsible for increased costs resulting from defects in the Project documents. Nothing in this section

prohibits a Municipality from requiring more assurances, guarantees, indemnity, or other contractual requirements from any party performing Project work.

## ARTICLE V COVENANTS

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

Section 5.02. Reserved

Section 5.03. Compliance with Law At all times during construction of the Project the Municipality shall comply with all applicable federal, state, and local laws, ordinances, rules, regulations, permits, and approvals, including, without limitation, the Statute, the Regulations, and the Water Diversion Permit (if any), and with this FAA.

Section 5.04. Reserved

Section 5.05. Establishment of Project Accounts; Audits

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

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

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

Section 5.07. Project Areas The Municipality shall permit representatives of DNR access to the Project records at all reasonable times, include provisions in any municipally-bid contracts permitting access during construction, and allow extracts and copies of Project records to be made by DNR representatives.

Section 5.08. Engineering Inspection When utilizing a municipally-bid contract, the Municipality shall provide competent and adequate inspection of all Project construction under the direction of a professional engineer licensed in the State. The Municipality shall direct such engineer to inspect work necessary for the construction of the Project and to determine whether such work has been performed in accordance with applicable building codes.

Section 5.09. Reserved

Section 5.10. User Fee Covenant

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

(b) The Municipality covenants that it shall adopt, and adequately maintain for the design life of the Project, a system of User Fees with respect to the Project. The Municipality covenants that it shall, from time to time, revise and charge User Fees with respect to the Project such that the revenues and funds described in paragraph (a) shall be sufficient to pay the costs described in paragraph (a).

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

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

Section 5.13. Nondiscrimination Covenant

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

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

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

Section 5.15. Adequate Funds The Municipality shall have sufficient funds available to repay the Municipal Obligations.

Section 5.16. Management When utilizing a municipally-bid contract, the Municipality shall provide and maintain competent and adequate management, supervision, and inspection at the construction site to ensure that the completed work conforms to applicable building codes. The Municipality shall furnish progress reports and such other information as DNR may require.

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

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

Section 5.19. Rebates The Municipality agrees to pay to the SDWLP any refunds, rebates, credits, or other amounts received for Project Costs for which disbursement of funds has already been made by the SDWLP. The SDWLP shall then apply the amount it receives as a Loan prepayment or as a recovery of a Loan disbursement with Principal Forgiveness (if there is no outstanding principal balance for the Project).

Section 5.20. Maintenance of Legal Existence

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

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

- (1) the resulting, surviving, or transferee legal entity is a legal entity established and duly existing under the laws of Wisconsin;
- (2) such resulting, surviving, or transferee legal entity is eligible to receive financial assistance under the Statute;
- (3) such resulting, surviving, or transferee legal entity expressly assumes in writing all of the obligations of the Municipality contained in this FAA and the Municipal Obligations and any other documents the SDWLP deems reasonably necessary to protect its environmental and credit interests; and
- (4) the SDWLP consents in writing to such transaction, which consent may be withheld in the absolute discretion of the SDWLP.

Section 5.21. Wage Rate Requirements The Municipality represents that it shall comply with Section 1450(e) of the Act (42 USC 300j-9(e)), which requires that all laborers and mechanics employed by contractors and subcontractors funded directly by, or assisted in whole or in part with, funding under the Loan shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor (DOL) in accordance with subchapter IV of chapter 31 of title 40, United States Code.

Section 5.22. American Iron and Steel and Build America, Buy America The Municipality agrees to comply with all federal requirements applicable to the Project, including those imposed by the Infrastructure



Investment and Jobs Act, which the Municipality understands requires that all iron and steel, manufactured products, and construction materials used in the Project are to be produced in the United States (Build America, Buy America requirements) unless the Municipality requested and obtained a waiver from the cognizant agency pertaining to the Project or the Project is otherwise covered by a general applicability waiver.

If the Municipality is exempt from Build America, Buy America requirements due to a waiver, the Municipality shall comply with the requirements for use of American Iron and Steel contained in Public Law 115-114 for products used in the Project that are made primarily of iron and/or steel. If the Municipality is not exempt from Build America, Buy America requirements, EPA views the American Iron and Steel requirements as meeting the iron and steel product requirements of Build America, Buy America Section 70914.

The Municipality agrees to comply with all record keeping and reporting requirements under all applicable legal authorities, including any reports required by the funding authority (such as EPA and/or the SDWLP), such as records regarding performance indicators of program deliverables, information on costs, and Project progress reports. The Municipality understands that: (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities, and (ii) failure to comply with the applicable legal requirements and this FAA may result in a default hereunder that results in: a repayment of the assistance agreement in advance of the maturity of the Bonds; termination and/or repayment of grants, cooperative agreements, or direct assistance; or other remedial actions.

Section 5.23. Federal Single Audit At the time of signing of this FAA, the funds awarded to the Municipality for this Project are considered to be subject to federal single audit requirements, but such consideration may change subsequent to this FAA if any changes are made to federal single audit requirements applicable to municipalities. To the extent applicable, the Municipality shall comply with the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Rewards (Uniform Guidance). For auditor's reference, the SDWLP Project falls under Catalog of Federal Domestic Assistance number 66.468. Without any request the Municipality shall furnish to DOA, at doaeif@wisconsin.gov as soon as available, and in any event within 30 days after completion, the Federal Single Audit. Notification must include acknowledgement of any SRF findings and/or resolution to prior year findings.

Section 5.24. Federal Equivalency Project The Municipality covenants that the Project shall comply with federal requirements applicable to activities supported with federal funds, a list of which is included as Exhibit G of this FAA.

#### ARTICLE VI MISCELLANEOUS

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

- (a) DEPARTMENT OF ADMINISTRATION  
OFFICE OF CAPITAL FINANCE  
SAFE DRINKING WATER LOAN PROGRAM  
101 EAST WILSON STREET 10TH FLOOR  
MADISON WI 53702-0004  
OR  
PO BOX 7864  
MADISON WI 53707-7864

- (b) DEPARTMENT OF NATURAL RESOURCES  
BUREAU OF COMMUNITY FINANCIAL ASSISTANCE  
101 SOUTH WEBSTER STREET CF/2  
MADISON WI 53702-0005  
OR  
PO BOX 7921  
MADISON WI 53707-7921
- (c) US BANK CORP TRUST  
MATTHEW HAMILTON EP-MN-WS3T  
60 LIVINGSTON AVENUE  
ST PAUL MN 55101-2292
- (d) CITY OF SHEBOYGAN  
828 CENTER AVENUE  
SHEBOYGAN WI 53081

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF SHEBOYGAN

By: \_\_\_\_\_  
Ryan Sorenson  
Mayor

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

STATE OF WISCONSIN  
DEPARTMENT OF ADMINISTRATION

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

STATE OF WISCONSIN  
DEPARTMENT OF NATURAL RESOURCES

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

EXHIBIT A  
PROJECT BUDGET SHEET

CITY OF SHEBOYGAN  
SDWLP Project No. 4901-11

	<b>Total Project Costs/SDWLP Total Award Amount for this Project</b>
Force Account	0.00
Interim Financing	0.00
Preliminary Engineering	0.00
Land or Easement Acquisition	0.00
Engineering/Construction Mgmt.	0.00
Construction/Equipment	2,943,493.00
Contingency	102,960.16
Miscellaneous Costs	26,533.84
SDWLP Closing Costs	20,000.00
<b>TOTAL</b>	<b>3,092,987.00</b>
<b>Principal Forgiveness Amount</b>	<b>2,246,622.00</b>
<b>Net SDW Loan Amount</b>	<b>846,365.00</b>

(A) Principal Forgiveness is calculated and awarded up to 75% for the private side construction costs of \$2,893,577.66, which is up to \$2,170,184.00 of principal forgiveness, and up to 50% for the private side construction costs of \$152,875.50, which is up to \$76,438.00 of principal forgiveness, for a total Principal Forgiveness amount of \$2,246,622.00.

**Sheboygan, City, Wisconsin**

Project # 4901-11 Safe Drinking Water LSL Project

Loan Closing Date:

**January 29, 2025**

Payment Date	Principal Payment	Interest Rate	Interest Payment	Principal & Interest	Bond Year Debt Service	Calendar Year Debt Service
1-May-25	0.00	0.250%	540.73	540.73	540.73	0.00
1-Nov-25	0.00	0.250%	1,057.96	1,057.96	0.00	1,598.69
1-May-26	0.00	0.250%	1,057.96	1,057.96	2,115.92	0.00
1-Nov-26	0.00	0.250%	1,057.96	1,057.96	0.00	2,115.92
1-May-27	104,873.38	0.250%	1,057.96	105,931.34	106,989.30	0.00
1-Nov-27	0.00	0.250%	926.86	926.86	0.00	106,858.20
1-May-28	105,135.56	0.250%	926.86	106,062.42	106,989.28	0.00
1-Nov-28	0.00	0.250%	795.45	795.45	0.00	106,857.87
1-May-29	105,398.40	0.250%	795.45	106,193.85	106,989.30	0.00
1-Nov-29	0.00	0.250%	663.70	663.70	0.00	106,857.55
1-May-30	105,661.90	0.250%	663.70	106,325.60	106,989.30	0.00
1-Nov-30	0.00	0.250%	531.62	531.62	0.00	106,857.22
1-May-31	105,926.05	0.250%	531.62	106,457.67	106,989.29	0.00
1-Nov-31	0.00	0.250%	399.21	399.21	0.00	106,856.88
1-May-32	106,190.87	0.250%	399.21	106,590.08	106,989.29	0.00
1-Nov-32	0.00	0.250%	266.47	266.47	0.00	106,856.55
1-May-33	106,456.35	0.250%	266.47	106,722.82	106,989.29	0.00
1-Nov-33	0.00	0.250%	133.40	133.40	0.00	106,856.22
1-May-34	106,722.49	0.250%	133.40	106,855.89	106,989.29	106,855.89
Totals	846,365.00		12,205.99	858,570.99	858,570.99	858,570.99
			Net Interest Rate	0.2500%		
			Bond Years	4,882.3958		
			Average Life	5.7687		

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

16-Dec-24 Wisconsin Department of Administration

**Loan Payment Schedule Comments**

Please review the preceding loan payment schedule. It shows the dates of your first interest and principal payments. The preceding loan payment schedule assumes you draw all the loan funds on the loan closing date. Borrowers often draw loan funds over time. Interest only accrues on the funds disbursed and only after the date of each disbursement.

You can view your payment schedule based on disbursements to date at <http://eif.doa.wi.gov/>. Select Loan Payment Schedule on the lower half of the page. You can also request loan payment information from [doaeif@wisconsin.gov](mailto:doaeif@wisconsin.gov).

You can generate additional reports at <http://eif.doa.wi.gov/>.

<u>Available Report</u>	<u>Information Provided</u>
Auditor Verification Report	Information commonly requested by municipal auditors. Available for completed calendar years.
Loan Account History	Loan disbursements, principal payments, and loan balance.
Loan Payment Schedule	Future principal and interest payments for disbursements.
Payment History	Past principal and interest payments.
Disbursement History	Past loan and grant disbursements.

Use the Output to Excel button at the bottom of the page to create your report in Microsoft Excel. Find details on generating reports at <http://eif.doa.wi.gov/siteDescr.htm>.

The Environmental Improvement Fund sends invoices semi-annually. You will receive an invoice approximately 45 days prior to the due date. If you have multiple loans, we will send a single invoice showing the payment amount for each loan.

- May 1: principal and interest payments due
- November 1: interest payments due

For more information about your payment schedule, please email [doaeif@wisconsin.gov](mailto:doaeif@wisconsin.gov). The first available staff will respond to your inquiry.

EXHIBIT C

FEDERAL REQUIREMENTS COMPLIANCE CERTIFICATION

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

The undersigned officials of the City of Sheboygan (the "Municipality") hereby certify that, for all expenditures made for construction of DNR Project No. 4901-11 (the "Project"), the Municipality has met the prevailing wage rate requirements of the Davis-Bacon Act.

The Municipality further certifies that, after taking into account any national or project-specific waivers approved by the U.S. Environmental Protection Agency, DNR Project No. 4901-11 has met the requirements for Build America, Buy America of the Infrastructure Investment and Jobs Act, Public Law No. 117-58, §§ 70901-52, and the use of American Iron and Steel mandated under EPA's Drinking Water State Revolving Fund Program.

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

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

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

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

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



EXHIBIT D

OPERATING CONTRACTS

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

**UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE)**

**Notice:** This form is authorized by ss. 281.58, 281.59, and 281.61, Wis. Stats. Submittal of a completed form to the Department is mandatory prior to receiving a final disbursement. Dollar amounts listed on the form should only include amounts paid under the Financial Assistance Agreement. Information collected on this form will be used for administrative purposes and may be provided to requesters to the extent required by Wisconsin's Public Records Law [ss. 19.31–19.39, Wis. Stats.].

Municipality City of Sheboygan	Project Number 4901-11
Project Description BIL SFY24 LSL Program	

Are any DBEs expected to be utilized on the project? If yes, list below. Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>				Enter at Project Closeout	
DBE Firm	Indicate DBE Type	Construction or Non-construction*	Contract Estimate (\$)	Actual Amount Paid to the DBE (\$)	Certifying Agency or List
<i>SAMPLE: ABC Engineering, LLC.</i>	<input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other	<i>Non-construction</i>	<i>10,000</i>	<i>9,950</i>	<i>WisDOT</i>
	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other				
	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other				
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	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other				

\* Construction costs include but are not limited to paving, excavation, HVAC, plumbing, electrical, carpentry, trucking, and equipment. Non-construction costs include but are not limited to professional services, engineering, land acquisition, and supplies.

I hereby certify that, to the best of my knowledge and belief, the information provided on this form is accurate and correct.

Signature of Municipal Representative		Date Signed
Name of Person Completing This Form	Email Address	Phone Number

## EXHIBIT F

PROJECT MANAGER SUMMARY PAGE

CITY OF SHEBOYGAN  
SDWLP Project No. 4901-11

1. Project Description: Sheboygan has been a participant in DNR's private side Lead Service Line (LSL) replacement program starting in 2017. This Project is the latest private side LSL replacement project, utilizing five municipally-bid contracts and a prequalified list of plumbers to replace approximately 490 private LSLs. In the City of Sheboygan, the property owner owns the entire length of the service line from the water main to the meter. The Municipality passed an LSL replacement ordinance on July 6, 2020, which also established a financial assistance program.

For private side LSL replacements through the prequalified list, the property owner and plumber will contract directly. The Municipality will make direct payment to the contracted plumber for the total cost. The Municipality will cover 75% of the total costs in the form of a grant to the property owner. The property owner may pay the remaining 25% in full or in the form of a loan at 0% interest over a 36- or 72-month period.

Private side LSL replacements totaling \$152,875.50 were completed under the Municipality's pre-existing replacement program at 50% grant and 50% loan agreements. These replacement costs shall be submitted on the first disbursement request and 50% Principal Forgiveness will be applicable, up to a total of \$76,438.00. See Principal Forgiveness and Disbursement Requests sections below for more detail.

Eligible replacements under this FAA consist of the replacement of Lead Service Lines from the corporation stop or the curb stop of a municipally-owned water main or Service Line to the meter, or other water utility service terminal on the served property.

All LSL replacements must result in complete removal of all lead components between the watermain and the connection point inside the building. Galvanized Service Lines, on the public or the private side, are considered lead for the purpose of determining whether a Lead Service Line has been completely replaced.

If a Lead Service Line, including both the public portion and the private portion of the line, cannot be replaced in its entirety at one time, resulting in a Service Line that is temporarily composed partially of lead, the water utility is required to provide the customer with filtration during the time between replacements. Filters must be models that have been tested and certified to NSF/ANSI 53 for the reduction of lead. Filters must also be supplied for six months following full LSL replacement. Funding through this FAA shall not be disbursed for those lines until all lead components have been completely replaced, and such replacement is recommended to be completed within 45 days of the initial replacement of a portion of the Lead Service Line but should be replaced within 90 days, unless the public side of the Lead Service Line was replaced prior to participation in the LSL Replacement Program. Please refer to the LSL Replacement Best Practices document attached as Exhibit H.

2. Ineligible Costs: No ineligible costs were identified in the review of this Project. If the Department identifies ineligible Project Costs as the Project progresses, the Department will notify the Municipality.

In general, costs that are ineligible for inclusion under this FAA include:

- LSL replacements where either the public side or the private side contains lead and has not been replaced (partial replacements);
- Watermain replacements, even if the watermain has lead joints;
- Premise plumbing, which includes anything downstream of the normal connection point inside the home.

3. Miscellaneous Costs: As shown in the Project Budget Sheet Summary (Exhibit A), SDWLP funding in the amount of \$26,533.84 is included in the Miscellaneous category for:
- ◆ Administrative (Register of Deeds) - \$5,820.00
  - ◆ Bay Lake RPC Wage Rate Monitoring - \$16,713.84
  - ◆ Financial Advisor - \$4,000.00

5. Contingency Allowance: The Contingency allowance of \$102,960.16 is five percent of the amount of uncompleted construction work adjusted for DNR reviewed change orders and also includes an additional contingency of \$20,350.00 for anticipated change orders not yet received. The Municipality must obtain DNR approval of change orders prior to requesting reimbursement.

Base contingency (Uncompleted construction work x 5%)				\$8,329.26
Alfson Excavating	23035-6	CO No. 1-6		\$32,136.86
Van Rite Plumbing	23048-6	CO No. 1-3		\$11,469.04
Essential Sewer & Water Services	23050-6	CO No. 1-2		\$30,675.00
Additional Contingency				\$20,350.00
Total Contingency Allowance				\$102,960.16

6. DBE Good Faith Effort: The Municipality made a good faith effort by encouraging DBEs to prequalify in the request for qualifications and encouraging DBEs to submit bids in the bid advertisement for each construction contract. The prime contractors Alfson Excavating (contracts 23007-6 and 23035-6), Van Rite Plumbing (contracts 23008-6 and 23048-6), and Essential Sewer and Water Services (contract 23050-6), made good faith efforts by reaching out directly to DBEs on the Unified Certification Program list. No DBEs are anticipated to perform work on this Project.
7. Davis-Bacon Wage Rate Requirements: For projects where the work was bid as a municipal contract, all work must comply with Davis-Bacon and Related Acts requirements.

For projects where the property owner contracts directly with a plumber or contractor from a prequalified list, Davis-Bacon and Related Acts requirements apply to all replacements unless:

- The plumber/contractor is a sole proprietor or a partnership where the owners perform all the work on the project (an owner must have at least 20% equity interest in the business and be actively involved in management); or
- The cost of the replacement is \$2,000 or less.

It is the municipality's responsibility to verify plumber/contractor employee status in order to determine if Davis-Bacon requirements apply.

8. Build America, Buy America: This Project is subject to the Build America, Buy America requirements of Title IX of the Infrastructure Investment and Jobs Act, Public Law No. 117-58, §§ 70901-52. If this Project is exempt from Build America, Buy America requirements under a project specific or general applicability waiver, the Project is still subject to use of American Iron and Steel requirements of Section 1452 of the Act.
9. Environmental Review: The SDWLP has determined through an environmental assessment that the Project will result in a categorical exclusion. A construction site storm water permit may be required if the contiguous project area exceeds one acre.

10. Principal Forgiveness: The Project is awarded Principal Forgiveness of 75% for private side construction costs, up to a total of \$2,170,184.00. The Project is also awarded 50% Principal Forgiveness for private side construction costs, up to a total of \$76,438.00, for replacements completed under the Municipality's pre-existing financial assistance program agreements with 50% grant and 50% loan terms. The total Principal Forgiveness awarded for this Project is \$2,246,622.00. This principal forgiveness is solely for the purpose of reducing the cost borne by property owners for replacement of their Lead Service Line.
11. Federal Single Audit: This Project is being financed with federal funds and is subject to the Federal Single Audit requirements referenced in Section 5.23 of this FAA. If the Municipality receives more than \$750,000 of money that originates from any federal source in a calendar year, then it must commission a Federal Single Audit as part of its regular financial audit. The Catalog of Federal Domestic Assistance number is 66.468 for drinking water project disbursements funded with federal money.
12. Closeout Documentation: At Project completion the Municipality must submit to DNR the documentation described in section 4.04(b) of this FAA, which will include reporting for each replaced Service Line:
  1. property address,
  2. property type (residential, school, daycare, commercial, other),
  3. original Service Line material,
  4. new Service Line material; and,
  5. Service Line ownership (public, private, both)
13. Disbursement Requests: This Project includes approximately \$152,875.50 in construction costs for completed private Lead Service Line replacements that do not meet the Build America, Buy America requirements of Title IX of the Infrastructure Investment and Jobs Act, Public Law No. 117-58, §§ 70901-52. These non-compliant replacement costs shall be submitted on the first request for disbursement and the disbursement shall be made from Water Infrastructure Fund Transfer Act (WIFTA) funds. These replacements were also completed under the Municipality's pre-existing 50% grant and 50% loan agreements, therefore, 50% Principal Forgiveness will be applied, up to a total of \$76,438.00. Construction costs submitted on the second disbursement request and all subsequent requests shall be for private Lead Service Line replacements that meet the Build America, Buy America requirement and 75% Principal Forgiveness will be applied, up to a total of \$2,170,184.00.

## EXHIBIT G

LIST OF FEDERAL LAWS AND AUTHORITIES

The Municipality acknowledges that the Project is designated as a Federal Equivalency project, which is subject to additional federal requirements listed below.

- Archaeological and Historic Preservation Act of 1974 (P.L. 93-291, as amended) 16 U.S.C. §469a-1
- Build America, Buy America Act (BABA), P.L. 117-58, §§ 70901-52
- Clean Air Act Conformity (P.L. 95-95, as amended) 42 U.S.C. §7506(c)
- Coastal Barriers Resources Act (P.L. 97-348) 16 U.S.C. §3501 et. seq.
- Coastal Zone Management Act (P.L. 92-583, as amended) 16 U.S.C. §1451 et. seq.
- Debarment and Suspension (Executive Order 12549)
- Demonstration Cities & Metropolitan Development Act (P.L. 89-754, as amended) 42 U.S.C. §3331 et. seq.
- Endangered Species Act (P.L. 93-205, as amended) 16 U.S.C. §1531 et. seq.
- Enhancing Public Awareness of SRF Assistance Agreements (EPA Office of Water Memo dated June 3, 2015)
- Environmental Justice (Executive Order 12898)
- Equal Employment Opportunity (Executive Order 11246)
- Farmland Protection Policy Act (P.L. 97-98) 7 U.S.C. §4201 et. seq.
- Federal Single Audit Act (2 CFR 200 Subpart F)
- Fish and Wildlife Coordination Act (P.L. 85-624, as amended) 16 U.S.C. §661
- Floodplain Management (Executive Order 11988, as amended)
- National Historic Preservation Act of 1966 (P.L. 89-665, as amended) 54 U.S.C. §300101 et. seq.
- NEPA-like Environmental Review (National Environmental Policy Act)
- Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR 200.216)
- Promoting the Use of Small, Minority, & Women-owned Businesses (Executive Orders 11625, 12138, & 12432)
- Protection and Enhancement of the Cultural Environment (Executive Order 11593)
- Protection of Wetlands (Executive Order 11990, as amended)
- Uniform Relocation Assistance and Real Property Acquisition Policies Act (P.L. 91-646, as amended)
- Wild & Scenic Rivers Act (P.L. 90-542, as amended) 16 U.S.C. §1271 et. seq.

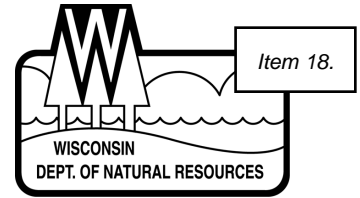
## EXHIBIT H

**BEST PRACTICES FOR LEAD SERVICE LINE REPLACEMENTS**

➤ **Participants in the Lead Service Line Replacement Program are expected to follow these steps.**

**Lead Service Line Replacement Requirements under the Lead & Copper Rule Revisions (LCRR)**

1. **Notice and Public Education.** Provide notice to the owner of the affected service line as well as non-owner resident(s) served by the affected service line within 24 hours of completion of the replacement. The notice must include all the following information, in accordance with §141.85(a) of the LCRR.
  - Explain that consumers may experience a temporary increase of lead levels in their drinking water due to the replacement.
  - Provide information about the health effects of lead.
  - Provide information about actions consumers can take to minimize their exposure to lead in drinking water.
2. **Flushing Information.** Provide information about service line flushing before the replaced service line is returned to service.
3. **Filters.** Provide the consumer(s) with a pitcher filter or point-of-use device certified by an American National Standards Institute accredited certifier to NSF/ANSI 53 for the reduction of lead, six months of replacement cartridges, and instructions for use before the replaced service line is returned to service.
4. **Follow-up Sampling.** Offer to the consumer to take a follow up tap sample between three months and six months after completion of the replacement and provide the results of the sample to the consumer.



December 30, 2024

JOE TRUEBLOOD, WATER UTILITY SUPERINTENDENT  
CITY OF SHEBOYGAN  
828 CENTER AVENUE  
SHEBOYGAN WI 53081

SUBJECT: Safe Drinking Water Loan Program, Project No. 4901-11  
BIL SFY24 LSL Program  
Financial Assistance Agreement - January 29, 2025

Dear Mr. Trueblood:

Your project manager prepared the following documents for your Safe Drinking Water Loan Program (SDWLP) loan closing:

1. SDWLP Loan Closing Schedule - Attachment 1
2. Financial Assistance Agreement Summary/Distribution Sheet - Attachment 2
3. Financial Assistance Agreement (FAA)

To close the loan on January 29, 2025, we need to follow the Loan Closing Schedule (Attachment 1).

The City of Sheboygan has three (3) working days upon receipt of wired SDWLP funds to do one or more of the following:

1. Pay the project invoices identified in the SDWLP disbursement request.
2. Reimburse an internal municipal account from which eligible project costs were paid. This reimbursement must adhere to current U.S. Treasury Regulations.
3. Disburse payments to the bank or financial institution for projects that are being refinanced.

Execution of the FAA creates a binding obligation in all respects. Any negotiation of terms and conditions or determinations must occur prior to adoption of the Municipal Obligation Resolution and execution of the enclosed FAA document.

The Project Manager Summary Page (Exhibit F of the FAA) further explains certain assumptions and decisions affecting preparation of your FAA.

Please contact your project manager, Sarah Bolitho, at 608-960-2927, for assistance with execution of the FAA, Request for Disbursement (Form 8700-215), or other SDWLP documents.

Thank you for your interest in the Safe Drinking Water Loan Program.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Becky Scott', is positioned below the 'Sincerely,' text.

Becky Scott, Section Manager  
Environmental Loans Section  
Bureau of Community Financial Assistance

Electronic Copies: Jacob Lichter, Quarles & Brady LLP – Milwaukee  
Carol Wirth, Wisconsin Public Finance Professionals, LLC - Brookfield  
Brent Binder - DNR SE/Milwaukee  
Capital Finance Office - DOA/10



**ATTACHMENT #1**

Safe Drinking Water Loan Program Project No. 4901-11  
City of Sheboygan  
BIL SFY24 LSL Program  
Financial Assistance Agreement – Closing Schedule

**By December 16, 2024:**

- Department of Natural Resources (DNR) project manager distributes Financial Assistance Agreement (FAA) to Department of Administration (DOA) for review.

**By December 30, 2024:**

- Quarles & Brady LLP distributes draft Municipal Obligation Resolution and other bond documents to the City of Sheboygan and DOA for review. Project manager sends FAA to municipality.

**On January 6, 2025:**

- Municipality holds properly noticed meeting at which time:
  1. Municipal Obligation Resolution is adopted.
  2. Bond related documents are signed by municipal officials.
  3. DNR FAA (printed single sided) is signed by municipal officials.

*NOTE: Most documents must be signed by Highest Elected Official & Clerk/Secretary and some documents must have municipal seal applied. **Do not sign any Exhibits.***

**By January 7, 2025, VIA OVERNIGHT DELIVERY:**

- 1. Municipality scans FAA signature page and sends via e-mail to Quarles & Brady LLP and Sarah Bolitho.
  2. Municipality returns signed paper FAA via overnight delivery to Quarles & Brady LLP.
  3. Municipality delivers signed & sealed Resolution & other bond documents via overnight delivery to Quarles & Brady LLP.

**By January 27, 2025:**

- Quarles & Brady LLP sends original signed and sealed Bond R-1 and emails a copy of the fully executed bond transcript to DOA.

**January 29, 2025:**

- Loan Closing Day. Quarles & Brady LLP contacts municipality and DOA to confirm that closing may proceed, and DOA wire transfers the first disbursement to municipal bank account.

**ATTACHMENT #2**

Safe Drinking Water Loan Program Project No. 4901-11  
City of Sheboygan  
BIL SFY24 LSL Program  
Financial Assistance Agreement Summary  
Distribution Sheet

**LOAN INFO**

Total Project Amount: \$3,092,987

Principal Forgiveness Amount: \$2,246,622      Net SDWLP Loan Amount: \$846,365

Pledge: General Obligation

Federal Equivalency Project  Yes     No

Composite Interest Rate: 0.250%    Loan Term: 10 Years

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**DOCUMENT INFO**

Date of Municipal Obligation Resolution – January 6, 2025

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**CLOSING INFO**

Refinancing: None      Date of Refinancing: N/A

Estimated First Disbursement: N/A

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**MUNICIPAL INFO**

Municipal ID: 59281

Substantial Completion Date: December 31, 2026

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**DISTRIBUTION**

**Department of Natural Resources**

Sarah Bolitho  
Bureau of Community Financial Assistance  
101 South Webster Street, 2nd Floor  
PO Box 7921  
Madison WI 53707-7921  
608-960-2927  
sarah.bolitho@wisconsin.gov

**Department of Administration**

Jessica Fandrich  
State of Wisconsin DOA Capital Finance Office  
101 East Wilson Street, 10th Floor  
PO Box 7864  
Madison WI 53707-7864  
608-267-2734  
jessica.fandrich1@wisconsin.gov

**Municipality**

Joe Trueblood  
City of Sheboygan  
828 Center Avenue  
Sheboygan WI 53081  
920-459-3361  
joetrueblood@sheboyganwater.org

**Municipal Bond Counsel**

Jacob Lichter  
Quarles & Brady LLP  
411 East Wisconsin Avenue, Suite 2400  
Milwaukee WI 53202-4426  
414-277-5000  
jacob.lichter@quarles.com

**Financial Advisor**

Carol Wirth  
Wisconsin Public Finance Professionals, LLC  
155 South Executive Drive, Suite 211  
Brookfield WI 53005  
414-434-9644  
cawirth@wipublicfinance.com

**CITY OF SHEBOYGAN  
R. C. 194-24-25**

**BY FINANCE AND PERSONNEL COMMITTEE.**

**JANUARY 6, 2025.**

Your Committee to whom was referred Res. No. 134-24-25 by Alderpersons Mitchell and Perrella confirming the final allocation for expenses utilizing American Rescue Plan Act (ARPA) funds to pay for various eligible capital projects and authorizing the Finance Director to complete a 2024 budget amendment with associated anticipated costs; recommends adopting the Resolution.

Committee:

_____	_____
_____	_____
_____	_____

**PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL**

\_\_\_\_\_.

Presiding Officer

Attest

\_\_\_\_\_  
Ryan Sorenson, Mayor, City of  
Sheboygan

\_\_\_\_\_  
Meredith DeBruin, City Clerk, City of  
Sheboygan

**CITY OF SHEBOYGAN  
RESOLUTION 134-24-25**

**BY ALDERPERSONS MITCHELL AND PERRELLA.**

**DECEMBER 16, 2024.**

A RESOLUTION confirming the final allocation for expenses utilizing American Rescue Plan Act (ARPA) funds to pay for various eligible capital projects and authorizing the Finance Director to complete a 2024 budget amendment with associated anticipated costs.

WHEREAS, the City of Sheboygan received \$22,006,206 of funding through ARPA; and

WHEREAS, Common Council approved intent Resolution No. 71-21-22 on October 18, 2021 allocating these funds to various projects; and

WHEREAS, staff has brought forward several changes to the initial spending plan for these funds that have received Common Council support and approval; and

WHEREAS, staff recommends adopting a resolution with the final project allocations for audit and transparency purposes; and

WHEREAS, all funds have been allocated and contracts have been entered into based on the ARPA requirements and deadline of December 31, 2024.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby confirms the final allocations of ARPA funds towards the following projects:

Administrative Expenses – Staff Wages & Benefits	\$10,205.52
Affordable Housing – Jakum Hall Demolition	\$304,035.22
Aid to Tourism – Room Tax Losses	\$563,489.00
Broadway Avenue Sewer Reconstruction	\$1,000,000.00
Crisis Co-Response Pilot Program	\$539,494.00
Cybersecurity Upgrades	\$57,216.00
Affordable Housing – Gen Cap Grant	\$2,000,000.00
Sheboygan Water Utility – Raw Water Intake Project	\$9,550,000.00
Small Business Emergency Assistance Program	\$363,668.35
Uptown Social – Fiber Connection	\$48,502.50
Uptown Social – Community Center Construction	\$782,510.00
Uptown Social - Gymnasium Construction	\$450,000.00

Affordable Housing – Vue 14 Grant	\$1,200,000.00
Affordable Housing – Partners Gateway Apts Grant	\$3,600,000.00
Library – Roof Replacement	\$250,000.00
Park Projects - Wildwood Parking Lot & Kiwanis Roads	\$449,012.56
Wildwood Softball Scoreboard Replacement	\$35,830.00
Affordable Housing – Partners Sukowaty Property Grant	\$200,000.00
Police/Fire Department Portable Radios	\$602,242.85

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

\_\_\_\_\_.

Presiding Officer

Attest

\_\_\_\_\_  
Ryan Sorenson, Mayor, City of  
Sheboygan

\_\_\_\_\_  
Meredith DeBruin, City Clerk, City of  
Sheboygan

**CITY OF SHEBOYGAN  
R. C. 196-24-25**

**BY FINANCE AND PERSONNEL COMMITTEE.**

**JANUARY 6, 2025.**

Your Committee to whom was referred Res. No. 140-24-25 by Alderpersons Mitchell and Perrella authorizing the Purchasing Agent to issue a purchase order for the purchase and installation of an automated materials handling system for return materials at Mead Public Library; recommends adopting the Resolution.

Committee:

_____	_____
_____	_____
_____	_____

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

\_\_\_\_\_.

Presiding Officer

Attest

\_\_\_\_\_  
Ryan Sorenson, Mayor, City of  
Sheboygan

\_\_\_\_\_  
Meredith DeBruin, City Clerk, City of  
Sheboygan

**CITY OF SHEBOYGAN  
RESOLUTION 140-24-25**

**BY ALDERPERSONS MITCHELL AND PERRELLA.**

**DECEMBER 16, 2024.**

A RESOLUTION authorizing the Purchasing Agent to issue a purchase order for the purchase and installation of an automated materials handling system for return materials at Mead Public Library.

WHEREAS, the circulation of materials through Mead Public Library is at an all-time high and a need has been identified to streamline the handling of return materials from the drive-through return slots as well as those dropped off inside the library; and

WHEREAS, the Library desires to automate the collection and sorting of returned materials to expedite reshelving and reduce employee strain; and

WHEREAS, the city issued Request for Bids #2066-24 specifying the requirements for the equipment. Of the two bids received, the lowest responsive bid has been found to comply with all specifications and is fit for use.

NOW, THEREFORE, BE IT RESOLVED: That the Purchasing Agent is authorized to issue a purchase order to RFID Library Solutions, Inc. of Maple Grove, Minnesota in the amount of \$272,225.00 for the purchase, installation, final testing, staff training and five years of additional support of a new automated return material handling system for Mead Public Library.

BE IT FURTHER RESOLVED: That the Finance Director is authorized to draw funds to cover the associated expenses with the above purchase from Account No. 255511-659200 (Mead Public Library Fund - Equipment Replacement).

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

\_\_\_\_\_.

Presiding Officer

Attest

\_\_\_\_\_  
Ryan Sorenson, Mayor, City of Sheboygan

\_\_\_\_\_  
Meredith DeBruin, City Clerk, City of Sheboygan



**AGREEMENT  
BETWEEN THE CITY OF SHEBOYGAN, WISCONSIN AND RFID LIBRARY  
SOLUTIONS, INC.  
FOR THE PURCHASE, INSTALLATION AND MAINTENANCE OF AN AUTOMATED  
MATERIAL HANDLING SYSTEM FOR MEAD PUBLIC LIBRARY, SHEBOYGAN WI**

This Agreement (“Agreement”) is made and entered into effective this \_\_\_the day of \_\_\_\_\_, 2024 (the “Effective Date”), by and between the City of Sheboygan (the “City”), a municipal corporation, and RFID Library Solutions, Inc.(“Contractor”).

WITNESSETH:

WHEREAS, the City is the owner of Mead Public Library in Sheboygan, WI; and

WHEREAS, the City wishes to install an automated material handling and sorting system to handle materials returned to the library in a more efficient and effective manner; and

WHEREAS, the City issued a Request for Bids # 2066-24 detailing its requirements related to the system, its functionality and fitness for use as well as a desire to contract for a minimum of one annual maintenance visit for a period of five years following installation and the initial warranty period as detailed in **Exhibit # 1**; and

WHEREAS, the Contractor has expressed an interest in the provision, installation and on-going annual maintenance of the system in its proposal to City and included here as **Exhibit # 2**; and

WHEREAS, the City has reviewed all of the proposals received and determined that the proposal submitted by the Contractor best meets or exceeds all of the criteria required as detailed in the Request for Bids and is also the lowest responsive and responsible bid; and

WHEREAS, Contractor has affirmed its desire to provide the City with the necessary goods and 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**

Contractor shall provide all materials and equipment and perform all work associated with the project as specified in Exhibits 1 related to the provision, installation and on-going maintenance of the system (“Goods and Services”).

Contractor shall provide all labor, machinery, equipment, licenses, permits, bonds, and travel expenses to safely and skillfully complete the project and shall dispose of all materials generated

during said installation in a lawful manner (the “Disposal”). Contractor shall be responsible for obtaining any and all applicable permits and paying any and all applicable permit fees prior to beginning work.

Contractor shall be responsible for furnishing, erecting, and maintaining suitable barricades, warning signs, flashers, fencing, and other protective equipment to properly protect and safeguard its personnel and the public during all phases of the Services.

Contractor will need to plan the work in advance of mobilization and coordinate with the City’s Representative. The facilities to be impacted by the project will continue to be occupied while the project is underway.

**Article 2. Standard of Care**

Contractor 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’s Representative shall be the sole judge of the adequacy of Contractor’s work in meeting the Standard of Care; however, the City’s Representative shall not unreasonably withhold its approval as to the adequacy of Contractor’s performance. Upon notice to Contractor, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care which appear within a period of one year from the date of final payment of the Contract.

Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under this Agreement. All work shall be closely coordinated with the City’s representative(s).

**Article 3. CITY Representative**

The City designates Chase Devrou, Director of Information Technology for Mead Public Library, as representative for purposes of this Agreement. If the City’s Representative deems it appropriate, the City’s Representative may consult with other employees of the City, or may retain an appropriate outside expert to assist with the management of this Project.

If the City’s Representative or his designee observes any work performed by the Contractor to not be in conformity with the Agreement, the City’s Representative will report that to the Contractor. The City’s Representative will have authority to stop any portion of the work not in conformity with the Agreement until the City has investigated and decided upon an appropriate course of corrective action.

**Article 4. Compensation**

The City shall pay Contractor for the Services an amount not to exceed:

\$192,225.00 for the purchase and installation of the proposed system

\$ 16,000/Year for a total of (5) Years following the initial one-year warranty period to include two annual preventative maintenance visits per year to include 24/7 maintenance, software support

and upgrades and a spare parts package. A Total of \$ 80,000.00 is to be paid at time of invoicing for the installation of the system.

For avoidance of doubt, some additional structural modifications will be required by others to accommodate the installation of the equipment. Contractor shall assist as needed in the design and planning of these modifications so as to assure that the structure is ready to accept the new equipment.

Invoices shall be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within sixty (60) days of receipt of invoice. Contractor shall submit an invoice to the CITY on a monthly basis and shall be based on the percentage of each quadrant completed. The invoice shall be sent to:

Bernard Rammer  
 City of Sheboygan  
 828 Center Avenue, Suite 110  
 Sheboygan, Wisconsin 53081

Contractor shall be required to file waivers of lien from all suppliers and subcontractors with the Owner prior to receiving payment. The submission of any Request for Payment shall be deemed a waiver and release by Contractor 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.

Contractor shall deliver to the City a complete release of all liens arising out of this Agreement before the retained percentage or the Final Payment is paid. If any lien remains unsatisfied after the retained percentage or the Final Payment is paid, Contractor shall refund to the City such amounts as the City may have been compelled to pay in discharging such liens (including any costs and reasonable legal fees).

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.

The City may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

- Payments that may be earned or due for just claims for labor or materials furnished in and about the work.
- Defective work.
- Failure of Contractor to make payments due to subcontractors, material suppliers, or employees.
- Damage to the City or a third party.
- The probable filing of claims by other parties against Contractor which may adversely affect the City.
- Reasonable doubt that the Agreement can be completed for the balance then unpaid.

- Liquidated damages due to the City.

The City will disburse, and shall have the right to act as agent for Contractor in disbursing the Withheld Amounts to the party or parties who are entitled to payment. The City will provide the Contractor with a proper accounting of all such funds disbursed on behalf of the Contractor.

The City also reserves the right to refuse payment of the final 10% due to Contractor until the City’s Representative is satisfied that all subcontractors, material suppliers, and employees of the Contractor have been paid in full.

Partial payment made under this Agreement is not evidence of the proper performance by Contractor either in whole or in part, and no payment made by the City shall be construed to be an acceptance of defective or improper work. Acceptance of the work by the City shall occur only upon Final Payment by the City which will occur after Final Acceptance. The Parties recognize that more than 45 days may elapse between the submission of the last invoice and Final Acceptance or Final Payment. The City agrees to make reasonable efforts to schedule its Final Inspection in a timely manner and to process the Final Payment in a timely manner upon Final Acceptance. (For the avoidance of doubt, the warranties and guarantees in this Agreement shall continue to apply even after Final Payment by the City.)

**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. Performance and Payment Bond NOT REQUIRED**

**Article 7. Schedule**

Contractor shall commence work after receiving a Notice to Proceed from the City. All work shall be coordinated with the City’s Representative. No work may occur on weekends, holidays without prior approval from the City’s Representative.

Contractor shall complete the services by **November 15, 2025** or within such extra time as may have been allowed by a mutually agreed extension (the “Deadline”) Due primarily to manufacturer lead time for materials, the City’s Representative shall have the authority to consent to an extension of the Deadline on behalf of the City and waive any associated penalties with liquidated damages.

**Article 8. Liquidated Damages**

In the event that Contractor does not complete the Services by the Deadline or the alternative final agreed upon completion date, there shall be deducted from any monies due or that may become due to Contractor, for each and every calendar day that the work remains uncompleted, a sum of One Hundred and 00/100 Dollars (\$100.00) per calendar day.

This sum shall be considered and treated not as a penalty but as fixed, agreed, and liquidated damages due the City from Contractor by reason of inconvenience to the public, added cost of supervision, and other items which have caused an expenditure of public funds resulting from his failure to complete the work.

**Article 9. Workmanship and Quality of Materials**

Contractor shall ensure that the System has the following warranties, which begin after Final Acceptance and completion of all training required in the Project Manual:

- All equipment and materials purchased as a result of this Agreement shall include the equipment manufacturer's standard warranty.
- Contractor shall provide a one-year warranty against defects for parts and labor.

All material used shall be new, newest model year, and free from defects. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval of the City's Representative.

Whenever, in any document, an article, material, or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vendor, the term "or equal" or the term "the equivalent" if not inserted, shall be implied, and it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting competition. Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to all contractual requirements. The decision as to whether such material or equipment is equal to that specified shall be made by the City's Representative. The approval by the City's Representative of alternate material or equipment as being equivalent to that specified shall not in any way relieve Contractor of responsibility for failure of the material or equipment due to faulty design, material, or workmanship, to perform the function required by the contract documents. The City's Representative shall be the sole and final judge of equivalency.

**Article 10. Safety Requirements**

All materials, equipment, and supplies provided to the City must comply fully with all safety requirements set forth under state and federal law.

Contractor shall be responsible for the safety of its employees at all times and shall provide all equipment necessary to insure their safety. Contractor shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state, or local.

Contractor shall provide the necessary safeguards including, but not limited to, warning signs and barricades, to avoid all necessary hazards and protect the public, the work, and the property at all times, including on days when no work is being done. The City shall not be responsible for any loss or damage to the project materials prior to their installation or to Contractor's tools and equipment from any cause whatsoever.

**Article 11. Open Records**

Both parties understand that the City is bound by the Wisconsin Public Records Law and, as such, this contract is subject to that law. Contractor 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 Contractor 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.

**Article 12. Termination**

The City may terminate or suspend performance of this Agreement at the City's prerogative at any time upon written notice to Contractor. The City's Representative shall have the authority to provide this written notice. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor's compensation and the schedule of services.

If the City fails to make payment through no fault of the Contractor for a period of 30 days after such payment is due in accordance with the Contract Documents, the Contractor may, upon 7 days written notice to the City, terminate the Agreement and recover from the City payment for all work executed and for any proven loss sustained upon any materials, equipment, tools, and construction equipment and machinery, including reasonable profit and damages.

If Contractor defaults or fails to fulfill in a timely and proper manner its obligations pursuant to this Agreement, the City may, seven (7) days after written notice has been delivered to Contractor, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to Contractor. In the alternative the City may, at its option, terminate this Agreement and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor, and may finish the project by whatever method it may deem expedient. In case the expenses incurred by the City (including payments previously made to Contractor) shall be less than the sum which would have been payable under the Agreement if it had been completed by Contractor, Contractor shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Agreement, Contractor will be liable and shall pay to the City the amount of said excess. By taking over prosecution of the work, the City does not forfeit the right to recover damages from Contractor or its surety for failure to complete the work in the time specified.

For the avoidance of doubt, the specific remedies identified in this Article 11 are not exclusive. In other words, the City may pursue any remedy in law or equity in the event that Contractor defaults under this Agreement.

**Article 13. Default**

If Contractor breaches this Agreement or fails to perform the work in an acceptable manner, it shall be considered in default. Any one or more of the following will be considered a default:

- Failure to begin the work under this Agreement within the time specified.
- Failure to perform the work with sufficient supervision, workers, equipment and materials to ensure prompt completion of said work within the time limits allowed.
- Unsuitable performance of the work as determined by City.
- Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.
- Discontinuing the prosecution of the work or any part of it.
- Inability to finance the work adequately.
- If, for any other reason, Contractor breaches this Agreement or fails to carry on the work in an acceptable manner.

The City shall send Contractor a written notice of default. If Contractor, within a period of seven (7) days after such notice, fails to remedy the default, then the City shall have full power and authority, without violation of the Agreement, to take the prosecution of the work out of the hands of Contractor, as set forth in this Agreement.

**Article 14. Identity of Contractor**

Contractor acknowledges that one of the primary reasons for its selection by the City to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Services without the prior written permission of the City. The City's Representative shall have the ability to provide this written permission. The City reserves the right to reject any of the Contractor'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 15. Independent Contractor Status**

During the entire term of this Agreement, Contractor 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. Contractor 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 16. Indemnification**

Contractor is responsible to the City for the acts and omissions of its employees, subcontractors, and any other persons performing any of the work under a contract with Contractor.

As such, to the extent permitted by law, Contractor shall defend and hold the City, including its officials, agents, and employees, harmless from all liability, including, but not limited to, losses, damages, costs, attorney's fees, expenses, causes of action, claims, or judgments resulting from claimed injury, death, damage to property, or loss of use of property or any person or legal entity

arising out of or in any way connected with the performance of work or work to be performed under this Agreement.

Contractor shall reimburse the City for any costs, expenses, judgments, and attorney's fees paid or incurred, by or on behalf of the City, its officials, agents, or employees, or paid for on behalf of the City, its officials, agents, or employees by insurance purchased or self-insurance provided by the City.

For the avoidance of doubt, Contractor shall further hold the City, its officials, agents, and employees harmless from liability or claims for any injuries to or death of Contractor's employees (or the employees of any authorized subcontractor) arising out of or in any way connected with the work or work to be performed under this Agreement, including protection against any claim of the contractor or subcontractor for any payments under any worker's compensation law or any expenses of or any payments made by any worker's compensation insurance carrier on behalf of said contractor or sub-contractor, and the contractor shall hold the City harmless from any costs, expenses, judgments, and attorney's fees with respect to any above referenced workers' compensation claims incurred or paid by the City or paid on its behalf or on behalf of its Officials, Agents, or Employees by insurance purchased or self-insurance provided by the City.

**Article 17. Insurance**

Contractor shall not commence work under this Agreement until it has obtained all insurance required under this Article. Additionally, Contractor 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, Contractor shall maintain the following insurance in full force and effect, and shall provide proof of insurance to the City's Representative listing the City of Sheboygan as an additional insured:

Please refer to Insurance and Bonding Requirements attached as **Exhibit# 3**

The proof of insurance referenced above shall require the insurance company to notify the City at least thirty (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 Avenue  
Sheboygan, Wisconsin 53081

The proof of insurance must contain an original signature.

**Article 18. Conflict of Interest**

Contractor 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. Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.



**Article 19. 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 20. 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 held to be 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 21. Assignment**

Neither the City nor Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party. Such written approval by the City shall not relieve the Contractor of the obligations incurred by the Contractor under the terms of this Agreement.

**Article 22. Third Party Rights**

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Contractor.

Nothing in this Agreement shall create any contractual relationship between any subcontractor and the City. Contractor agrees to bind every approved subcontractor (and every subcontractor of a subcontractor) by the terms of this Agreement as far as applicable to that subcontractor's work, unless specifically noted to the contrary in a subcontract approved in writing as adequate by the City. The City's Representative shall have the authority to consent to a subcontract as being adequate.

**Article 23. Governing Law and Venue**

This Agreement shall be governed by the laws of the State of Wisconsin. Venue of any disputes arising under this Agreement shall be in the Sheboygan County Circuit Court, Wisconsin.

**Article 24. Non-Discrimination**

In connection with the performance of work under this Agreement, Contractor 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. Contractor further agrees to take affirmative action to ensure equal employment opportunities.

**Article 25. Compliance with Laws**

In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and regulations. This includes all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards.

The City reserves the right to cancel this Agreement if Contractor fails to follow the requirements of Wis. Stat. § 77.66 and related statutes regarding certification for collection of sales and use tax. The City also reserves the right to cancel this Agreement with any state or federally debarred contractor.

Contractor 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 26. Notices**

Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

**City:**

**Contractor:**

City Clerk		RFID Library Solutions, Inc
City of Sheboygan		11020 89 <sup>th</sup> Avenue North
828 Center Avenue		Maple Grove, MN 55369
Sheboygan, Wisconsin 53081		

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the City and Contractor.

**Article 27. Intent to be Bound**

The City and Contractor 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 28. 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.

**Article 29. Integration and Modification**

This Agreement may be modified only by a written amendment signed by both parties hereto.

This Agreement consists of the following parts, each of which is as fully a part of this Agreement as if fully set out herein:

1. This Agreement and its Attachments
2. Any Written Amendment to the Agreement which may be delivered or issued after the Effective Date of the Agreement (including Change Orders)
3. The Request for Bids (including all attachments)
4. The Plan Set
5. All Addenda to the Request for Bids
6. All Other Submittals by Contractor

(collectively “the Contract”).

This Contract is the entire and integrated agreement between the City and Contractor regarding the subject matter of this Contract. It supersedes all prior and contemporaneous communications, representations and agreements that are not part of this Contract.

In resolving conflicts, errors, discrepancies and disputes concerning the Scope of Work to be performed by Contractor, the document expressing the greater quantity, quality, or other scope of work in question, or imposing the greater obligation upon Contractor and affording the greater right or remedy to the City shall govern. Otherwise, the documents shall be given precedence in the order set forth above.

### **Article 30. Non-Collusion**

Contractor is certifying, under penalty of perjury, that to the best of its knowledge and belief:

1. The prices in its bid 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 bidder, or with any other competitor.
2. The prices quoted in its bid were not knowingly disclosed—directly or indirectly—by the bidder prior to bid opening.
3. No attempt was made to induce any other person, partnership, or corporation to submit or not submit a bid for the purpose of restricting competition.

### **Article 31. Other Provisions**

1. Material Safety Data Sheet. If any item(s) on an order(s) resulting from this Agreement is a hazardous chemical, as defined under 29 C.F.R. 1910.1200, Contractor shall provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).
2. 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’s Representative.

Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the CITY's Representative.

3. **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. Ch. 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.
4. **Guaranteed Delivery.** Failure of the Contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the Contractor liable for all costs in excess of the Agreement price when alternate procurement is necessary. Excess costs shall include the administrative costs and other costs attributable to the delay.
5. **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.
6. **Intent of Contract Documents.**
  - a. The intent of this Agreement is to include in the contract price the cost of all labor and materials, water, fuel, tools, plants, equipment, light, transportation, and any other expenses that may be necessary for the proper execution and completion of the work included in the Agreement.
  - b. In interpreting the Agreement, words describing materials that have a well-known technical or trade meaning shall be construed in accordance with such well known meanings unless otherwise specifically defined

**Article 32. Incorporation of Required Clauses and Conditions**

To the extent any applicable federal statute, regulation, or executive order requires any clause or condition to be included or incorporated into this contract between the City of Sheboygan and the contractor, and that term or condition has not been expressly included or incorporated, it is included or incorporated by reference.

To the extent Contractor is required, by this contract or by any applicable federal statute, regulation, or executive order, to include or incorporate any clause or condition into its subcontracts or Contractor agrees to ensure that any term.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year first written above.

**CITY OF SHEBOYGAN, WISCONSIN**

**RFID Library Solutions, Inc.**

**BY:** \_\_\_\_\_  
Ryan Sorenson, Mayor

**BY:** \_\_\_\_\_

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

**ATTEST:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**EXHIBIT 1**

**REQUEST FOR BIDS  
2066-24  
CITY OF SHEBOYGAN  
MEAD PUBLIC LIBRARY  
AUTOMATED MATERIAL  
HANDLING SYSTEM**



CITY OF SHEBOYGAN  
INVITATION TO BID  
BID #2066-24  
Mead Public Library  
Automated Material Handling System

Bids will be received by the City of Sheboygan Purchasing Agent until 1:00 p.m. Local Time, Tuesday October 29, 2024 for the provision and installation of an Automated Material Handling System for Mead Public Library, 710 N. 8<sup>th</sup> Street, Sheboygan WI 53081.

Bids are to be sent via Electronic Mail to [Bernard.rammer@sheboyganwi.gov](mailto:Bernard.rammer@sheboyganwi.gov) with "Mead Library AMH System" in the subject line.

A single contract will be awarded for providing equipment, shipping, installation and training of the equipment to be purchased.

Detailed specifications may be obtained at no cost by contacting Bernard Rammer, Purchasing agent at (920) 459-3469 or via email at [bernard.rammer@sheboyganwi.gov](mailto:bernard.rammer@sheboyganwi.gov).

Prospective Vendors may arrange for an in-person visit to the Library to view the space as it exists today by contacting the Purchasing Office for an appointment.

The successful contractor shall provide a certificate of insurance which shall be furnished to the Purchasing Agent for Worker's Compensation Insurance for all workers on this contract, as well as Public Liability and Property Damage Insurance, including Contractors Contingent and Protective Insurance, as will protect him and any subcontractor performing work covered by this contract, from claims for damages for personal injury, including accidental death as well as claims for property damages which may arise from operations under this contract.

The contract document will accompany a City of Sheboygan purchase Order referencing the terms and conditions of the bid documents.

The City of Sheboygan is exempt from Federal Excise Tax and State Sales Tax. Bids shall be made exclusive of these taxes. Certification will be furnished to the successful bidder upon request.

The City of Sheboygan reserves the right to reject any or all bids, to waive informalities in the bidding process, cancel this solicitation and to accept any bid considered most advantageous to the City of Sheboygan.

## 1.1 GENERAL

- A. The Bidder shall visit and examine the site to acquaint himself with the adjacent areas, means of approach to the site, means of equipment ingress, conditions of actual job site, and facilities for delivering, storing, placing and handling of materials and equipment.
- B. Contractors shall inform themselves of all the conditions under which the work is to be performed concerning the site of the work, the structure of the ground, the obstacles which may be encountered, whether shown on the plans or not, and all other relevant matters concerning the work to be performed.
- C. The Contractor to whom a Contract is awarded will not be allowed any extra compensation by reason of any such matters or things concerning which the Contractor did not inform himself prior to submitting a proposal. The successful Contractor must employ, as far as possible, such methods and means in the carrying out of his work as will not cause any interruption or interference with the operation of the facility or with any other Contractors.
- D. The Contractor is expected to base his bid price on materials and equipment complying fully with the Contract Drawings and Specifications, and in the event, he names or includes in his bid materials or equipment which do not conform, he will, if awarded a contract, be responsible for furnishing materials and equipment which fully conform at no change in his contact price.
- E. Contractor must satisfy themselves by personal examination of the locations of the proposed work and by such other means as they may prefer as to the correctness of any quantities listed in the Bid, and shall not, after submission of their Bid, dispute or complain of such estimate, nor assert that there was any misunderstanding in regard to the nature or amount of work to be done.
- F. Before submitting a Bid, each Contractor should read the complete Contract Documents, including Invitation to Bid, Instructions to Bidders, the Form of Contract, and the Specifications, all of which contain provisions applicable not only to the successful Contractor, but also to any of his subcontractors.

## 1.2 INTERPRETATION OF DRAWINGS AND SPECIFICATIONS

- A. Bidders shall bring inadequacies and omissions or conflicts to the Owners attention at least five days before the due date for bids. Prompt clarification will be supplied to the Bidders by addendum.
- B. Signing of the Contract will be considered as implicitly denoting that the Contractor has thorough comprehension of the project and scope of the Contract Documents.
- C. Neither the Owner nor the Engineer will be responsible for oral instructions.

## 1.3 BID REQUIREMENTS

- A. Each Contractor shall submit only one Bid.
- B. Each Contractor must submit with his Bid, special data, if any, in respect to items of equipment, alternates, or other items which any section of the Contract Document requires to be submitted with each Bid.

## 1.4 SUBMISSION OF BIDS

- A. Sealed bids must be made on the form provided and will be received by the Owner.
- B. Each Proposal shall be in pdf format and sent via email with "Bid for Mead Library AMH" in the subject line and delivered to the office designated in the Invitation to Bid.



- C. All proposals are to be made out in accordance with the Instructions and on the Bid Form included in this document.
- D. Bid amounts shall be inserted in words and in figures and in case of conflict, written word amounts will govern.
- E. Addenda issued during the time of bidding shall become a part of the Contract Documents. Bidders shall acknowledge receipt of each addendum in their bids.
- F. The list of Subcontractors will not be required to be submitted with the bid, however, the successful Bidder shall submit in writing the names of prospective subcontractors and material suppliers for the Owner's approval prior to their employment.

#### 1.5 WITHDRAWAL OF BIDS

- A. Bids may be withdrawn by written request received from Bidder or his agent prior to the time fixed for opening of bids, without prejudice to the right of the Bidder to file a new bid. Withdrawn bids will be returned unopened. Negligence on the part of the Bidder in preparing his bid confers no right for withdrawal of the bid after it has been opened.
- B. No bid may be withdrawn for a period of 60 days after the day set for the opening thereof.

#### 1.6 PERFORMANCE, PAYMENT AND BID BONDS

- A. Not Required

#### 1.7 NOTICE OF ASBESTOS MATERIALS

- A. The owner will contract separately for any building modifications. The purveyor and installer of the equipment included under this contract will not encounter any of these materials, if they are present.

#### 1.8 RESERVATIONS

- A. The Owner reserves the right to reject all bids, or any bid, or to waive any informality in any bid, or to accept any bid which will best serve the interests of the Owner.
- B. The Owner reserves the right to perform a criminal background check on all employees of the Contractor and/or sub-Contractor performing work in the building at their sole discretion.

#### 1.9 COMMENCEMENT AND COMPLETION

- A. The successful bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" and to fully complete the work within \_TBD\_ consecutive calendar days thereafter. Completion time will be converted to a specific date at the time the "Notice to Proceed" is issued.
- B. The Owner anticipates commencement of work in the First or second Quarter of 2025 or as soon as possible following contract ratification based upon lead times and completion of building modifications
- C. Please note that the completion of this project is expected to occur in early to mid-2025
- D. In the event that Contractor does not complete the Services by the Deadline, there shall be deducted from any monies due or that may become due to Contractor, for each and every

calendar day that the work remains uncompleted, a sum of One Hundred and 00/100 Dollars (\$100.00) per calendar day.

Item 20.

This sum shall be considered and treated not as a penalty but as fixed, agreed, and liquidated damages due the City from Contractor by reason of inconvenience to the public, added cost of supervision, and other items which have caused an expenditure of public funds resulting from his failure to complete the work.

#### DETAILED DESCRIPTION OF DESIRED SYSTEM

- Total of three Induction points from three drive through drop slots
- Bulk Induction Point to allow staff to insert materials from outside sources
- Total of (7) sort zones with (7) sorting bins with spring loaded floors, Heavy duty locking/swivel casters and of a size suitable to accommodate expected capacity.
- Right hand conveyor system
- System to have the ability to read both bar code and RFID chips on materials
- A minimum of (4) Check-In Antennas and (1) RFID Sort Antenna
- Interface to CPU Controller
- Quiet Operation of system
- Entire system to be modular in nature to allow for possible future reconfiguration.
- System should be scalable and allow for expansion including the ability to program and add additional zones.
- Vendor to demonstrate their ability to service the equipment on short notice.
- Vendor to provide information on location and stocking of spare parts inventory geographically related to Sheboygan WI and ability to ship needed components and or dispatch service personnel in an expedited fashion.
- The Vendor must offer a Full-Service Annual Maintenance Agreement which includes an annual or semi- annual visit to the library to inspect maintain and repair all components associated with the system in accordance with manufacturer specifications.

## DIVISION 1 -GENERAL REQUIREMENTS

## 1.1 PROTECTION OF PERSONS

- A. Work shall be executed in compliance with the Federal Occupational Safety and Health Act and the Wisconsin Administrative Code, Chapter 35, Safety in Construction.

## 1.2 APPLICATION OF THIS DIVISION OF THE SPECIFICATIONS

- A. The work is subject to the requirements of the Instructions to Bidders and this Division 1.
- B. The Contractor is fully responsible for seeing that no work shown is inadvertently left out.

## 1.3 INTENT OF CONTRACT DOCUMENTS

- A. The Sections of the Contract Document and the Contract Drawings are complementary and what is called for by any one shall be binding as if called for by all. The intention of the Contract Document is to include in the contract price the cost of all labor and materials, water, fuel, tools, plants, equipment, light, transportation, and all other expenses as may be necessary for the proper execution and completion of the work included in the Contract.
- B. In interpreting the Contract Documents, words describing materials which have a well-known technical or trade meaning unless otherwise specifically defined in the Contract Documents, shall be construed in accordance with such well known meanings recognized by Architects, Engineers, and the trade.
- C. Any work shown on the Contract Drawings and not covered in the Contract Specifications, or included in the Contract Specifications and not shown on the Contract Drawings, shall be executed by the Contractor as though both shown on the Contract Drawings and included in the Contract Specifications. If the Contract Drawings and the Specifications should be contradictory in any part, the Contract Specifications shall *govern*.

## 1.4 SCOPE OF WORK

- A. The Contract work shall include the furnishing of all labor, materials, equipment, transportation, appliances and services necessary to complete all work shown or reasonably inferred on the drawings and/or as described in the specifications.
- B. The City of Sheboygan will be responsible for:
- Any and all necessary Building Modifications including abandonment and proper closure of three (3) of the six-current drive thru materials deposit chutes.
  - Installation and placement of electric power as directed by the awarded vendor.
  - Power to be 208v, 3-Phase, Vendor to specify amperage
  - Modifications to wall to create an opening in the interior wall between the book return drop room and the sorting room.
  - Provision of electrical power in accordance with the vendor's needs.
  - Provision of (2) RJ45 style ethernet connections to the Library Network
  - Provision of SIP Licensing as required.
  - Final Connection to electrical power unless the final contracted vendor indicates that the equipment can simply be "plugged into" a proper

receptacle.

- Removal of any and all materials, furnishings, and equipment in the immediate area to allow the installation contractor to properly layout and install the equipment.
- Temporary closure of the materials deposit chutes while the equipment is being installed and tested.

C. The Contractor will be responsible to:

- Supply and install all necessary equipment for a fully functioning system.
- Supply and install all materials needed to mount or fasten the equipment to the floor including suitable anchors, bolts and hardware
- Transportation of the equipment to the library and receiving/off-loading of same from the truck and placement into the building for temporary secure storage preceding installation.
- Setting of all equipment into place in accordance with manufacturer specifications.
- Testing of equipment immediately following installation to assure that the operation of same is in full compliance with manufacturer specifications.
- Final adjustments, tuning of equipment to correct any problems or deficiencies found during the initial testing.
- Replacement of any components on an expedited basis found to be defective during testing.
- Full and complete in-person, on-site training of up to (5) library Staff in the proper operation and basic maintenance of the equipment.
- Provision of a complete set of as built and Operation manuals to the Library.
- The Contractor shall provide a visit prior to the expiration of the initial manufacturers warranty period following installation which will include a comprehensive inspection of all system components, observation of the entire system in operation, replacement of any components found to be worn, lubrication of the system and overall assurance that the system is in full compliance with manufacturers specifications.
- The contractor shall provide a Maintenance contract for a period of at least Five years following the initial warranty period. The contract should include a minimum of one annual service visit per yea, complete inspection of the machinery, replacement of normal wear items, and a full operational inspection to assure that the library continues to receive trouble free service.

## 1.5 OWNER'S REPRESENTATIVE

- A. All work under this Contract will be regularly viewed by the Owner's Representatives. Owner's Representatives will regularly visit the site of the project and observe the work for conformity with the Contract Documents, and will immediately report any lack of conformity to the Contractor.

- B. The Owner's Representatives will have authority to stop any portion of the work not in conformity with the Documents until the Owner has investigated and decided upon procedure.
- C. No work aside from that performed during the regular work week will be allowed unless prior due notice is given to the Owner or to the Owner's Representatives. Any work performed without prior notice and approval to do so may be required to be removed for inspection at Contractor's expense.

1.6 SUPERINTENDENCE

- A. The Contractor will give personal superintendence to the work, or have at the site of the work, at all times, a competent foreman, superintendent, or other representative, satisfactory to the Owner and having the authority to act for the Contractor.
- B. Insofar as is practicable, and excepting in the event of discharge by the Contractor, or in the event of proven incompetence, the individual who has been accepted by the Owner to represent the contractor shall so act, and shall follow without delay instructions of the Engineer in the completion of the work in conformity with the contract.

1.7 LABOR

- A. The Contractor shall employ none but competent and skilled workmen and foremen in the prosecution of work on this Contract. The Owner shall have the authority to order the removal from the work any Contractor's employee who refuses to or neglects to obey any of its instructions or those of the Engineer or Inspectors, relating to the carrying out of the provisions and intent of the provisions of the Contract, or who is incompetent, unfaithful, abusive, threatening or disorderly in his conduct, and any such person shall not again be employed on this project.

1.8 FIRE PROTECTION

- A. The Contractor shall provide and maintain an adequate number of hand fire extinguishers and take all other precautions necessary to prevent fires, and shall conform to local Fire Department regulations.

1.9 LAWS, REGULATIONS, FEES AND PERMITS

- A. The Contractor shall comply with all laws, ordinances, rules and regulations of the local Building Inspection Department, Fire Department, Health Department, Department of Water Supply, Gas and Electricity, Department of Highways and all State and Federal agencies having jurisdiction.
- B. No Permits are anticipated to be required for this work.

1.10 WATCHMEN AND OTHER SAFEGUARDS

- A. The Contractor shall provide the necessary safeguards including, but not limited to, warning signs and barricades to prevent accidents, to avoid all necessary hazards, and protect the public, the work and the property at all times, including Saturdays, Sundays, holidays and other times when no work is being done.
- B. Neither the Owner nor the Engineer shall be responsible for any loss or damage to the project materials, tools, equipment, etc., from any cause whatsoever.

1.11 CODES AND STANDARDS

- A. All materials and workmanship shall comply with all applicable codes, specifications, local ordinances, industry standards and utility company regulations.

- B. In case of difference between building codes, specifications, state laws, local ordinances, industry standards and utility company regulations and the Contract Documents, the most stringent shall govern. The Contractor shall promptly notify the Engineer in writing of any such difference.
- C. Non-compliance: Should the Contractor perform any work that does not comply with the requirements of the applicable building codes, state laws, local ordinances, industry standards and utility company regulations, he shall bear all costs arising in correcting the deficiencies.
- D. Applicable Codes and Standards shall include all state laws, local ordinances, utility company regulations, and the applicable requirements of the following nationally accepted Codes and Standards:
  - 1. Building Codes:
    - a. ICC Codes.
    - b. National Electrical Code.
    - c. Wisconsin Administrative Code.
    - d. National fire Code
  - 2. Industry Standards, Codes and Specifications:
    - a. AIEE- American Institute of Electrical Engineers
    - b. ANSI -American National Standards Inst.
    - c. ASME- American Society of Mechanical Engineers
    - d. ASTM- American Society of Testing Materials
    - e. IPCEA- Insulated Power Cable Engineers Assoc.
    - f. NBS- National Bureau of Standards
    - g. NEMA- National Electrical Manufacturers Assoc
    - h. NFPA- National Fire Protection Assoc.
    - i. OSHA- Occupational Safety and Health Act
    - j. UL- Underwriters Laboratories
    - k. MSS - Manufacturers Standardization Society
    - l. AISC -American Institute of Steel Construction
    - m. AWS -American Welding Society

1.12 CUTTING AND PATCHING

- A. The Contractor shall be responsible for all required cutting, etc., and shall make all required repairs thereafter to satisfaction of the Engineer, but in no case shall the Contractor cut into any major structural element, beam or column without the written approval of the Engineer.

1.13 INSURANCE AND LIABILITY

- A. The Contractor and the Surety will be held responsible for and shall save the Owner harmless from all liability for damages occasioned by the digging up, use or occupancy of the street, alley, highway, public grounds and private grounds or which may result therefrom, or which may result in any way from the negligence or carelessness of the Contractor, his agents, employees or workmen; or by reason of the elements, unforeseen or unusual difficulties, obstructions, or obstacles encountered in the

prosecution of the work; and they shall indemnify the Owner for and save it harmless from all claims and liabilities, actions and causes of action, and liens for materials furnished or labor performed in the construction or execution of the work, and from all costs, charges and expenses incurred in defending such suits or actions, and from and against all claims and liabilities for injury or damage to persons or property emanating from defective or careless work methods, or from and against all claims or liabilities for royalties, license fees, actions, suits, charges and expenses or damage from infringement for reason of the use of any invention or improvement in tools, equipment or plant or any process, device or combination of devices used in the construction of the work.

B. The Contractor shall not commence work under a Contract until he has obtained all insurance required under this paragraph and has filed certificates thereof with the Owner, nor shall the Contractor allow a Subcontractor to commence work until all similar insurance required has been so obtained and filed.

C. Workmen's Compensation

1. Statutory coverages as required by chapter 102 of the Revised Statutes of the State of Wisconsin and all acts amendatory thereof and supplementary thereto, for all employees of the contractor. All subcontractors shall furnish to the Contractor and to the Owner, evidence of similar insurance for all of their respective employees unless such employees are covered by the protection afforded by the contractor.

D. Comprehensive General Liability and Property Damage Insurance

1. Coverage to include operations; contractor's protective insurance, products coverage and completed operations; contractual coverage; underground coverage; blasting, explosion and collapse; all subject to the following limits:

2. Bodily Injury \$1,000,000 per Person  
\$2,000,000 Aggregate

3. Property Damage \$500,000 per Occurrence  
\$500,000 Aggregate

E. Comprehensive Automobile Liability and Property Damage

1. Operation of owned, hired and non-owned motor vehicles:

2. Bodily Injury \$1,000,000 per Person  
\$1,000,000 per Occurrence

3. Property Damage \$1,000,000 per Occurrence

F. If the Contractor is employing Subcontractors or hiring pieces of equipment from another firm/contractor, said Contractor must furnish certificates of insurance for each to the Owner.

1.14 LAWS TO BE OBSERVED

A. The Contractor shall give all notices and comply with all Federal, State and Local laws, ordinances and regulations in any manner affecting the conduct of the work and all such orders and degrees as exist, or may be enacted by bodies or tribunals having any jurisdiction or authority over the work, and shall indemnify and save harmless the Owner against any claim or liability arising from, or based on, the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees.

1.15 PUBLIC SAFETY AND CONVENIENCE

- A. The Contractor shall at all times so conduct his work as to insure the least possible obstruction of traffic and the least possible inconvenience to the general public and to the employees of the Owner.

1.16 USE OF JOB SITE

- A. The Contractor shall confine his equipment, apparatus, the storage of materials and operations of his workman to limits indicated by the law, ordinances, permit or directions of the Owner and shall not encumber the premises with his materials.
- B. The Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety. The contractor shall observe and enforce the Owner's instructions regarding signs, advertisements, fires and smoke.

1.17 SCHEDULE OF VALUES

- A. The Contractor shall within ten (10) days of receipt of notice to proceed, submit a complete breakdown of the Contract Amount showing the value assigned to each part of the work, including an allowance for profit and overhead. Upon approval of the breakdown of the Contract Amount by the Engineer, it shall be used as the basis for all Requests for Payment.

1.18 REQUESTS FOR PAYMENT

- A. The Contractor may submit periodically but not more than once each month a Request for Payment of work done on the site and materials delivered and stored on the site. The Contractor shall furnish the Engineer all reasonable facilities required for obtaining the necessary information relative to the progress and execution of the work. Payment for materials stored on the site will be conditioned upon evidence submitted to establish the Owner's title to such materials. Each Request for Payment shall be computed from the work completed on all items listed in the Schedule of Values, less 10% to be retained until final completion and acceptance of the work and less previous payments.
- B. The Contractor shall be required to file waivers of lien from all suppliers, subcontractors, etc., with the Owner prior to receiving payment on the project.

1.19 RELEASE OF LIENS

- A. The Contractor shall deliver to the Owner a complete release of all liens arising out of this Contract before the retained percentage or before the final Request for Payment is paid. If any lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner such amounts as the Owner may have been compelled to pay in discharging such liens, including all costs and a reasonable attorney's fee.

1.20 PATENTS

- A. The Contractor shall pay for all royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof.

1.21 COOPERATION WITH OWNER

- A. Personnel in the employ of the Contractor or any of his subcontractors, either directly or indirectly, are prohibited from using any existing facilities on adjacent property or trespassing in or about adjacent facilities.



## 1.22 SUBCONTRACTS

- A. The Contractor shall notify the Owner, in writing, of the names of the subcontractors proposed on the Contract and shall not employ any subcontractors until the Owner's approval in writing has been obtained.
- B. The Contractor agrees to be fully responsible to the Owner for the acts or omissions of his subcontractors and of anyone employed directly or indirectly by him or them, and this Contract obligation shall be in addition to the liability imposed by law upon the Contractor.
- C. Nothing contained in the Contract documents shall create any contractual relationship between any subcontractors and the Owner. The Contractor agrees to bind every subcontractor (and every subcontractor of a subcontractor) by the terms of the General and special Provisions of the Contract, the Contract Drawings and Specifications, as far as applicable to his work, unless specifically noted to the contrary in a subcontract approved in writing as adequate by the Owner.

## 1.23 ASSIGNMENT OF CONTRACT

- A. No assignment by the Contractor of any construction contract, or any part thereof, or of the funds to be received there under by the Contractor, will be recognized, unless such assignment has had the written approval of the Owner and the Surety has been given due notice of such assignment and has furnished written consent thereto. Such written approval by the Owner shall not relieve that Contractor of the obligations incurred by him under the terms of this Contract. In addition to the usual recitals in assignment contracts, the following language must be set forth:  
  
"It is agreed that the funds to be paid to the assignee under this assignment are subjected to a prior lien for services rendered or materials supplied for the performance of the work called for in said contract in favor of any persons, firms, or corporations rendering such services or supplying such materials".

## 1.24 OTHER CONTRACTS

- A. The Owner may award other contracts for additional work at the site of the project (or other locations) and the Contractor shall fully cooperate with such other Contractors and carefully fit his own work to that provided under other contracts as may be directed by the Owner. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor.

## 1.25 OWNER'S RIGHT TO DO WORK

- A. If the Contractor neglects to prosecute the work to be performed on this Contract properly, or fails to perform any provision of this Contract, the Owner, after three days' written notice to the Contractor and his Surety, may, without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment due the Contractor.

## 1.26 TERMINATION BY THE CONTRACTOR

- A. If the Owner fails to make payment through no fault of the Contractor for a period of thirty (30) days after such payment is due in accordance with the Contract Documents, the Contractor may, upon seven (7) days written notice to the Owner terminate the Contract and recover from the Owner payment for all work executed and for any proven loss sustained upon any materials, equipment, tools, and construction equipment and machinery including reasonable profit and damages.

## 1.27 TERMINATION BY THE OWNER

- A. If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision of the Contract, the Owner may, after seven (7) days written notice to the Contractor and without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor or, at his option, may terminate the Contract and take possession of the site and of all material, equipment, tools and construction equipment and machinery thereon owned by the Contractor and may finish the work by whatever method he may deem expedient, and if the unpaid balance of the Contract sum exceeds the expense of finishing the work, such excess shall be paid to the contractor, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner.

1.28 CHANGES IN THE WORK

- A. The Owner without invalidating the Contract may order changes in the work consisting of additions, deletions, or modifications, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the work shall be authorized by written Change Order signed by the Owner.
- B. The Contract Sum and the Contract Time may be changed only by Change Order.
- C. The cost or credit to the Owner from a change in the work shall be determined by mutual agreement before executing the work involved.

1.29 CORRECTION OF WORK

- A. The Contractor shall correct any work that fails to conform to the requirements of the Contract Documents where such failure to conform appears during the progress of the work, and shall remedy any defects due to faulty materials, equipment or workmanship which appear within a period of one year from the date of final payment of the Contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. The provisions of this Article apply to work done by Subcontractors as well as to work done by direct employees of the Contractor. The obligations of the Contractor under this paragraph shall be in addition to and not in limitation of any obligations imposed upon him by special guarantees required by the Contract Documents or otherwise prescribed by law.

1.30 SANITARY CONVENIENCE

- A. The Contractor shall have access to the use of sanitary facilities available to the Facility Staff.

1.31 CLEANING UP AND FINAL INSPECTION

- A. The Contractor shall at all times keep the site of the work free from accumulation of waste material or rubbish caused by his employees on the construction work, and at the completion of the work he shall remove all his rubbish from and about the work and all his tools, equipment, scaffolding, and surplus materials, and shall leave the completed work clean and ready for use. In case of dispute, the Owner may remove the rubbish and surplus materials and charge the cost to the several Contractors, if more than one is employed on the project, in proportion to the amounts as shall be determined by the Owner to be just.

1.32 OWNER'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION

- A. The Owner may withhold from payments to the Contractor, in addition to retained percentage, such an amount or amounts as may be necessary to cover:
  - 1. Payments that may be earned or due for just claims for labor or materials furnished in and about the work.
  - 2. For defective work not remedied.
  - 3. For failure of the contractor to make proper payments to the Subcontractors.
  - 4. Reasonable doubt that this Contract can be completed for the balance then unpaid.

5. Evidence of damage to another Contractor.
  6. Liquidated damages due to failure to meet contract completion dates.
- B. The Owner will disburse and shall have the right to act as agent for the Contractor in disbursing such funds as have been withheld pursuant to this paragraph to the part or parties who are entitled to payment therefrom. The Owner will render to the Contractor a proper accounting of all such funds disbursed in behalf of the Contractor.
  - C. The Owner also reserves the right, even after full completion and acceptance of the work, to refuse payment of the final ten percent (10%) due the contractor until it is satisfied that all Subcontractors, material suppliers and employees of the Contractor have been paid in full.

### 1.33 CHANGES-PAYMENT

- A. The Owner may, in accordance with the rules of its Common Council, authorize changes in the work to be performed or the materials to be furnished under the provisions of this Contract.
- B. Adjustment, if any, in the amounts to be paid to the Contractor by reason of any such changes shall be determined by one or more of the following methods:
  1. By an acceptable lump sum or unit price proposal by the Contractor.
  2. On a cost-plus limited basis not to exceed a specified limit (defined as the cost of labor, materials and insurance) plus a specified percentage of the cost of such labor, materials and insurance provided the specified percentage does not exceed fifteen percent (15%) of the aggregate of the cost of such labor, materials and insurance, and shall in no event exceed a specified limit.
- B. No claim for an addition to the contract price will be valid unless authorized as aforesaid.
- C. In cases where a lump sum proposal is submitted by the Contractor in Excess of Five Hundred Dollars (\$500.00) and the Owner considers the proposal so submitted is excessive or unreasonable for the changes or added work contemplated; the Owner reserves the right to request a proposal for the same changed items from other Contractors. If a proposal for such added work is obtained from other Contractors at a lesser amount, the Owner reserves the right to make an award of such work to another Contractor, unless the Contractor on this Contract agrees to do the added work or changed work for the price named by the other Contractor.
- D. It shall be expressly understood and hereby agreed to by the Contractor that no claim for extra work will be recognized by the Owner unless same has been ordered, in writing, by the Owner, or unless claim for such added work has been filed by the Contractor within five (5) days after the end of the calendar month in which such alleged work was performed. Inspectors and Resident Engineers are not authorized to act for the Owner in giving orders for the Owner for extra or additional work, either in writing or verbally.

### 1.34 DEDUCTION FOR UNCORRECTED WORK

- A. If the Owner deems it expedient to accept work damaged or not done in accordance with the Contract, an equitable adjustment will be made with a proper deduction from the contract price for unsatisfactory work.

### 1.35 FINAL ACCEPTANCE OF THE WORK

A. The Contract shall be deemed as having been finally accepted by the Owner when its governing body, by formal resolution, accepts the work.

1.36 CORRECTION OF WORK AFTER FINAL PAYMENT

A. Neither the final payment on this Contract by the Owner nor any provision in these Contract Documents shall relieve the Contractor or Surety of the responsibility for negligence in the furnishing and installation of faulty materials or for faulty workmanship which shows up within the extent of the period provided by law nor of the responsibility of remedying such faulty workmanship and materials.

1.37 OWNER'S RIGHT TO USE UNCOMPLETED WORK

A. The Owner shall have the right to take possession of and use portions of the work prior to final acceptance without waiving rights against the Contractor or his Surety for defects in the work or failure to complete same in its entirety.

1.38 PAYMENTS

A. Pay estimate periods shall close on the last day of each calendar month so that completed estimates can be computed for processing. On each partial payment during the progress of the project, the Owner will retain an amount in accordance with Chapter 66.29 Wisconsin Statutes. No payment will be made for material stored at the job site.

1.39 DELAYS

- A. If the work of the Contractor is delayed because of any acts or omissions of any other Contractor, the Contractor shall have no claim against the Owner on that account other than an extension of time.
- B. In case any action in court is brought against the Owner or Engineer, or any officer or agent of either of them, for the failure, omission or neglect of the Contractor, utility company or Owner of other facilities within the project area to perform any of the covenants, acts, matters or things by this Contract undertaken, or for injury or damage caused by the alleged negligence of the Contractor or his subcontractors or his or their agents, or in connection with any claim based on lawful demands of subcontractors, workmen, material men, or suppliers, the Contractor shall indemnify and save harmless the Owner and Engineer and their officers or agents, from all losses, damages, costs, expenses, judgments or decrees arising out of such action.

1.40 ATTACHMENTS

- A. The following attachments are referenced herein, attached hereto and made part of this document.
  - 1) First Floor Building Plans
  - 2) Sectional Plan showing approximate location of new Equipment
  - 3) Standard Terms and Conditions

Form A: Signature and Non-Collusion Affidavit

RFP: Purchase and Installation of Mead Library AMH System

*This form must be returned with your response.*

In signing Proposals, we certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise take any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit Proposals, that Proposals have been independently arrived at, without collusion with any other Proposers, competitor or potential competitor; that Proposals have not been knowingly disclosed prior to the opening of Proposals to any other Proposers or competitor; that the above statement is accurate under penalty of perjury.

The undersigned, submitting this Proposals, hereby agrees with all the terms, conditions, and specifications required by the county in this Request for Proposals, declares that the attached Proposals and pricing are in conformity therewith, and attests to the truthfulness of all submissions in response to this solicitation.

Proposers shall provide the information requested below. Include the legal name of the Proposers and signature of the person(s) legally authorized to bind the Proposers to a contract.

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINT NAME OF PERSON SIGNING

## Form B: Receipt of Forms and Submittal Checklist RFP:

Purchase and Install of Mead Library AMH System

*This form must be returned with your response.*

Proposers hereby acknowledge the receipt and/or submittal of the following forms:

Forms	Initial to Acknowledge RECEIPT
Form A: Signature Affidavit	
Form B: Receipt of Forms and Submittal Checklist	
Form C: Vendor Profile	
Form D: Cost Proposal	
Form E. References	
Appendix A: Standard Terms and Conditions	
Appendix B: First Floor Blueprint (Partial)	
Appendix C: Rough Layout	

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
SIGNATURE

# Form C: Vendor Profile

## Purchase and Installation of Mead Library AMH System

### COMPANY INFORMATION

*This form must be returned with your response.*

COMPANY NAME (Make sure to use your complete, legal company name.)			
FEIN	(If FEIN is not applicable, SSN collected upon award)		
CONTACT NAME (Able to answer questions about proposal.)	TITLE		
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
ADDRESS	COUNTY	STATE	ZIP

### ORDERS/BILLING CONTACT

Address where County purchase orders/contracts are to be mailed and person the department contacts concerning orders and billing.

CONTACT NAME	TITLE		
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
ADDRESS	COUNTY	STATE	ZIP

# Form D: Cost Proposal

## RFB: Purchase and Install of Mead Library AMH System

*This form must be returned with your response.*

We propose to provide and install the Automated Material Handling System including Freight, Labor, Materials and complete installation including staff training at a total cost of:

System Manufacturer Name \_\_\_\_\_

System Manufacturer Model \_\_\_\_\_

\$ \_\_\_\_\_

\_\_\_\_\_ Thousand \_\_\_\_\_ Hundred \_\_\_\_\_ Dollars and \_\_\_\_\_ Cents

We Acknowledge Receipt of the following Addenda

#1 DATED \_\_\_\_\_ #2 DATED \_\_\_\_\_ #3 DATED \_\_\_\_\_

Further, we propose to furnish on site maintenance consisting of \_\_\_ Visits per year for a period of Five Years following the expiration of the manufacturer’s warranty period at an annual cost of \$ \_\_\_\_\_ per year. This cost shall be paid in advance at the time of purchase.

Further, based upon current lead times and production schedules in effect at the time of this writing we would Anticipate commencement of project activities to begin within \_\_\_\_\_ WEEKS following execution of the contract between the parties and necessary building modifications by others.

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE



Form E: **References**  
RFP: Mead Public Library AMH System

*This form must be returned with your response.*

REFERENCE #1 – CLIENT INFORMATION			
COMPANY NAME	CONTACT NAME		
ADDRESS	COUNTY	STATE	ZIP
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
Manufacturer & Model	Delivery date		
Notes			

REFERENCE #2 – CLIENT INFORMATION			
COMPANY NAME	CONTACT NAME		
ADDRESS	COUNTY	STATE	ZIP
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
Manufacturer & Model	Delivery Date		
Notes			

REFERENCE #3 – CLIENT INFORMATION			
COMPANY NAME	CONTACT NAME		
ADDRESS	COUNTY	STATE	ZIP
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
Manufacturer & Model	Delivery Date		
Notes			



*RFID Library Solutions*

EXHIBIT 2

Item 20.

## MEAD PUBLIC LIBRARY



### Mead Library AMH System

*Request for Bids – 2066-24*

**October 24<sup>th</sup>, 2024**

### RFID Library Solutions

11030 89<sup>th</sup> Ave. N.  
Maple Grove, MN 55369  
(763) 443-5937

[www.rfidls.com](http://www.rfidls.com)

**Eric Kohorst**  
[eric@rfidls.com](mailto:eric@rfidls.com)



**MEAD**  
**LIBRARY**

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## 1.0 COVER LETTER

October 24<sup>th</sup>, 2024

Mr. Bernard Rammer  
City of Sheboygan – Mead Pub. Lib.  
710 N. 8<sup>th</sup> Street  
Sheboygan, WI 53081

Dear Mr. Rammer,

RFID Library Solutions (RFID LS) is pleased to submit a proposal to the City of Sheboygan for Bid # 2066-24, entitled Mead Public Library Automated Materials Handling System, that is to be installed at 710 N 8<sup>th</sup> Street, Sheboygan, WI 53081.

Creating a custom material handling solution is made easier when you have innovative options, flexible conveyor assembly and a customer-focused mindset. RFID Library Solutions believes we have put together a materials handling concept that is compatible, effective volumes and affordable. Our proposal solves several of Mead Public Library's desired attributes by addressing its need for multiple & bulk induction points, the proper RFID/ILS system specifications with industry friendly equipment, in addition to service that is timely & traveling from within Wisconsin, New Richmond to be specific. Your overall solution will deliver the library ease of use, reliability as well as scalability into the future.

This proposal is organized to give MPL an idea of what to expect from a relationship with RFID LS. It begins with a brief summary of our material handling experience and key personnel that will be a part of this project. The next three sections detail the AMH system proposed, several drawings and a cost breakdown. The middle subjects provide greater understanding of our project management, system training, service & support programs, as well as associated warranties. The remaining submittals are Forms A - E as requested by the City of Sheboygan.

We appreciate your consideration of this proposal and would welcome the opportunity to discuss our concept in greater detail.

Many Thanks,



**Eric Kohorst**  
RFID Library Solutions



## 2.0 FIRM HISTORY & PERSONNEL

### **RFID LS History**

Focused exclusively on the library industry, RFID Library Solutions is a privately owned & operated research and development company located in Minneapolis, MN. Incorporated in December of 2009 as an independent system integrator, we are dedicated to helping libraries increase their productivity through patented conveyance technology, improved automation methods, flexible software applications, and customer friendly business practices. We are completely committed to the development of library industry standards as well as the usage of interoperable RFID hardware. As a vendor focused solely on back workroom library activities, we rely on open guidelines in order to read RFID tag data and communicate with ILS databases using SIP protocol.



Although we are a small business, our team possesses an impressive resume bringing together years of library industry experience. This expertise includes contributions on major AMH system installations across North America, extensive software programming on material handling systems, a detailed understanding of SIP Communication and an intimate knowledge of RFID hardware capabilities. Since the same individuals that own the company, operate and participate in daily activities as well as business decisions, it is a quick process for us to make technology or philosophical changes to meet the needs of our partner libraries. This strength is what keeps us on the leading edge of library automation.

To keep pace in an ever-changing industry, we also rely on experienced industry consultants, engineers and distributors for particular project ideas when defining the best solution for a library. We have developed an impressive list of internationally known vendors that support us with a wide range of proprietary RFID and material handling technology gained from decades of being in business. We take great pride in providing exceptional service & offering unique solutions to our customers. Our systems vary in complexity from basic RFID check-in at a return, to simple conveyance, or highly automated sorting schemes. Every solution is considered on its own merits to provide tremendous productivity gains as well as immediate investment return.

RFID Library Solutions does not have a parent company, nor do we have any partners that control our business decisions or activities. There are no current plans for the sale, acquisition or merger of the company with another. RFID LS has also avoided litigation with all its vendors, suppliers and manufacturing partners. They all can attest to the fact that we pay our bills on time and in full when due. It speaks to our dedication to the industry as well as financial stability. As a company, we are conservative in our financial dealings and maintain no debt obligations. Due to the private ownership of our company, we will refrain from including any financial details in this public document. If MPL requires specific or certain statements to demonstrate our viability, we will gladly provide such details if chosen as the project integrator.

As a newer company seeking to win the respect and confidence of your library staff, I think it is important as well as relevant to briefly discuss how we have assembled our solution to handle the challenges you face, the staff time available and the labor associated with processing library materials. We have all been in the industry long enough to know we truly have a unique approach, product and vision for the future of how materials should be circulated, moved and sorted using RFID. We are confident in our ability and hope you decide to be a part of this evolution.

## Key Personnel

The success of any project or system installation is strongly influenced by the caliber of people delivering the solution. At RFID Library Solutions, we feel it is one of the key characteristics that separate us from other AMH integrators. From design all the way through product delivery, training, and follow-up support, MPL's staff will always be dealing with top personnel. As central contributors in the company, each person listed below will have the ability to make instant decisions to solve problems and create resolution. All five team members responsible for this project have years of library industry know-how that lend tremendous credibility to our method of system design.

Although the company may be relatively new, our resume's, knowledge and client list speak for itself. Over the past fourteen years we have been able to win the confidence of much respected libraries due to our ability and reputation for delivering promises we make. RFID Library Solutions would not be utilizing any subcontractors for the installation of your AMH systems. Receipt of all components, hardware set-up, software testing and staff training will all be performed by the following individuals. Described below are key responsibilities as well as their experience.

## Qualifications & Responsibilities

### Eric Kohorst



Project Lead  
Business Operations  
Sales & Marketing  
Owner/Operator

- 10 years of production manufacturing and facility management.
- Customer Service professional and sales support specialist
- Two years overseeing RFID tagging and conversion project management.
- Background includes positions involving sales, accounting, marketing & management.
- Duties...
  - ✓ *System marketing, sales engagement with clients and product presentations, system CAD design*
  - ✓ *Maximize distributor & manufacturing relationships for reliable technology implementation*
  - ✓ *Oversee day-to-day business activities & administration.*
  - ✓ *Involved in system assembly & installation, customer support services and remote training.*

### Neil Bruchu



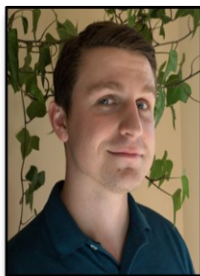
Certified Technician  
Project Installation  
System Assembly

- Joined RFID LS in Feb. 2012. Prior to that, Neil manufactured & assembled library material handling equipment for over 5 years at Tech-logic.
- Machinist & milling background, Neil has fabricated many of the AMH systems RFIDLS has installed & serviced. His teamwork is key to the long-term reliability of the systems put in place.
- Broad RFID hardware experience/knowledge as well as a library circulation understanding.
- Implemented more than 65 AMH systems ranging in sort size from 2 to 64 bins
- Duties...
  - ✓ *System set-up, testing, delivery, training, & long-term service of all AMH systems.*
  - ✓ *Present on-site during all implementation phases.*
  - ✓ *Coordinates yearly preventative maintenance visits.*
  - ✓ *Customer Service contact*

**Robert Upegui**

Certified Technician  
Project Installation  
Software Specialist

- Joined RFID LS in June 2016. Prior to that, Rob installed and serviced AMH systems at Tech-Logic since 2000.
- As the Technical Service Manager at Tech-Logic, he was responsible for managing their service team and providing technical support, field service troubleshooting and repair of equipment.
- Broad experience with various automation equipment, including pneumatics, motor controls, circuits and AC/DC electrical repairs.
- Has implemented more than 45 AMH systems ranging in sort size from 3 bins at Hennepin County Library system to 56 bins at Chicago Pub. Lib. central facility.
- Duties...
  - ✓ *System set-up, testing, delivery, training, and long-term service of all AMH systems.*
  - ✓ *Present on-site during all implementation phases.*
  - ✓ *Coordinates yearly preventative maintenance visits.*
  - ✓ *Customer Service contact*

**Ryan Roberts**

Software Engineer  
PC & Network Specialist  
Customer Service

- Joined RFID LS in July 2019. Prior to that, Ryan worked as a software developer creating & improving custom content management systems.
- As our software engineer & IT specialist, he works with libraries when they make ILS partner switches. Troubleshoots system network and ILS connection problems with our sorting machines. He also writes new code for EZ Sort software enhancements, bug patches and program upgrades.
- Extensive knowledge and experience with 3D printing technology. Designs as well as creates many components utilized on our systems using Prusa Printer Systems.
- Duties...
  - ✓ *Controller PC set-up & testing. Manages network connections to ILS & system hardware.*
  - ✓ *Configures EZ Sort software program to conform with conveyor layout, ILS settings, print slip design, item check-in and sorting.*
  - ✓ *Customer Service contact*

**Jake Kohorst**

System Assembly  
& Installation  
AMH System Service  
Customer Service

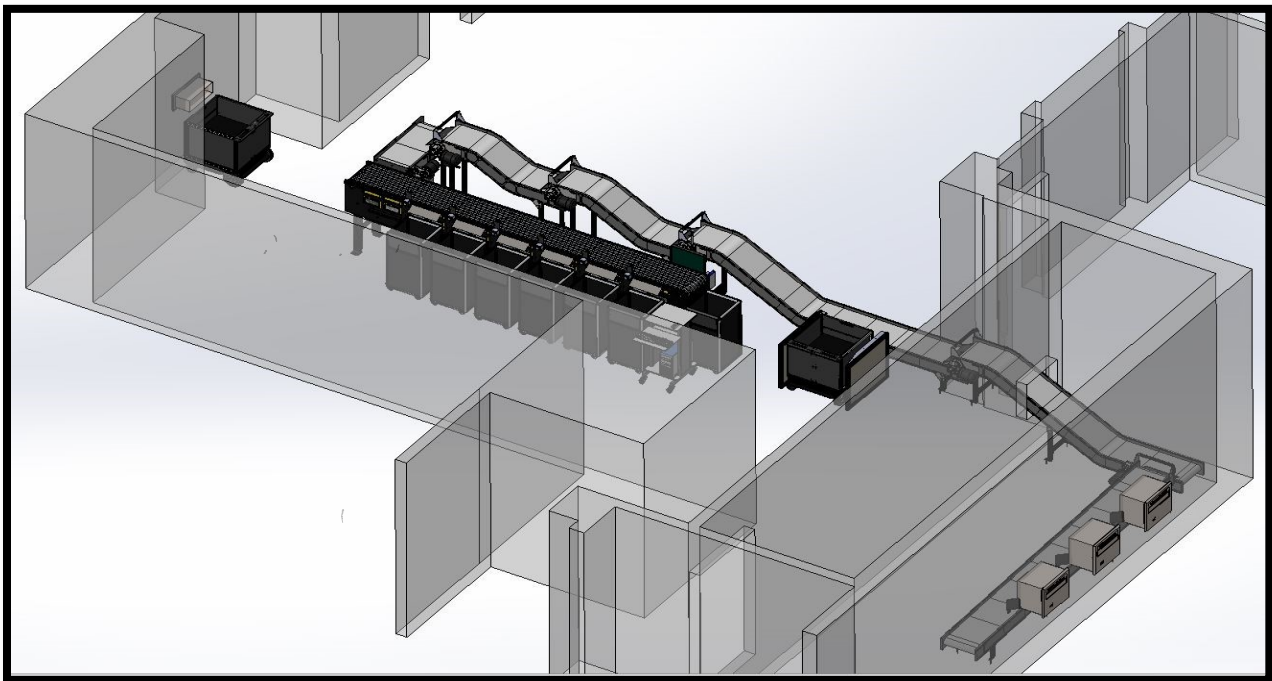
- Joined RFID LS in July 2021 Full time. Prior to that, Jake attended college at Morningside College in Sioux City, IA. He graduated with a BA - Management.
- As our newest technician, Jake responsibilities that range from minor on-site service repairs or product replacement to assembly of numerous sort system components – E-stops, Sort Sensor brackets, Conveyors, Motor packages, etc.
- He also travels with Senior technicians to perform Preventative Maintenance Visits across North America. He can adjust ALL system sensors, repair conveyor belt, replace sprockets/bearings, set air compressors and other duties.
- Duties...
  - ✓ *Build minor system assemblies.*
  - ✓ *System set-up & build for testing at shop. Also travels for new system installation in library.*
  - ✓ *Site service visits for repairs.*
  - ✓ *Website Development & Maintenance.*



### 3.0 PROPOSED AMH SOLUTION

#### Mead AMH System Summary

For the Mead Public Library, we propose a 7-zone sorting system connected to three external returns in the adjacent room as illustrated below. The AMH system includes our proprietary 'Return Bin' induction module that would service the internal patron deposit. The module allows staff the ability to wheel full bins from the front entrance where the book drops reside back through the workroom for automatic induction of material onto a conveyor. The lay-out does require the library to perform some minor remodeling. Primary tasks in preparation for the installation include removing the old sort system and any other equipment within the footprint. MPL is also responsible for creating the opening in the wall for conveyor 2 to pass through. A detailed drawing, see page 16, illustrates the size as well as location of the opening in the wall. The last requirement will be the roughing-in of electrical and network wiring for the system at the marked location on the system drawings, see page 12.



As depicted, the system is laid out so that the first conveyor follows along the outer wall of the building to accept patron returns at three external deposits. Three of the remaining deposits may be closed or locked by the library. A second conveyor takes a 90-degree turn to transport material up a 30-degree incline and through an opening in the wall between the main circulation workroom and the external book drop room. Pictured to the right is an example of how Kenosha Pub. Lib. included this feature into their AMH system at the Southwest branch. The photo also provides an idea of how we create custom transitions for library material to flow from a deposit onto a conveyor. An embedded photo eye in the black transition will activate the conveyor, moving the belt forward. Located at this point will be one five embedded RFID antennas. As material passes over the hidden antenna inside the conveyor, it will communicate tag ID data immediately to the system CPU for SIP messaging & ILS check-in. Four more antennas in conveyors down the line will also serve as check-in instruments so that the system is able to reliably capture 99% of RFID material that passes through.



Once into the workroom, a third transport conveyor will serve as the staff induction point as well as the “Bin Induction Module” zone. Two inclined separation conveyors follow that define the systems footprint into the workroom as requested. The sorter doubles back along this line of conveyors so that items are sorted to the right side into seven spring loaded sort bins. In particular to this room’s physical layout, it’s an advantage to divert material to the same side. Situated in this manner allows us to maximize length for material accumulation, separation and space utilization. Employing it this way also leaves plenty of space for staff to fine-sort material onto book trucks for further processing by staff.

### **System Induction**

When a patron deposits an item into any of the returns, the experience will occur as it always has, pushing as many items through the opening as possible. Our AMH systems are not installed with a patron interface that must be learned, nor is there any wait time in between inserting books. Staff may use this bin induction zone for manual input of material. They will literally be able to place handfuls of items on at once along the length of the conveyor. This zone will also serve as a convenient location to empty book trucks from tech services or re-process the exception bin items that should sort for re-shelving. The lay-out also allows for processing of material from the front internal returns by using our exclusive ‘Return Bin’ Induction Module. Pictured to the right, the module is a means by which our AMH systems can accept and collect hundreds of items in a mobile container. The bin is short enough that it can fit under the return chute to collect material. Once full, it is wheeled back into a safety cage that houses an automated induction mechanism. Following several coordinated steps, the contents are steadily emptied onto a conveyor by the push of a single green ‘Start’ button. The rate of induction is timed as well as coordinated with existing system activities. For example, a system full of material will take longer for a bin to empty versus other times when the system is void of material. The bins have an ergonomic handle that includes a break release lever to allow it to be moved around by staff. Otherwise, when stationary, the break remains in a locked state. Each bin can hold roughly 200 items and will serve as a useful automation tool.



### **Material Processing**

Our ability to handle and process volumes of material in bulk is characterized by the conveyors that follow the induction points. Each AMH system contains a series of short, inclined conveyors before the sorter that serve as our separation and singulation element. Exclusive to our material handling systems, every component or movement on these conveyors serves a purpose. For instance, each inclined conveyor has its own unique belt pattern with flights, varying belt speeds, hesitation before releasing another book and style of transition onto the next conveyor. Pictured to the right is a typical arrangement of these separation conveyors. Slowly but surely, one conveyor after the other, material separates so that items enter the sorter one at a time. Rarely do staff need to interfere with the movement of material.



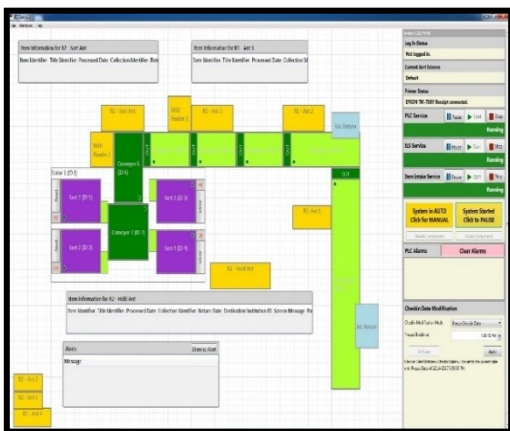
Each of these conveyors has retaining walls added to the sidewalls to help contain material. At the end is a sensor bracket that contains a set of photo eyes to detect the presence or absence of books. As an item passes under the bracket, the conveyor pauses to allow material to be pulled away by the next conveyor. This sequence of hesitation and movement happens with each conveyor down

the line. A black transition with neoprene pad serves as a smooth changeover between conveyors. The belt flights or protruding paddles come in varying lengths as well as heights to aid in the separation of material. Technicians are able to quickly adjust their position on the belt to optimize material processing. Finally, each conveyor has its own potentiometer to adjust belt speed and a software configuration window to control other essential settings. Once configured by a technician at install, staff will not need to worry about altering their settings.

**Sorting**

Depending on return volume, 1 to 2 staff members are required to be on hand during daily operation. Staff will spend a majority of their time removing material from the sort bins for greater organization onto book trucks to be re-shelved. Overall, very minimal time is spent interfacing with the AMH software or babysitting the system. What you'll find is a transfer of labor from check-in and rough sorting duties, to more out-on-the-floor, customer-available activities. It is not necessary for staff to be present during off hours. In fact, we find that the system is able to operate unattended for hours at a time with no trouble. With this as a baseline, very little experience or specialized training is required to start working with our material handling systems. The system software has numerous alerts that pop up or sound when a problem arises. RFID Library Solutions also has the ability to remotely monitor system activity via an internet connection. From there we can quickly help diagnose issues or malfunctions.

Pictured is our Sort conveyor. Each zone has a sensor bracket, chute and Standard AMH Sort Bin. Constructed of extruded aluminum and black marine board, the bins utilize a spring-loaded floor to hold roughly 125 books. A bin dedicated to media may hold closer to 200 cases.



**System Flexibility**

The final piece of each AMH system involves the extremely powerful software-user interface. Pictured to the left is the main user screen. It is a graphical representation of the system from which components may be clicked to quickly adjust system settings. A primary goal for the user display was to create a staff-friendly, intuitive interface in which operators could easily navigate to complete desired tasks. With minimal mouse clicks, staff may observe real-time 'Item Dialog' to verify what material is currently on the system (color coded by item type) or what has recently been sorted into bins (listed by type). This same display also indicates how many items have been processed representing system accuracy & throughput. The 'Item Dialog' window is pictured at the top of the next page.

The RFID Library Solutions software has two user access levels: Operator & Administrator. Logging in to the system is not necessary for normal system operations. For day-to-day system functioning, the Operator user mode provides all the necessary tools to process material for check-in, sorting and handling of most exception items. If changes to the configuration of the system are required, an authorized user may log-in to the system at an Administrative level. The RFID LS EZ Sort software has been designed to allow an administrator to configure sorts, manage ILS communication, alter conveyor speeds, adjust module settings and operate one or more AMH systems. When administrative functions need to be accessed, a user may log in to the system as an Administrator by providing a user ID & password.

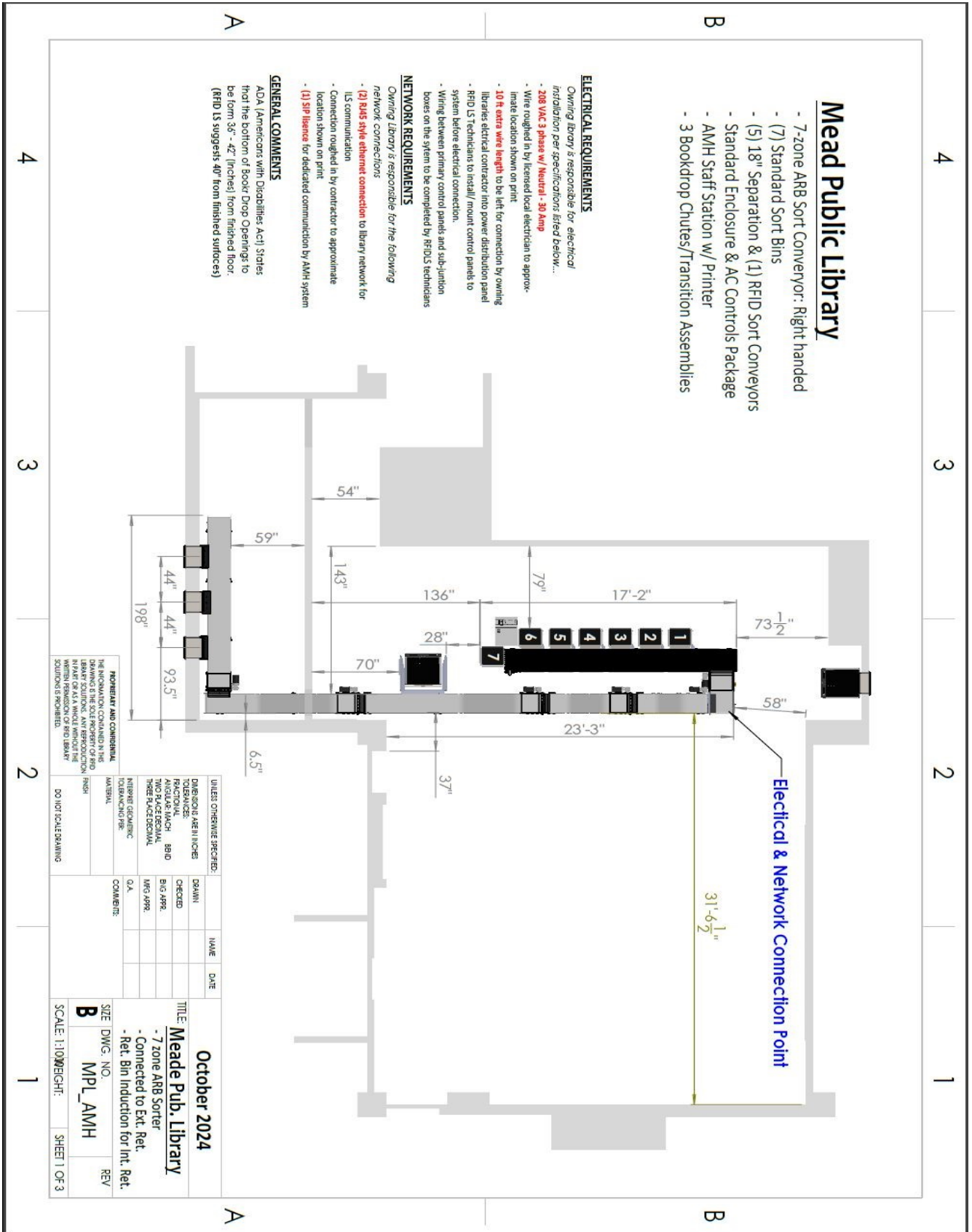
Item Number	Title	Author	Year	Barcode	Barcode Date	Barcode Location	Barcode Status	Barcode Type	Barcode Value
0000000001	The Great Gatsby	F. Scott Fitzgerald	1925	0000000001	2013/01/01	0000000001	0000000001	0000000001	0000000001
0000000002	The Catcher in the Rye	J. D. Salinger	1951	0000000002	2013/01/01	0000000002	0000000002	0000000002	0000000002
0000000003	The Hobbit	J. R. R. Tolkien	1937	0000000003	2013/01/01	0000000003	0000000003	0000000003	0000000003

The 'Sort Group Dialog' window is a regular Admin function used to modify sort criteria within a group or even create a new one. The Sort Group Dialog allows users to view the current status of each individual sort on the system. Information found here are such things as a list of the sort rules used by the sort, a list of the items currently sorted to the sort, a Sort Full Item Count, and a Reset Sort Item Count button. Sort Groups are a collection of Sort Rules

which govern how the sorting system sorts items into their respective locations. A Sort Group contains Sort Rules and Exception Rules. Sort Rules act positively on an item's sorting, that is: if a Sort Rule result is true, the item will sort to that location. Sort Exceptions act negatively on an item's sorting, that is: if a Sort Exception result is true, the item will NOT sort to that location. Each Group may contain 50 Sort Rules and 10 Sort Exceptions. A zone may even have two differing sort criteria at the same time with the ability to toggle between them during varying workflows: weekend vs daily mode, or summer vs winter times. Although we ask that the library give some initial consideration to how these zones are arranged, the software is responsive enough to change as staff discovers more efficient ways to organize the bins sorting scheme. For instance, staff may find at a later point that sorting by library location is a better means to organize material than by type of material. Point being, the software was intentionally designed with extreme flexibility in mind for staff control. Pictured to the right, the AMH staff station can be located anywhere in the workroom, although our preferred location is at the end of the sorter next to the exceptions bin. With its receipt printer and RFID antenna pad, the AMH station will be a very useful tool for staff to efficiently process material from the exceptions bin. Using the station, any staff member will be able to print hold slips and examine any item that has fallen into it. Hold slips may be configured to match MPL's existing receipt format or a new style if desired



### 4.0 MEAD LIBRARY AMH DRAWINGS



#### Mead Public Library

- 7-zone ARB Sort Conveyor: Right handed
- (7) Standard Sort Bins
- (5) 18" Separation & (1) RFID Sort Conveyors
- Standard Enclosure & AC Controls Package
- AMH Staff Station w/ Printer
- 3 Bookdrop Chutes/Transition Assemblies

#### ELECTRICAL REQUIREMENTS

- Owning Library is responsible for electrical installation per specifications listed below...
- 208 VAC 3 phase w/ Neutral - 50 Amp
  - Wire roughed in by licensed local electrician to appropriate location shown on print
  - 10 ft extra wire length to be left for connection by owning libraries electrical contractor into power distribution panel
  - RFID IS Technicians to install/ mount control panels to system before electrical connection.
  - Wiring between primary control panels and sub-junction boxes on the system to be completed by RFIDIS technicians

#### NETWORK REQUIREMENTS

- Owning Library is responsible for the following network connections
- (2) RJ45 style ethernet connection to library network for US communication
  - Connection roughed in by contractor to appropriate location shown on print
  - (1) SIP license for dedicated communication by AMH system

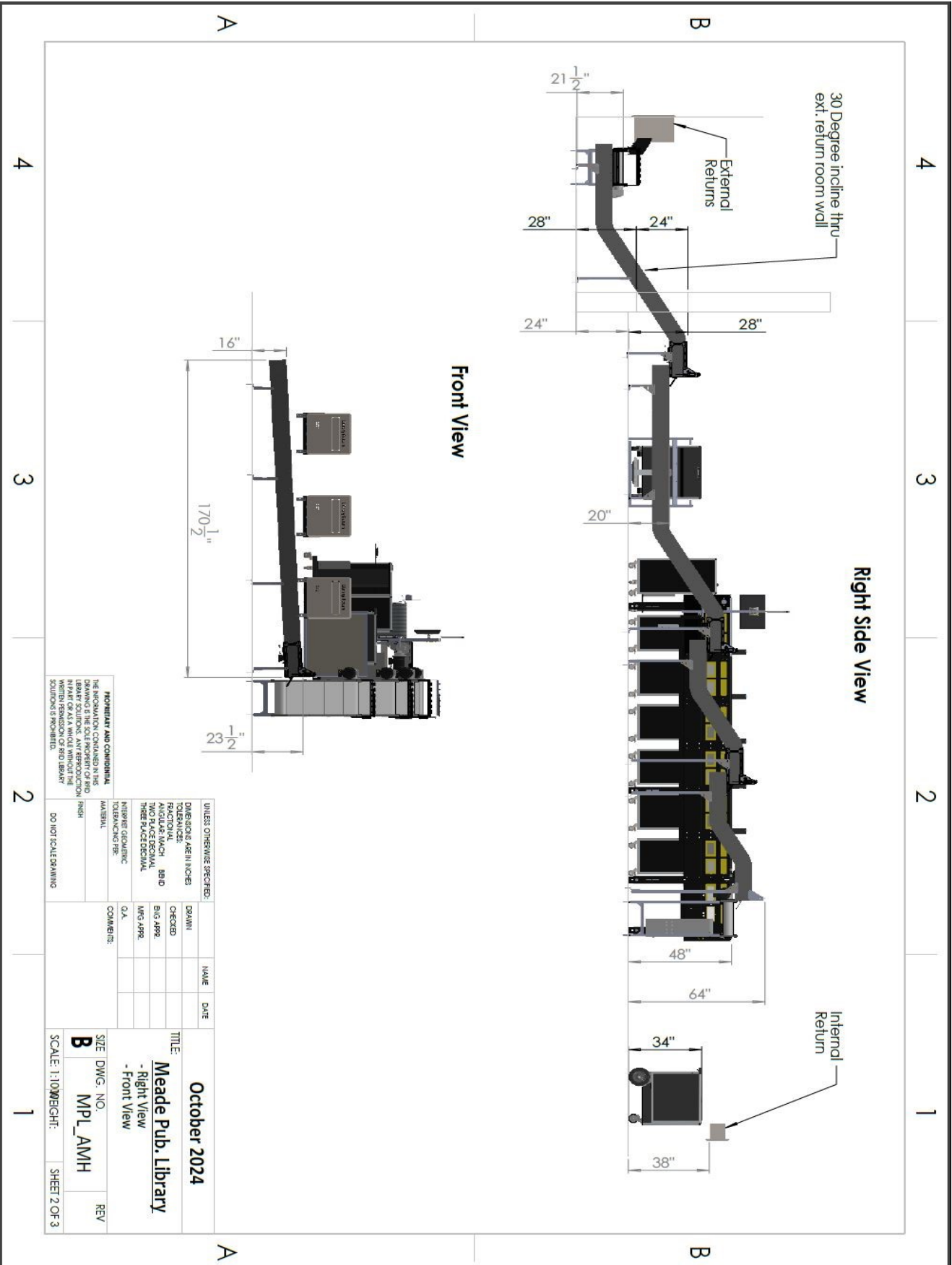
#### GENERAL COMMENTS

ADA (Americans with Disabilities Act) States that the bottom of Bookdrop Drop Openings to be from 36" - 42" (inches) from finished floor. (RFID IS suggests 40" from finished surfaces)

**NOVELTY AND CONFIDENTIALITY**  
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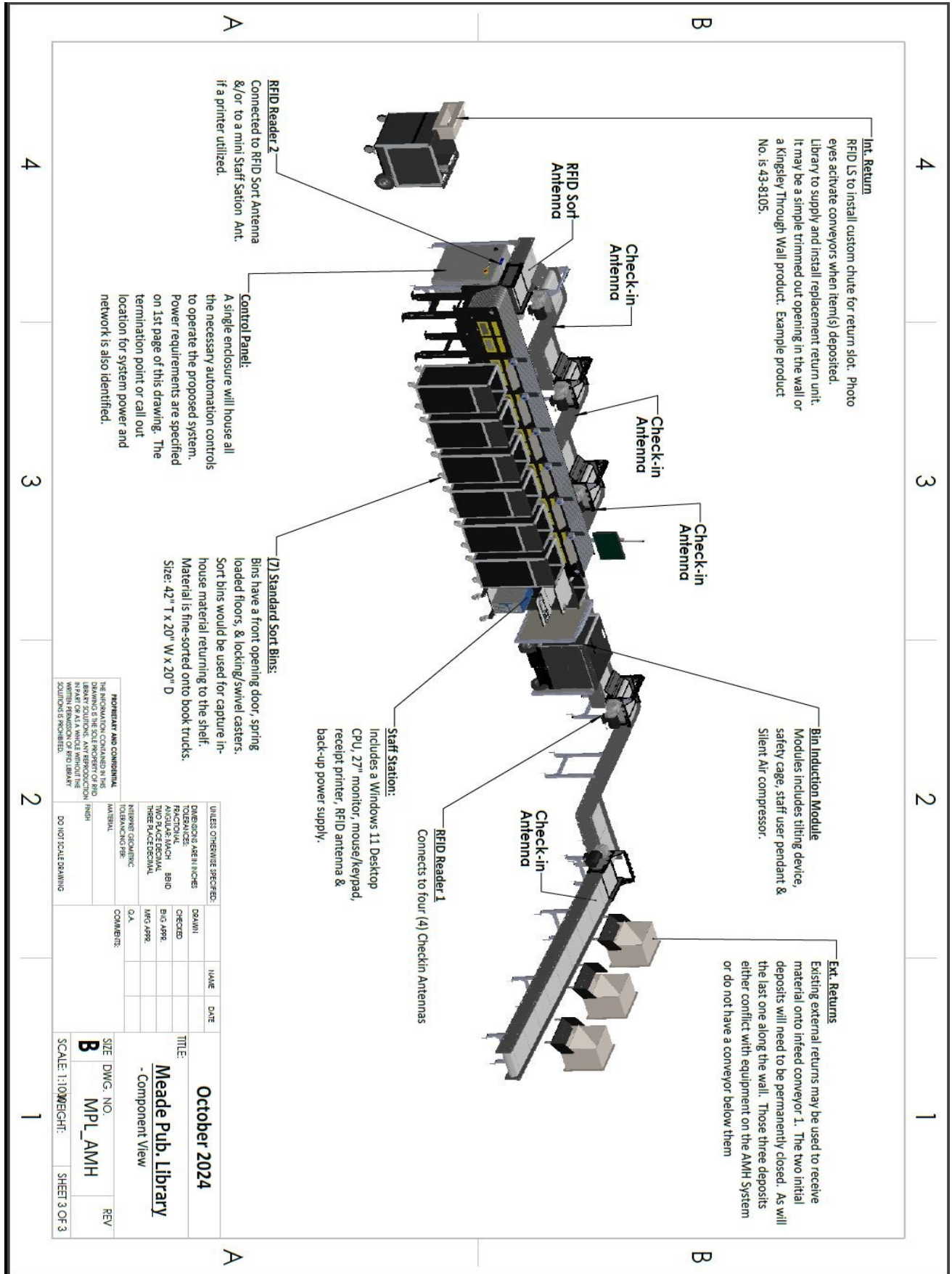
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DIMENSIONS ARE IN INCHES	DRAWN	
FINISH	CHECKED	
DO NOT SCALE DRAWING	AVIGADUE MACH	
	TWO PLACE DECIMAL	
	THREE PLACE DECIMAL	
	INTERIOR DIMENSIONS	
	TO DIMENSIONS	
	COMMENTS:	
	SIZE DWG. NO.	
	SCALE: 1"=10'-0" HEIGHT:	
	SHEET 1 OF 3	

**October 2024**  
**Meade Pub. Library**  
 - 7 zone ARB Sorter  
 - Connected to Ext. Ret.  
 - Ret. Bin Induction for Int. Ret.



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UNLESS OTHERWISE SPECIFIED:		DRAWN	DATE
ALL DIMENSIONS ARE IN INCHES			
FRACTIONS			
ANGULAR DIMS	88/10		
TWO PLACE DECIMAL			
THREE PLACE DECIMAL			
INTERFERING DIMS			
TOLERANCING PER:			
MATERIAL			
FINISH			
DO NOT SCALE DRAWING			
TITLE:		OCTOBER 2024	
Meade Pub. Library			
- Right View			
- Front View			
SIZE	DWG. NO.		
B	MPL_AMH		
SCALE: 1:10	HEIGHT:		
		SHEET 2 OF 3	



**RFID Reader 2**  
 Connected to RFID Sort Antenna &/or to a mini Staff Station if a printer utilized.

**Control Panel:**  
 A single enclosure will house all the necessary automation controls to operate the proposed system. Power requirements are specified on 1st page of this drawing. The termination point or call out location for system power and network is also identified.

**(Z) Standard Sort Bins:**  
 Bins have a front opening door, spring loaded floors, & locking/swivel casters. Sort bins would be used for capture in-house material returning to the shelf. Material is fine-sorted onto book trucks. Size: 42" T x 20" W x 20" D

**Staff Station:**  
 Includes a Windows 11 Desktop CPU, 27" monitor, mouse/keyboard, receipt printer, RFID antenna & back-up power supply.

**RFID Reader 1**  
 Connects to four (4) Check-in Antennas

**Int. Return**  
 RFID IS to install custom chute for return slot. Photo eyes activate conveyors when item(s) deposited. Library to supply and install replacement return unit. It may be a simple trimmed out opening in the wall or a Kingsley Through Wall product. Example product No. is 43-8105.

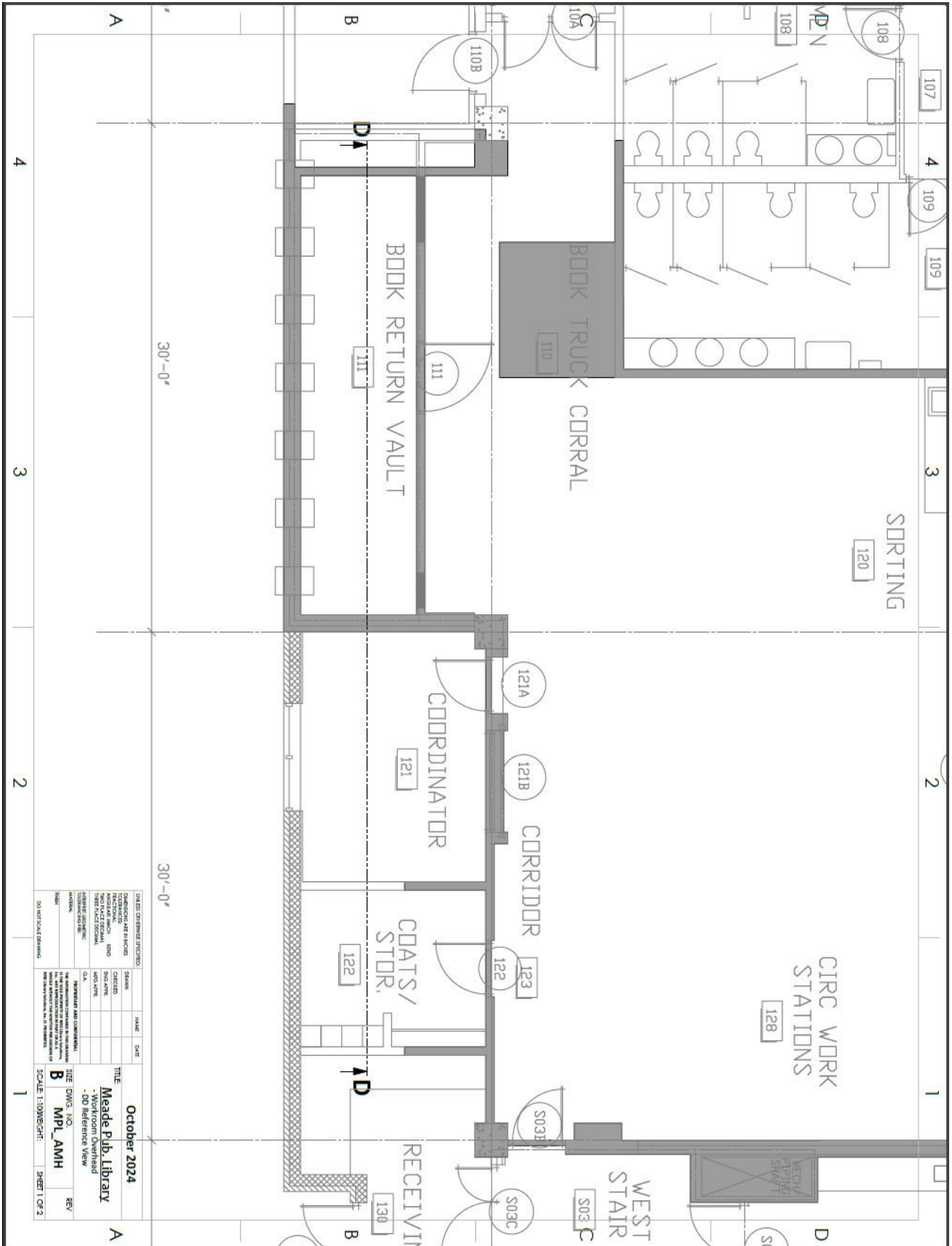
**Bin Induction Module**  
 Modules includes tilting device, safety cage, staff user pendant & silent air compressor.

**Ext. Returns**  
 Existing external returns may be used to receive material onto infeed conveyor 1. The two initial deposits will need to be permanently closed. As will the last one along the wall. Those three deposits either conflict with equipment on the AMH System or do not have a conveyor below them

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UNLESS OTHERWISE SPECIFIED:	DATE	NAME	REVISION
DIMENSIONS ARE IN INCHES			
TOLERANCES:			
FRACTIONAL: 1/16"			
DECIMAL: .0150"			
ANGLES: 30, 45, 60, 90 DEGREES			
THREADS: PER ANSI B1.1			
WELDING: PER AWS D1.1			
FINISH: AS SHOWN			
SCALE: AS SHOWN			
OTHER: AS SHOWN			

<b>October 2024</b> <b>Meade Pub. Library</b> - Component View		TITLE: October 2024 Meade Pub. Library - Component View
SIZE: <b>B</b> DWG. NO.: <b>MPL_AMH</b> SCALE: 1:10 WEIGHT:	COMMENTS: Q.A. TO:	REV:







**5.0 COST BREAKDOWN**

DESCRIPTION	COST
<b>7-zone right-handed ARB Sortation Conveyor</b> <ul style="list-style-type: none"> <li>Includes sort chutes &amp; sensor brackets</li> <li>Control cables and I/O blocks</li> </ul>	<b>\$64,100.00</b>
<b>Conveyance</b> <ul style="list-style-type: none"> <li>(5) 18" wide Separation &amp; Singulation Conveyors</li> <li>Sorter RFID Conveyor</li> <li>(3) Ext. Ret. transitions onto conveyor &amp; (1) Int. Ret transition into Induction bin</li> </ul>	<b>\$42,945.00</b>
<b>System Controls</b> <ul style="list-style-type: none"> <li>(1) Control Enclosure &amp; PLC Control Software</li> <li>EZ Sort Software Interface</li> <li>(2) 4-channel RFID readers &amp; (6) antenna pads</li> <li>AMH staff station w/ receipt printer</li> </ul>	<b>\$37,500.00</b>
<b>(7) AMH Sorting Bins</b> (1,950.00/each) <ul style="list-style-type: none"> <li>Dimensions 20" w x 20" d x 42" t</li> <li>Spring loaded floors, front access door &amp; swivel locking casters</li> </ul>	<b>\$13,650.00</b>
<b>Return Bin Induction Module</b> <ul style="list-style-type: none"> <li>Tilting Device</li> <li>Staff Pendant &amp; Safety Enclosure</li> <li>Silent Air Compressor</li> </ul>	<b>\$3,500.00</b>
<b>Induction Bins (29" w x 30" d x 34" t)</b>	<b>\$4,000.00</b>
<b>Installation</b>	<b>\$12,530.00</b>
<b>Training</b>	<b>\$1,500.00</b>
<b>Shipping/Handling/Insurance</b>	<b>\$8,500.00</b>
<b>TOTAL</b>	<b>\$192,225.00</b>

**Annual Service Agreement: 5-year term**

\* Term starts after the 1-yr warranty period ends

DESCRIPTION	ANNUAL COST
<b>Full-Service Annual Maintenance Agreement</b> <ul style="list-style-type: none"> <li>(2) PM visits &amp; 24/7 Maintenance</li> <li>Software Support &amp; Upgrades</li> <li>Spare Parts Package</li> </ul>	<b>\$16,000.00</b>

## 6.0 Work Plan & Project Schedule

### Overall AMH Project Timeline

TASK	COMMENTS	WEEK TIMELINE
<b>Negotiate Project Scope of Work</b>	Determine with staff the size, layout, placement & cost of AMH system to be installed.	RFP/Pre-Scheduling
<b>Contract Signing</b>	Project is not initiated until agreement signed and deposit has been received. These 2 acts release the project for prep & material orders.	<b>Week 1</b>
<b>Internal Project Meeting</b>	Verify material orders for each supplier. Coordinate internal responsibilities for project team. Establish team leader for primary communication with library.	<b>Week 2</b>
<b>Project Introduction</b>	Project leader calls library contact to introduce team and determine date for 'Library Coordination Meeting.' Can be arranged via conference call or webinar.	<b>Week 2</b>
<b>Library Coordination Meeting (LCM)</b>	Outline expectations with Library to include: <ul style="list-style-type: none"> <li>• Electrical requirements</li> <li>• Ethernet placement</li> <li>• Determine install hours</li> <li>• Facility remodeling (if necessary)</li> <li>• Existing equip. or desks moved</li> <li>• Delivery and install start date</li> <li>• Review system layout drawing</li> </ul>	<b>Week 3</b>
<b>Order System Components</b>	Bill of Materials verified based on LCM discussion with library. PO's sent to all vendors for manufacturing of product. Delivery date confirmed by supplier as acceptable.	<b>Week 3</b>
<b>System Build</b>	Constant communications as well as updates are received with suppliers during this period as to progress. Internally we are constructing all bins induction modules and add-on components that will be personally delivered by project team.	<b>Weeks 4 - 8</b>
<b>Library Prep Work</b>	Library to complete a set of tasks prior to install <ul style="list-style-type: none"> <li>• Electrical Installation (208 VAC, 3-phase, 30 Amps)</li> <li>• Ethernet connection Install – (2) RJ45's</li> <li>• Complete sort configuration table</li> <li>• Send material with tags to test</li> <li>• Arrange SIP license for AMH system</li> </ul>	<b>Weeks 5 – 8</b>
<b>Verify Component Readiness &amp; Spec's for Shipping</b>	All suppliers are called to verify component completeness and their understanding of delivery date/time. Video and test data is reviewed with suppliers for correct system specification. Freight carrier information is recorded. In-house testing is performed on all components assembled by RFID LS technicians. Product crated for shipping	<b>Week 9</b>
<b>System Delivery</b>	Project team on-site day before all system components are to arrive to perform last minute facility prep work. Any product hand delivered is unpacked and readied for install. Individual supplier components are pre-arranged to arrive at staggered times, typically in AM, PM & successive days.	<b>Week 10</b>
<b>System Install</b>	Installation follows a very coordinated sequence. It begins with assembly and positioning of the initial conveyors. From there, erection flows forward to the ARB sortation conveyor. Next are motors, all sensors, transitions, chutes & induction parts. System control panels are positioned along with all electrical conduit, junction boxes and connections. Install wraps up with induction module set-up, sorter bin positioning and AMH CPU preparation.	<b>Weeks 11 &amp; 12</b>
<b>System Testing</b>	Project engineer & install technician systematically test each electrical connection, sorter actuator, sensor, motor, induction mechanism, RFID readers, antenna pads, sort tables, etc. for correct setting. This is a several-day process that includes staff involvement towards the end of testing to ensure library satisfaction.	<b>Week 12</b>
<b>System Training</b>	Training is performed by certified technician to cover user interface, vital equipment and essential system functions. Custom user manual reviewed for staff understanding. Administrative passwords established at this time. Training coordinated with library in small groups to facilitate interactive, hands-on learning.	<b>Week 12</b>
<b>System Hand-off</b>	Verification that the system is performing as expected and to specification. Typically involves 1-2 days of clean operation – sorting to correct bins, accurate check-in, precise SIP connection, smooth induction of bins, seamless conveyor transition of material and staff comfort with user interface. At this point, sign-off on project takes place. Two-week on-site follow-up visit arranged.	<b>Week 13</b>

### On-site Installation Timeline

Description	Week 11							Week 12						
	S	M	T	W	TH	F	S	S	M	T	W	TH	F	S
1.1 Arrival & Initial Site Survey														
1.2 Receive Shipments at Site & Unpack														
1.3 Build Final Comp'ts from Sub-assemblies														
1.4 Set-up Conveyors in Circulation Workroom														
1.5 Set-up Sort Conveyor														
1.6 Power/Control Connect to Hardware														
1.7 Staff Station & AMH software Configuration														
1.8 Hardware Testing & AMH Configuration														
1.9 Staff Training														
1.10 System Hand-off														

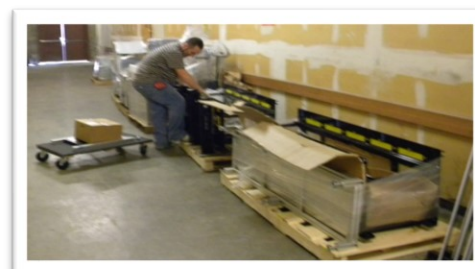
### On-site Installation Detail

#### 1.1 Arrival & Initial Site Survey: *Pre-install*

- Three-man team travels to and arrives a day before installation to prep for project.
  - All deliveries are pre-arranged to coordinate with implementation schedule.
    - The sort conveyor is shipped by freight carrier on pallets to library site, while the rest is driven by technicians to Sheyboygan, WI.
  - Overnight accommodations are checked into, and any last-minute supplies are gathered. Install plan reviewed one last time.
  - Pre-build walk through
    - Meet staff & confirm agreeable work hours
    - Compare drawings to physical site
      - Verify book drop heights & Check wall lengths to conveyor position
      - Clear worksite – particularly anything remaining around conveyors
      - Prep for assembly areas and temporary storage (if needed)
      - Rent any special equipment to complete installation phase

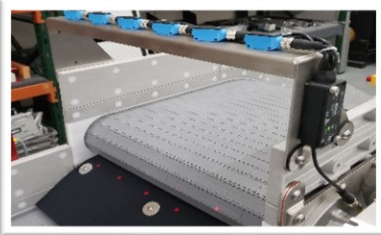
#### 1.2 Receive Shipments at Site & Unpack: *Day 1 & 2*

- Tracking numbers monitored for delivery.
- Project plan is flexible enough to handle unforeseen delays. There is always sufficient assembly work to be done, particularly early in the assignment.
- Actual time depends on system size, but never more than two days. In most cases, tasks 1.2 & 1.3 blend days as large equipment deliveries are staggered to allow time for set-up and positioning in the workspace.
- Primary tasks include...
  - Unload trailer & organize boxes on site.
  - Accept and inspect shipments as they arrive
  - Uncrate large conveyors, connect leg supports & locate in position
  - Unpack parts and arrange by assembly station
  - Prepare site & ready tools

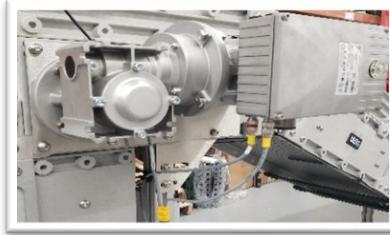


### 1.3 Build Final Components from Sub-assemblies: Day 2 & 3

- Since only a few select items are fully assembled for shipping, a majority of the equipment must be put together on-site. Therefore, one day is dedicated to building larger assemblies from sub-assemblies.
- Assemblies constructed are such things as...
  - Conveyor Sensor Brackets
  - Motor Packages for Conveyor Lines
  - Conveyor Transitions



Sensor Bracket



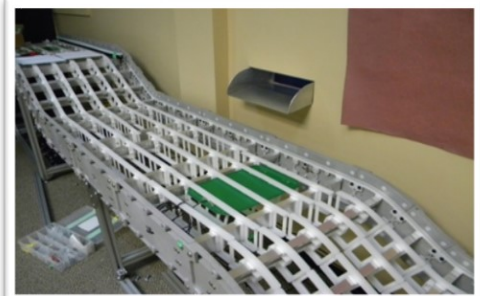
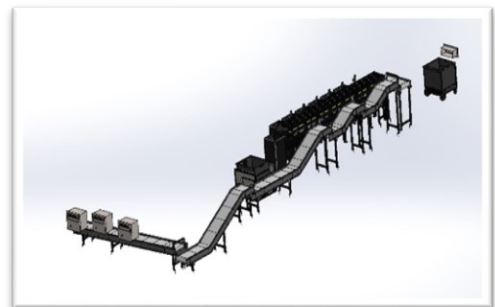
Motor Package



Larger Assemblies

### 1.4 Set-up Conveyors in Circulation Workroom: Day 3

- Seven conveyor sections to be assembled & positioned in this workroom. *(Pictured to the right)*
  - Starting at the external returns. Conveyor number one is called an in-feed conveyor. It is long with flat belting and tall retaining walls. Sensors installed at the return will immediately activate the belting when items are deposited.
  - A second conveyor turns along the wall. It serves as another in-feed line where staff can input material for check-in and sorting.
  - Conveyor's three, four, & five are similar in design. Each is shorter in length, has an incline and belting with a pattern of flanges to pull material away. The series of conveyors is where material is separated and spaced.
  - The sixth is short conveyor. It contains the final antenna in which the items sort destination is determined.
- The initial three conveyors will contain at least four RFID antenna pads. A couple are inserted inside the conveyors at the book drops to instantly check-in material, while others are located in later conveyors to re-activate the security bit on tags.
- Conveyor support legs are anchored to the floor.
- Sensor brackets, motors and transitions are all mounted and checked for level.
- Side retaining walls connected to ensure material stays on belting.



### 1.5 Set-up Sort Conveyor: Day 4

- By far the heaviest piece of equipment is the sorter. It consists of a front-end module (33" long), one drive-end module (33" long) and repeated mid-sections (24" long).
- For the Mead System, one beginning, one drive and five middle modules are required for this sort conveyor.
- Legs are attached one section at a time, each section is carefully moved into place and fastened to the previous section.
- In its correct floor location, sort-zone sensor brackets and chutes are attached.
- The special ARB belting is put on making sure to have the activator balls roll in the correct orientation.
- The I/O blocks are installed and wired below the conveyor.
- AMH sort bins are unpacked and set-up bungee springs.



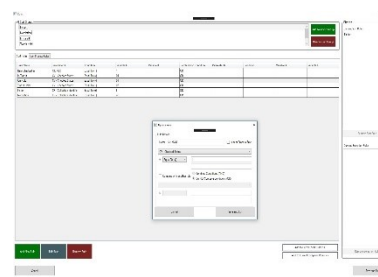
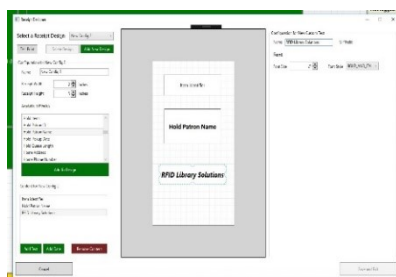
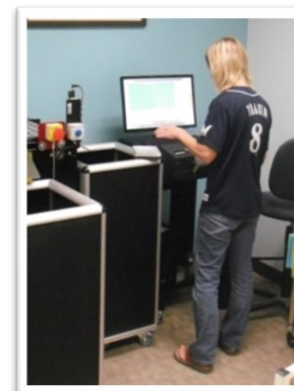
### 1.6 Power/Control Connection to Hardware: Day 5

- An extremely critical step in the system installation is the placement, set-up, and connection of power to the control panels.
  - Enclosure Panel
- System power requirements and required install point in the sort room are provided on the spec drawing.
- RFID LS will hire General Contractor's electrician to make the connection from the wall wiring into the back of the Power Supply panel. General Contractor is responsible for pulling the wire to & installing junction boxes per the location shown on the spec drawing.



### 1.7 Staff Station and AMH Software Configuration: Day 6

- AMH staff station cart assembled
- CPU, monitor, receipt printer and accessories organized and set-up on cart
- Options presented for AMH staff station placement. Default location is next to 'Exceptions Bin' for processing items that must be personally handled by staff.
- AMH software installed on CPU
- SIP connection established, configured & tested
- Communication with PLC confirmed and tested
- AMH interface designed to look like system layout
- Sort zones rules entered, organized & enabled
- Receipt printer configured to produce 'Holds' and 'Transit' receipts that look like existing receipts.



### 1.8 Hardware Testing and Settings Adjustment: Day 6 & 7

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- After all electrical/communication connections are made and the AMH software program installed, testing of all moving parts can begin.
- Hardware testing involves:
  - Starting and stopping conveyor motors (*all*)
  - Observe smooth belt running (*all*)
  - Test and adjust the end-of-conveyor sensor recognition (*all*)
  - Confirm SIP/ILS communication verifying material check-in
  - Move up and down sort zone actuators
  - Test and adjust the sort sensor recognition
  - Examine AMH sort bins – smooth moving floor, correct spring bands, front door, etc.
  - Control panels properly labeled and secure
- When all moving parts are functioning properly, the speed or rate settings of conveyors can be fine-tuned to match incoming return levels.

### 1.9 Staff Training: Day 8, 9 & 10

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- All staff training takes place on-site for a more hands-on personal experience. RFID Library Solutions requests that, before the training, the library appoints 1-2 main operators, in addition to 1 or 2 maintenance personnel for the new AMH system. These primary operators will be trained by the assigned service technician in several areas. They include system software, basic system functionality, safety, usage guidelines, and support procedures. Experience has taught us to keep initial system training from 2 to 4 key library personnel. The smaller group provides enough individual attention and hands-on experience to properly train staff to assume responsibility for the systems daily operation.
- Both an electronic & bound paper copy of the AMH manual are presented to staff. Topics include:
  - Support contact information & service progression table
  - Common terms, system module descriptions and usage features
  - Getting started topics and using the system steps outlined
  - Configuring the system settings
  - Staff/Library maintenance expectations
- Staff Maintenance Responsibilities  
It is up to the library staff to keep the system cleaned to help prevent dust and debris from interfering with the system. The primary maintenance person trained should:
  - ✓ Clean Conveyor Belts, Transitions & Sensors
  - ✓ Clean Sort Sensors, Chutes & Bins
  - ✓ Clean Motor Brushes
  - ✓ Clean the AMH PC fans and RFID Readers
- A service technician will return in 2 -3 weeks to thoroughly inspect all components for normal operation, answer all questions tracked by staff during the break-in weeks, and conduct additional training as requested.

### 1.10 System Sign-off and Handover to Library Staff: *System Hand-off*

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- At a point when the system has consistently achieved agreed upon standards or goals, day-to-day control of the system is handed over to library staff. System standards include...
  - Attain a minimum check-in accuracy percentage – 95% minimum
  - Achieve a minimum sort accuracy percentage – 95% minimum
  - Maintain operational up-time for one month – less than 36 hrs. of unscheduled downtime
- Signing-off on the final payment invoice signifies the official day that the one-year system warranty begins for the library
- At the option of the library, an annual service and maintenance contract may be entered into with RFID Library Solutions to continue full-service support on all system hardware and software. This agreement is not available until the one-year warranty ends.

## 7.0 TRAINING & DOCUMENTATION

All training for staff will take place on-site after installation and system testing is completed by RFID LS technicians. Although instructional training will last approximately two to three days for staff, our presence will last several more days on-site after the system is up and running. A primary objective of ours is to never leave a library site until staff is completely comfortable with software navigation, system operation and alarm recovery. Some of the tools left with staff include a complete manual (electronic & hard copy), a quick reference troubleshooting guide and a tip sheet on maximizing system functionality.

Training will be made available to all staff personnel MPL requests. There is no maximum number. However, we do recommend keeping training sessions for daily users limited to smaller groups of 5 - 6 people. In this manner, a more tailored session may be arranged. Experience has taught us that staff will feel more comfortable asking questions in these smaller groups. There is also more time for everyone in the session to get hands-on experience pushing buttons or navigating around the CPU interface. Prior to training, we suggest the library appoint 3-4 primary day-to-day operators, 1-2 system administrators, and 1-2 general maintenance personnel. Some positions can even overlap. Although all the same topics will be covered, each user type will have greater focus in certain areas. A list of core topics is below.

### 1. General Information

- System Overview
- Safety
- General Maintenance

### 2. Getting Started

- Logging On & Exiting System
- System Menu & Short Cuts
- User ID's & Passwords
- Backing up Software Config. File

### 3. Using the System

- Starting Automatic Mode
- Sort Groups
- Basic System Controls
- System Statistics
- Troubleshooting Instructions
- ILS Communication & SIP Messaging

### 4. Points of Contact & Help Desk

- Steps & Structure of Service Call

The individuals responsible for providing training will include a couple key RFID LS representatives. Eric Kohorst will work with administrative users on vital set-up details like SIP messaging configuration with Innovative; sort rule creation and their organization into sort zones; receipt printer formatting; and generating reporting parameters for system statistics. Neil Bruchu on the other hand, will work with the remaining staff personnel providing instruction on general upkeep as well as basic functioning of system hardware.

Although additional training is available online through remote access apps ([Logmein.com/Showmypc.com](http://Logmein.com/Showmypc.com)), it would be more beneficial to coordinate training for new operators at the time of a preventative maintenance visit. Additional training at these visits would be performed at no additional charge by the RFID LS tech while on-site. If training is requested by the library outside of an annual service/maintenance agreement, fees would be invoiced for the time and expenses to fulfill the libraries' additional training requirements. Finally, in the event of a new software release or upgrade in which major changes are made, on-site training would be made available to the library at a scheduled time at no charge.



## 8.0 GUARANTEES & WARRANTIES

RFID Library Solutions, Inc. (Manufacturer) warrants that Library's Automated Material Handling or RFID system will be free of defects in materials and workmanship under normal library use for one year from the date of purchase. Manufacturer will, at its option, repair or replace the Product without charge for the year term. Manufacturer also agrees to respond to initial service call within (24 hour) time period, identify issues, create technician response plan and respond in an agreed upon timeline with Library. If a replacement part or component is necessary to service this warranty, the replacement part or component may be new or recondition. Upon completion of the one-year limited warranty period, an AMH or RFID service plan may be contracted with Manufacturer. Service contracts are unique to each library, the system implemented, and the level of service desired.

This warranty applies to Products operated in the United States and Canada. This warranty gives you specific legal rights, and you may also have other rights that vary from state to state or province to province.

THIS WARRANTY DOES NOT COVER CONSEQUENTIAL OR INCIDENTAL DAMAGES SUCH AS PROPERTY DAMAGE AND DOES NOT COVER INCIDENTAL COSTS AND EXPENSES RESULTING FROM ANY BREACH OF THE WARRANTY, EVEN IF FORESEEABLE. Some states do not allow the exclusion or limitations of incidental or consequential damages, so the above limitation or exclusion may not apply to you depending on the state of your purchase.

Nor does this warranty cover damages caused by services performed by anyone other than Manufacturer or its authorized service providers, use of parts other than genuine Manufacturer parts, or external causes such as abuse, misuse, inappropriate power supply, or acts of God.

THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ANY OTHER EXPRESS WARRANTY, WHETHER WRITTEN OR ORAL. IN ADDITION, MANUFACTURER HEREBY SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE PRODUCT, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. Some states do not allow disclaimers of such implied warranties or limitations on how long an implied warranty lasts, so the above limitation may not apply to you depending on the state of purchase.

### TERMS & CONDITIONS

#### WHAT WE WILL DO:

**Hardware:** In consideration of payment of the agreement price, RFIDLS will furnish the labor & expertise to maintain the Equipment specified in the agreement in proper operating condition during the term of this agreement, provided that the Equipment is installed by and authorized RFIDLS service provider and used as directed. This Service Agreement covers Equipment failure during normal usage, RFIDLS agrees to provide:

- On-site remedial maintenance during On-Site coverage hours when RFIDLS is notified that the equipment is not in good working order. RFIDLS will provide a toll-free telephone number for Customer to place, and RFIDLS will receive, Equipment maintenance service calls twenty-four (24) hours/day, seven (7) days/week.

- All labor and equipment modifications RFIDLS deems necessary to maintain the Equipment in good working order. All service parts will be furnished on an exchange basis and will be new parts or parts of equal quality. For certain Equipment, RFIDLS reserves the right to replace the entire unit with new equipment or equipment of equal quality when RFIDLS determines is more economical than on-site repair. All equipment removed for replacement becomes the property of RFIDLS.

**Software:** In consideration of payment of the agreement price, RFIDLS will furnish over-the-phone software support and remote troubleshooting of the RFIDLS Software specified in this agreement as well as updates necessary to maintain the RFIDLS Software specified in the agreement in proper working condition during the term of this agreement, provided that the RFIDLS Software is installed and used as directed. RFIDLS agrees to provide:

- All software configuration modifications RFIDLS deems necessary to maintain the RFIDLS Software in good working order
- RFIDLS Software updates
- A toll-free telephone number for Customers to place, and RFIDLS to receive, software support calls. Over-the-phone software call may be placed twenty-four (24) hours/day, seven (7) days/week. Calls will be addressed during Software Support Coverage Hours in the order they were received.

#### WHAT IS NOT COVERED:

The basic maintenance fee does not include, and RFIDLS is not obligated to provide repair of damage or increase in service by:

- i. Failure of customer to provide continually a proper operating environment and supply of power as prescribed by the Equipment manufacturer
- ii. Accident
- iii. Acts of God, including but not limited to fire, flood, water, wind and lightning
- iv. Neglect, abuse or misuse
- v. Failure of Customer to follow RFIDLS's published operating instruction
- vi. Modification, service or repair of the Equipment by other than RFIDLS authorized personnel
- vii. Use of Equipment for purposes other than for which designed
- viii. Painting or refinishing the equipment
- ix. Relocation of the equipment
- x. Replacement of broken or damaged cabinetry; to include items such as lattices, base covers, etc
- xi. Electrical work external to the Equipment
- xii. Cosmetic restorations or after removal or relocation of Equipment for any reason
- xiii. Modification, or repair of the RFIDLS Software by other than RFIDLS authorized personnel
- xiv. Use of the RFIDLS Software for purposes other than for which designed
- xv. Virus/hacker activity
- xvi. Non-RFIDLS Software related updates and upgrades including, but not limited to, Operation System, Anti-Virus, Intrusion Detection
- xvii. Labor on material associated with consumables such as receipt printer, patron counter batteries, and similar items.

#### RENEWAL:

This agreement is NOT automatically renewable. If a renewal agreement is offered by RFIDLS, the agreement price quoted will reflect the age of the product and the service costs at the time of renewal.

#### ENTIRE AGREEMENT:

This instrument sets forth the entire agreement between the parties, and not representation, promise or condition not contained herein shall modify these terms whether made prior to or subsequent to the execution of this agreement.

9.0 AMH SERVICE AGREEMENT (Sample)

This Annual Service Agreement is a legal contract between the Anytown Public Library (Library) and RFID Library Solutions, Inc. (RFIDLS), which governs the terms and conditions under which RFIDLS will perform Automated Material Handling (AMH) system maintenance.

This Agreement is for the existing AMH system located at 123 Main Street, Anytown, USA, 54321 – Readers Branch, Anytown Public Library. RFIDLS agrees to service the existing AMH system and sort bins owned by the Library. The Library agrees to provide access to the system when required and as needed to return it to operation. The service agreement is for one year; starting on January 1st, 2024 and expires on December 31st, 2024. The price of this agreement is \$XX,XXX.00 (US dollars), invoiced on the date of signing, due net 30 payment terms.

The service on the AMH system includes all the time, labor, and technical knowledge necessary to return the system to its normal functioning state, or repair/replace worn or improperly functioning equipment. Service is to be available in an emergency as well as a routinely scheduled event. Service includes software upgrades and technical support to achieve the system’s mutually acceptable working condition and interface configuration. The Annual Services Agreement does not include the cost of replacement parts. All replacement parts are invoiced to the Library as purchased. RFIDLS may only purchase parts after approval has been gained from the Library.

The agreement provides for (2) Preventative Maintenance (PM) visits to be scheduled in advance with the Library. The PM visit has the following requirements:

- The on-site visits will be conducted by a certified RFIDLS Technician familiar with Anytown Branch AMH system.
• The trained technician will thoroughly inspect all equipment and keep a log of concerns or areas that need attention. Repairs or wear patterns are discussed with staff and the service log updated with regard to follow-up steps. If both parties agree, plans can be made for ordering parts as well as a timeline for repair/replacement of part(s). Once completed, a final report will be generated indicating the system’s condition and/or repairs made.
• Preventative Maintenance visits will be coordinated and scheduled at the Library’s convenience.

Emergency support will be available by calling our toll-free

telephone number, (877) 924-7434, and selecting Option 1 for direct connection with a service technician. The Library will also have access to the technician’s mobile phone line as backup should immediate assistance be required. RFIDLS will provide phone support 7 days a week and 24 hours a day. Voice messages will receive a two-hour response time. On-site local service is guaranteed within 24 hrs. Library staff may contact their technician via e-mail: neil@rfidls.com at any time for general service questions or to schedule routine maintenance. Remote assistance is available and recommended, but only established with the library’s request as well as permission.

RFID Library Solutions

Anytown Public Library

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Print Name Eric Kohorst \_\_\_\_\_

Print Name \_\_\_\_\_

Date October 24th, 2024 \_\_\_\_\_

Date \_\_\_\_\_

## 10.0 RETURN BIN INDUCTION MODULE

### AUTOMATED MATERIAL HANDLING

#### RETURN BIN INDUCTION



#### CAPABILITIES

- Multiple item induction
- Repetitive chore eliminated
- RFID check-in
- Labor shift to customer service

#### LOCATIONS WITH MODULE

- Appleton Pub. Lib. - WI
- Hamilton East Pub. Lib. - IN
- Manitowoc Pub. Lib. - WI
- Pueblo City/Cty Lib. Dist - CO
- Ottawa Pub. Lib. - Ontario, Canada
- Pikes Peak Lib. Dist. - CO
- Ames Pub. Lib. - IA

#### POWER SPECIFICATIONS

- ½ Hp, 6 gal SilentAir™ compressor used to raise bin floor
- 110VAC, power supplied by system
- Proximity sensors control module movements
- Push button controls

#### MODULE DIMENSIONS

##### SAFETY CAGE

- 48" H x 36" W x 30" D

##### STANDARD RETURN BIN

- 34" H x 29" W x 29" D

##### CUSTOM RETURN BINS

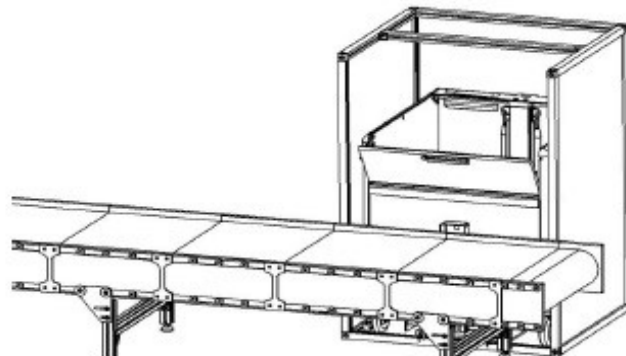
- Book return dimension required for manufacturing
- Photos helpful

Return Bin Induction offers libraries an economical and unique option to automatically process patron returns from external drop boxes or remote book drops. Specialized bins capable of collecting hundreds of items are emptied onto in-feed conveyors for immediate check-in, separation, singulation and sorting. The optional module dramatically reduces the labor required and time needed to circulate thousands of items per day. Ask staff which they would rather do...

*"Manually induct one item at a time, or hundreds with the push of a button?"*

#### MODULE Includes:

- ♦ Safety Cage & Tilting Device
- ♦ Push-button control pendant w/ E-stop
- ♦ SilentAir™ compressor - low pressure, NO noise
- ♦ Adjustable induction rate & timing
- ♦ Return/Induction bins sold separately
- ♦ Bin sizes customizable to return location
- ♦ Module can be added at a future date



All RFID Library Solution AMH systems are UL – Certified and custom designed to meet the unique circulation conditions at each library facility.



RFID Library Solutions

11030 89<sup>th</sup> Ave N  
Maple Grove, MN 55369  
[www.rfids.com](http://www.rfids.com)  
(877) 924-7434

**FORM A: Signature & Non-Collusion Affidavit**

Form A: Signature and Non-Collusion Affidavit

RFP: Purchase and Installation of Mead Library AMH System

*This form must be returned with your response.*

In signing Proposals, we certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise take any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit Proposals, that Proposals have been independently arrived at, without collusion with any other Proposers, competitor or potential competitor; that Proposals have not been knowingly disclosed prior to the opening of Proposals to any other Proposers or competitor; that the above statement is accurate under penalty of perjury.

The undersigned, submitting this Proposals, hereby agrees with all the terms, conditions, and specifications required by the county in this Request for Proposals, declares that the attached Proposals and pricing are in conformity therewith, and attests to the truthfulness of all submissions in response to this solicitation.

Proposers shall provide the information requested below. Include the legal name of the Proposers and signature of the person(s) legally authorized to bind the Proposers to a contract.

RFID Library Solutions, Inc.

COMPANY NAME



SIGNATURE

10-24-2024

DATE

ERIC KOHORST

PRINT NAME OF PERSON SIGNING

President

**FORM B: Receipt of Forms & Submittal Checklist**


Form B: Receipt of Forms and Submittal Checklist RFP:  
Purchase and Install of Mead Library AMH System

*This form must be returned with your response.*

Proposers hereby acknowledge the receipt and/or submittal of the following forms:

Forms	Initial to Acknowledge RECEIPT
Form A: Signature Affidavit	YES
Form B: Receipt of Forms and Submittal Checklist	YES
Form C: Vendor Profile	YES
Form D: Cost Proposal	YES
Form E. References	YES
Appendix A: Standard Terms and Conditions	YES
Appendix B: First Floor Blueprint (Partial)	YES
Appendix C: Rough Layout	YES

RFID Library Solutions, Inc.  
\_\_\_\_\_  
COMPANY NAME

  
\_\_\_\_\_  
SIGNATURE  
ERIC KOHORST - President

**FORM C: Vendor Profile**

<p>Form C: Vendor Profile</p> <p>Purchase and Installation of Mead Library AMH System</p>
---

COMPANY INFORMATION

*This form must be returned with your response.*

COMPANY NAME (Make sure to use your complete, legal company name.) <b>RFID Library Solutions, Inc</b>			
FEIN <b>27-1497967</b>	(If FEIN is not applicable, SSN collected upon award)		
CONTACT NAME (Able to answer questions about proposal.) <b>Eric Kohorst</b>	TITLE <b>President</b>		
TELEPHONE NUMBER <b>763-443-5937</b>	FAX NUMBER		
EMAIL <b>eric@rfid/s.com</b>			
ADDRESS <b>11030 09th Ave. N.</b>	COUNTY <b>Maple Grove</b>	STATE <b>MN</b>	ZIP <b>55369</b>

ORDERS/BILLING CONTACT

Address where County purchase orders/contracts are to be mailed and person the department contacts concerning orders and billing.

CONTACT NAME <b>ERIC KOHORST</b>	TITLE <b>President</b>		
TELEPHONE NUMBER <b>763-443-5937</b>	FAX NUMBER		
EMAIL <b>eric@rfid/s.com</b>			
ADDRESS <b>11030 09th Ave. N.</b>	COUNTY <b>Maple Grove</b>	STATE <b>MN</b>	ZIP <b>55369</b>

**FORM D: Cost Proposal**

<p>Form D: Cost Proposal</p> <p>RFB: Purchase and Install of Mead Library AMH System</p>
--

*This form must be returned with your response.*

We propose to provide and install the Automated Material Handling System including Freight, Labor, Materials and complete installation including staff training at a total cost of:

System Manufacturer Name RFID Library Solutions, Inc.

System Manufacturer Model 7-zone sorter w/ Return Bin Induction

\$ 192,225.00

192 Thousand 2 Hundred 25 Dollars and NO Cents

We Acknowledge Receipt of the following Addenda

#1 DATED \_\_\_\_\_ #2 DATED \_\_\_\_\_ #3 DATED \_\_\_\_\_

Further, we propose to furnish on site maintenance consisting of 2 Visits per year for a period of Five Years following the expiration of the manufacturer's warranty period at an annual cost of \$ 16,000 per year. This cost shall be paid in advance at the time of purchase.

Further, based upon current lead times and production schedules in effect at the time of this writing we would Anticipate commencement of project activities to begin within 12 WEEKS following execution of the contract between the parties and necessary building modifications by others.

RFID Library Solutions, Inc

COMPANY NAME

SIGNATURE Eric Kohorst  
Eric Kohorst  
President

DATE 10-24-2024



**FORM E: References**

Form E: **References**

RFP: Mead Public Library AMH System

*This form must be returned with your response.*

REFERENCE #1 – CLIENT INFORMATION			
COMPANY NAME <b>DOUGLAS COUNTY LIBRARIES</b>		CONTACT NAME <b>DAVE MEYER</b>	
ADDRESS <b>100 S. WILCOX</b>	COUNTY <b>DOUGLAS</b>	STATE <b>CO</b>	ZIP <b>80104</b>
TELEPHONE NUMBER <b>720-212-7853</b>	FAX NUMBER		
EMAIL <b>dmeyer@dclibraries.org</b>			
Manufacturer & Model <b>13-zone sorter - PSM Branch</b>		Delivery date <b>SEPT. 2023</b>	
Notes <b>DCL libraries have five AMH systems ranging in size from 5-15 sort zones. Each uses our induction bins to distribute material between branches</b>			

REFERENCE #2 – CLIENT INFORMATION			
COMPANY NAME <b>KENOSHA PUB. LIB.</b>		CONTACT NAME <b>ROB NUNEZ</b>	
ADDRESS <b>7979 38th AVE</b>	COUNTY <b>KENOSHA</b>	STATE <b>WI</b>	ZIP <b>53140</b>
TELEPHONE NUMBER <b>262-564-6327</b>	FAX NUMBER		
EMAIL <b>rnunez@mykpl.info</b>			
Manufacturer & Model <b>9-zone sorter</b>		Delivery Date <b>MAY 2017</b>	
Notes <b>KPL has installed two AMH systems. A 5-zone sorter at Northside &amp; a 9-zone sorter at SW. Both were completed in 2017 &amp; can speak to service over 7 years</b>			

REFERENCE #3 – CLIENT INFORMATION			
COMPANY NAME <b>JEFFERSON COUNTY PUB. LIB.</b>		CONTACT NAME <b>CHERYL MURPHY</b>	
ADDRESS	COUNTY <b>JEFFERSON</b>	STATE <b>CO</b>	ZIP
TELEPHONE NUMBER <b>303-403-5292</b>	FAX NUMBER		
EMAIL <b>Cheryl.Murphy@JeffcoLibrary.org</b>			
Manufacturer & Model <b>10-zone sorter - Arvada Branch</b>		Delivery Date <b>Feb. 2023</b>	
Notes <b>JCPL libraries have eight AMH systems within their district. First one installed in 2019 and wrapped up in 2023. Size ranges from 7-zones to 11-zones.</b>			

**CONTRACTOR'S INSURANCE WITH BOND AND PROPERTY INSURANCE  
REQUIREMENTS**

The Contractor shall not commence work until proof of insurance required has been provided in writing to the applicable department before the contract or purchase order is considered for approval by the City of Sheboygan

It is hereby agreed and understood that the insurance required by the City of Sheboygan is primary and non-contributing coverage and that any insurance or self- insurance maintained by the City of Sheboygan, its officers, council members, agents, employees or authorized volunteers will not contribute to coverage of any loss. All insurance shall be in full force prior to commencing work and remain in force until the entire job is completed and the length of time that is specified, if any, in the contract or listed below whichever is longer.

**1. COMMERCIAL GENERAL LIABILITY COVERAGE**

A. Commercial General Liability coverage at least as broad as Insurance Services Office Commercial General Liability Form CG 00 01, including coverage for Products Liability, Completed Operations, Contractual Liability, and Explosion, Collapse, Underground coverage with the following minimum limits and coverage:

- |    |  |             |
|----|--|-------------|
| 1. | Each Occurrence limit  | \$1,000,000 |
| 2. | Personal and Advertising Injury limit  | \$1,000,000 |
| 3. | General aggregate limit (other than Products–Completed Operations) <b>per project</b>  | \$2,000,000 |
| 4. | Products–Completed Operations aggregate  | \$2,000,000 |
| 5. | Fire Damage limit — any one fire   | \$50,000    |
| 6. | Medical Expense limit — any one person   | \$5,000     |
| 7. | Watercraft Liability, (Protection & Indemnity coverage) <b>“if”</b> the project work includes the use of, or operation of any watercraft, then Watercraft Liability insurance must be in force with a limit of \$1,000,000 per occurrence for Bodily Injury and Property Damage. |             |
| 8. | Products – Completed Operations coverage must be carried for a minimum of three years after acceptance of completed work.  |             |

**2. BUSINESS AUTOMOBILE COVERAGE**

A. Automobile Liability coverage at least as broad as Insurance Services Office Business Automobile Form, with minimum limits of \$1,000,000 combined single limit per accident for Bodily Injury and Property Damage, provided on a Symbol #1– “Any Auto” basis.

**3. WORKERS COMPENSATION AND EMPLOYERS LIABILITY**-as required by Wisconsin State Statute or any Workers Compensation Statutes of a different state. Also, if applicable to the work coverage must include Maritime (Jones Act) or Longshore & Harbor Worker’s Compensation Act coverage.

- A. Must carry coverage for Statutory Workers Compensation and an Employers Liability with limits of:
- (1) \$100,000 Each Accident
  - (2) \$500,000 Disease Policy Limit
  - (3) \$100,000 Disease – Each Employee
- B. Employer’s Liability limits must be sufficient to meet umbrella liability insurance Requirements

4. **UMBRELLA LIABILITY** providing coverage at least as broad as all the underlying liability policies with a minimum limit of \$2,000,000 each occurrence and \$2,000,000 aggregate, and a maximum self-insured retention of \$25,000. The umbrella must be primary and non-contributory to any insurance or self-insurance carried by City of Sheboygan  
Products – Completed Operations coverage must be carried for a minimum of three years after acceptance of completed work.
5. **AIRCRAFT LIABILITY**, if the project work includes the use of, or operation of any aircraft or helicopter, then Aircraft Liability insurance must be in force with a limit of \$5,000,000 per occurrence for Bodily Injury and Property Damage including Passenger liability and including liability for any slung cargo.
6. **UNMANNED AIRCRAFT LIABILITY** – if the project work includes the use of, or operation of any unmanned aircraft then unmanned aircraft liability insurance must be carried with a limit of \$1,000,000 per occurrence for bodily injury liability, property damage liability and invasion of privacy liability.
7. **PROPERTY INSURANCE COVERAGE (BUILDERS RISK INSURANCE)** to be provided by the contractor, if the exposure exists.
  - A. The “property” insurance amount must be at least equal to the total value of the structure(s), plus or minus any change orders. It must also include value of Engineering or Architect fees, claims preparation costs, and owner furnished equipment.
  - B. Covered property must include property on the project work sites, property in transit, property stored off the project work sites, and any equipment furnished by City of Sheboygan.
  - C. Coverage must be on a **Replacement Cost basis**, with no co-insurance penalties.
  - D. The City of Sheboygan, Consultants, architects, architect consultants, engineers, engineer consultants, contractors, and subcontractors must be added as named insureds to the policy.
  - E. Coverage must be written on a “special form” or “all risk” perils basis. Coverage to include collapse.
  - F. Coverage must include coverage for Water Damage (including but not limited to flood, surface water, hydrostatic pressure) and Earth movement.
  - G. Coverage must be included for Testing and Start up.
  - H. If the exposure exists, coverage must include Boiler & Machinery including mechanical or electrical breakdown coverage.
  - I. Coverage must include Building Ordinance or Law coverage with a limit of at least 5% of the contract amount.
  - J. The policy must cover/allow Partial Utilization by owner.
  - K. Coverage must include a “waiver of subrogation” against any named insureds or additional insureds.
  - L. Contractor will be responsible for all deductibles and coinsurance penalties.
8. **INSTALLATION FLOATER / CONTRACTOR’S EQUIPMENT** - The contractor is responsible for loss and coverage for these exposures. City of Sheboygan will not assume responsibility for loss, including loss of use, for damage to property, materials, tools, equipment, and items of a similar nature which are being either used in the work being performed by the contractor or its subcontractors or are to be built, installed, or erected by

the contractor or its subcontractors. This includes but not limited to property owned, leased, rented, borrowed, or otherwise in the care, custody or control of the contractor or subcontractor of any tier. See additional requirements for subcontractors below.

9. **PROFESSIONAL LIABILITY COVERAGE**-if project includes the use of engineers, architects, or other professionals the below coverage and limits apply.

- A. Limits
  - (1) \$1,000,000 each claim
  - (2) \$1,000,000 annual aggregate
- B. Must comply with claims-made requirements listed below

10. **BOND REQUIREMENTS**

- A. Bid Bond. The contractor will provide to the owner a Bid Bond, which will accompany the bid for the project. The Bid Bond shall be equal to 5 percent of the contract bid.
- B. Payment and Performance Bond. If awarded the contract, the contractor will provide to the owner a Payment and Performance Bond in the amount of the contract price, covering faithful performance of the contract and payment of obligations arising thereunder, as stipulated in bidding requirements, or specifically required in the contract documents on the date of the contract's execution.
- C. Acceptability of Bonding Company. The Bid, Payment and Performance Bonds shall be placed with a bonding company with an *A.M. Best* rating of no less than A- and a Financial Size Category of no less than Class VI.

**INSURANCE REQUIREMENTS FOR ALL SUBCONTRACTOR(S)**

All subcontractors shall be required to obtain the above coverages as applicable. This insurance shall be as broad and with the same limits and coverages (including waivers of subrogation) as those required per Contractor requirements.

**APPLICABLE REQUIREMENTS AND PROVISIONS FOR LIABILITY INSURANCE OF CONTRACTORS / SUBCONTRACTORS / SUB-SUB CONTRACTORS**

- A. Primary and Non-contributory requirement – all insurance must be primary and non-contributory to any insurance or self-insurance carried by City of Sheboygan
- B. Acceptability of Insurers - Insurance is to be placed with insurers who have an *A.M. Best* rating of no less than A- and a Financial Size Category of no less than Class VII, and who are authorized as an admitted insurance company in the state of Wisconsin.
- C. Additional Insured Requirements – The following must be named as additional insureds on all Liability Policies for liability arising out of project work City Of Sheboygan, and its officers, council members, agents, employees and authorized volunteers. On the Commercial General Liability Policy, the additional insured coverage must be as broad as ISO form CG 20 10 07 04 and also include Products – Completed Operations additional insured coverage as broad as ISO form CG 20 37 07 04 or their equivalents for a minimum of 3 years after acceptance of work. This does not apply to Workers Compensation or Professional Liability Policies.
- D. Waivers of Subrogation - All contractor and subcontractor liability, workers compensation, and property policies, as required herein, must be endorsed with a waiver of subrogation in favor of the City of Sheboygan, its officers, council members, agents, employees, and authorized volunteers.
- E. Deductibles and Self-Insured Retentions - Any deductible or self-insured retention in the contractor's policy must be declared to the City of Sheboygan and satisfied by the contractor.
- F. Evidences of Insurance - Prior to execution of the agreement, the Contractor shall file with the City of Sheboygan a certificate of insurance (Acord Form or equivalent for all coverages) signed by the insurer's representative evidencing the coverage required by this agreement. In addition form CG 20 10 07 04 for ongoing work exposure and form CG 20 37 07 04 for products-completed operations exposure

must also be provided or its equivalent on the Commercial General Liability coverage.

- G. Limits and Coverage- The insurance requirements under this Agreement shall be the greater of the minimum limits and coverage specified herein, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits. No representation is made that the minimum insurance requirements stated hereinabove are sufficient to cover the obligations of Contractor under this Agreement.
- H. Claims Made Coverage – If any coverage is maintained on a claims-made basis, the following shall apply:
- I. The retroactive date must be shown, and must be before the date of the contract or the beginning of the contract services.
  - II. Insurance must be maintained and evidence of insurance must be provided for a minimum of three years after completion of the contract services.
  - III. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the contract, Contractor must purchase an extended reporting period for a minimum of three years after completion of the contracted services.
- I. Cancellation/Non-Renewal – No policy of insurance required to be maintained hereunder shall be cancelled, non-renewed, or voided without 30 days prior written notice to City of Sheboygan, except where cancelation is due to the non-payment of premiums, in which event, 10-days prior written notice shall be provided.

**CITY OF SHEBOYGAN  
R. C. 197-24-25**

**BY FINANCE AND PERSONNEL COMMITTEE.**

**JANUARY 6, 2025.**

Your Committee to whom was referred Res. No. 141-24-25 by Alderpersons Mitchell and Perrella amending the 2024 budget for various expenses incurred or planned; recommends adopting the Resolution.

Committee:

_____	_____
_____	_____
_____	_____

**PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL**

\_\_\_\_\_.

Presiding Officer

Attest

\_\_\_\_\_  
Ryan Sorenson, Mayor, City of Sheboygan

\_\_\_\_\_  
Meredith DeBruin, City Clerk, City of Sheboygan

**CITY OF SHEBOYGAN  
RESOLUTION 141-24-25**

**BY ALDERPERSONS MITCHELL AND PERRELLA.**

**DECEMBER 16, 2024.**

A RESOLUTION amending the 2024 budget for various expenses incurred or planned.

RESOLVED: That the Finance Director is authorized to make amendments in the 2024 budget for the following:

Purchase of cleaning equipment for the Police Department utilizing salary savings

INCREASE:

General Fund – Buildings – Building Maintenance & Repair \$26,904  
(Acct. No. 101160-550110)

DECREASE:

General Fund – Police – Full Time Salaries \$26,904  
(Acct. No. 101210-510110)

Uptown Social gymnasium construction and associated costs funded via Friends of Uptown Social donations

INCREASE:

Senior Services Fund – Uptown Social – Building Improvements \$450,000  
(Acct. No. 253530-631200)

Senior Services Fund – Contributions/Donations \$450,000  
(Acct. No. 253-485000)

Adjustment for overages in the vehicle maintenance account of Motor Vehicle Fund to be funded with available budget in the fuel account

INCREASE:

Motor Vehicle Fund – Motor Vehicle – Vehicle Maintenance & Repairs \$75,000  
(Acct. No. 730399-562110)

DECREASE:

Motor Vehicle Fund – Motor Vehicle – Gasoline \$75,000  
(Acct. No. 730399-540230)

Installation of Cleveland Park Splash Pad previously included in the Capital Improvements Plan utilizing Park Impact Fee funds

INCREASE:

Park Impact Fee Fund – Improvements Other than Buildings (Acct. No. 251520-641100)	\$344,000
Park Impact Fee Fund – Fund Equity Applied (Acct. No. 251-493000)	\$344,000

Legal expenses in Human Resources due to union negotiations and personnel investigations

INCREASE:

General Fund – Human Resources – Legal Services (Acct. No. 101144-531200)	\$65,000
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DECREASE:

General Fund – City Administration – Contingency (Acct. No. 101141-810101)	\$65,000
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Update budget to reflect actual amounts spent and under contract in 2024 from Community Development Block Grant funds approved via the Annual Action Plan and reporting

INCREASE:

CDBG Fund – CDBG - Administration (Acct. No. 260660-531500)	\$125,000
CDBG Fund – CDBG - Improvements Other than Buildings (Acct. No. 260660-641100)	\$217,000
CDBG Fund – CDBG - Federal Housing/Economic Grant (Acct. No. 260-432710)	\$179,203

DECREASE:

CDBG Fund – CDBG – Full Time Salaries (Acct. No. 260660-510110)	\$124,887
CDBG Fund – CDBG - FICA (Acct. No. 260660-520310)	\$7,494
CDBG Fund – CDBG - Medicare (Acct. No. 260660-520311)	\$1,753
CDBG Fund – CDBG - WI Retirement Fund (Acct. No. 260660-520320)	\$8,618
CDBG Fund – CDBG - Health Insurance (Acct. No. 260660-520340)	\$19,096
CDBG Fund – CDBG - Dental Insurance (Acct. No. 260660-520350)	\$949



Increase budget for increased tree removal and stump grinding costs utilizing unused funds from 2023 Capital Improvements Plan for the same use

INCREASE:

Capital Improvements Fund – Public Works - Forestry (Acct. No. 400300-641150)	\$60,000
Capital Improvements Fund – Fund Equity Applied (Acct. No. 400-493000)	\$60,000

Demolition and abatement costs associated with Wells Fargo & Sheboygan Inn and legal expenses related to development agreements within TID 21

INCREASE:

TID 21 Fund – Land (Acct. No. 421660-621100)	\$500,000
TID 21 Fund – TID 21 – Contracted Services (Acct. No. 421660-531100)	\$150,000
TID 21 Fund – Debt Proceeds (Acct. No. 421-491000)	\$650,000

Training expenses for the Marina Manager

INCREASE:

Marina Fund – Harbor Center Marina – Employee Development (Acct. No. 231354-536125)	\$2,500
Marina Fund – Harbor Center Marina - Interfund Transfer In (Acct. No. 231-492000)	\$2,500
General Fund – Finance - Interfund Transfer Out (Acct. No. 101150-811100)	\$2,500

DECREASE:

General Fund – Finance – Employee Development (Acct. No. 101150-536125)	\$2,500
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Reallocate budget for office supplies to advertising to cover costs associated with the Uptown Social monthly newsletter

INCREASE:

Senior Services Fund – Uptown Social – Advertising & Marketing (Acct. No. 253530-531400)	\$24,000
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DECREASE:

Senior Services Fund – Uptown Social – Office Supplies (Acct. No. 253530-540100)	\$24,000
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Increase budget for various contracts within TID 18 for lawn maintenance on city-owned sites, TID amendment process and geotechnical investigations

INCREASE:

TID 18 Fund – TID 18 – Contracted Services (Acct. No. 418660-531100)	\$89,000
TID 18 Fund – Fund Equity Applied (Acct. No. 418-493000)	\$89,000

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

\_\_\_\_\_.

Presiding Officer

Attest

\_\_\_\_\_  
Ryan Sorenson, Mayor, City of  
Sheboygan

\_\_\_\_\_  
Meredith DeBruin, City Clerk, City of  
Sheboygan

**CITY OF SHEBOYGAN  
R. C. 198-24-25**

**BY FINANCE AND PERSONNEL COMMITTEE.**

**JANUARY 6, 2025.**

Your Committee to whom was referred Direct Referral Res. No. 143-24-25 by Alderpersons Mitchell and Perrella adopting a Citizen Participation Plan which is required when funds are required from the U. S. Department of Housing and Urban Development, Community Development Block Grant Program; recommends adopting the Resolution.

Committee:

_____	_____
_____	_____
_____	_____

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

\_\_\_\_\_.

Presiding Officer

Attest

\_\_\_\_\_  
Ryan Sorenson, Mayor, City of  
Sheboygan

\_\_\_\_\_  
Meredith DeBruin, City Clerk, City of  
Sheboygan

**CITY OF SHEBOYGAN  
RESOLUTION 143-24-25  
DIRECT REFERRAL TO FINANCE AND PERSONNEL COMMITTEE**

**BY ALDERPERSONS MITCHELL AND PERRELLA.**

**DECEMBER 23, 2024.**

A RESOLUTION adopting a Citizen Participation Plan which is required when funds are required from the U.S. Department of Housing and Urban Development, Community Development Block Grant Program.

WHEREAS, the U.S. Department of Housing and Urban Development requires that recipients of Community Development Block Grant monies have in place a Citizen Participation Plan (CPP); and

WHEREAS, the CPP shall encourage citizen participation (especially by persons of low to moderate income), provide citizens reasonable and timely access to local meetings and information, provide for technical assistance, provide for public hearings, and provide for complaint procedures.

WHEREAS, the City of Sheboygan has prepared and reviewed the CPP.

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan Common Council officially adopts the CPP, a copy of which is attached hereto.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

\_\_\_\_\_

Presiding Officer

Attest

\_\_\_\_\_  
Ryan Sorenson, Mayor, City of Sheboygan

\_\_\_\_\_  
Meredith DeBruin, City Clerk, City of Sheboygan

## City of Sheboygan Community Development Block Grant Program

### Citizen Participation Plan

#### A. Background: Community Development Block Grant {CDBG} Program

The Community Development Block Grant (CDBG) program was established by Congress in 1974 with the passage of the Housing and Community Development Act. The program provides funding for three (3) broad goals:

- 1) Decent housing;
- 2) A suitable living environment; and
- 3) Economic opportunities

These three (3) broad goals are primarily oriented to serve the needs of low and moderate income persons living within the city.

The city receives a regular annual allocation of CDBG funds from the U.S. Department of Housing and Urban Development (HUD). The CDBG funds are managed through the Consolidated Planning process, which identifies housing and community development needs, and identifies strategies to meet those needs. The process encourages citizens to participate in the Consolidated Planning process as outlined below.

#### B. Objectives

The Citizen Participation Plan provides for and encourages citizens to participate in the development of the Consolidated Plan, any substantial amendments to the Consolidated Plan, Annual Action Plans the performance report (CAPER) and the Fair Housing Plan. This Plan is designed to solicit views and recommendations from the community, organizations and other interested parties, encourage participation by low- and moderate-income persons, and to incorporate their views and recommendations in the decision-making process. Actions will be taken to encourage participation of all citizens, including minorities and non-English speaking persons, as well as persons with disabilities.

The City of Sheboygan encourages collaboration with the Sheboygan Housing Authority and the residents of public and assisted housing developments during the process of developing and implementing the Consolidated Plan, along with other low-income residents of targeted revitalization areas in which the developments are located.

#### C. Citizen Participation Plan

The City of Sheboygan has adopted this Citizen Participation Plan in compliance with Section 104 (a)(3) of the Housing and Community Development Act of 1974 as well as 24 CFR 91.105, the federal regulations governing public participation in the Consolidated Planning process.

Copies of the Citizen Participation Plan are available in the City Development Department and on the City website.

#### D. CDBG Policy and Administrative Oversight

The City of Sheboygan's Department of City Development and Finance Department will provide planning and administrative oversight of the CDBG funded activities. Policy oversights include, but are not limited to, the approval of all housing loans, economic development project participation, and other financial assistance.

### **E. Public Hearings**

Two (2) public hearings will be held each Program Year to provide opportunities for public participation at different stages of the CDBG Program Year and planning process.

- 1) The Annual Action Plan - Needs Assessment Public Hearing is held to identify community development needs and programs. The city utilizes the feedback and comments from the public hearing in determining CDBG funding recommendations for the next year.
- 2) The Annual Action Plan - Adoption Public Hearing corresponds with the draft publication of the CDBG Annual Action Plan which outlines the proposed activities for the upcoming Program year. Following the hearing, the city will allow at least 30 days to receive citizen comments before submitting the Annual Action Plan to the U.S. Department of Housing and Urban Development.

Notices of public hearings are published in the local newspaper (Sheboygan Press), on the City of Sheboygan webpage, and various other media outlets.

### **F. Public Comment Periods**

The Consolidated Annual Performance & Evaluation Report (CAPER) summarizes the activities undertaken the previous Program Year. A notice is published in the local newspaper notifying the public of the availability of the draft CAPER and inviting the public to provide comments which will be included in the submission of the final report. The city will allow at least 30 days to receive citizen comments from the date of publication of the Notice.

Notices of public comment periods are published in the local newspaper (Sheboygan Press), on the City of Sheboygan's web page, posted at a public area at City Hall, and various other media outlets.

### **G. Consolidated Plan-Public Hearing/Comment Period**

Citizens are encouraged to participate in the public hearings and comment periods that occur as part of the development and adoption of the Five-Year Consolidated Plan for the CDBG Program. The development of the Consolidated Plan includes identification of long-term housing and community development related strategies. The draft of the Consolidated Plan will be available on the City of Sheboygan web page and in hard copy at the Department of City Development.

The development and adoption of the Five-Year Consolidated Plan will follow the requirements of Section E. Public Hearings (above).

### **H. Accessibility**

All city residents, namely persons of low-and-moderate income, persons with disabilities, persons with limited English-speaking ability and persons of racial minority are encouraged to contribute input regarding CDBG-funded activities. No person shall be excluded from participation in the City of Sheboygan CDBG programs on the grounds of race, color, national origin/ancestry, sex, sexual orientation, disability, gender identity, age, religion, marital status, familial status, lawful sources of income, or domestic abuse, sexual assault and stalking victims.

To encourage equal access in participation for people with disabilities, all CDBG-related hearings and meetings are held at City Hall which is handicapped accessible. With advanced notice, the City will also provide interpreters for speaking and hearing-impaired people.

#### I. Access to Records & Technical Assistance

The Department of City Development shall provide citizens, agencies, and other interested parties with access to information and records related to the city's CDBG Program, including reports, policies, and CDBG funded activities for the last seven (7) years. A printed copy of the current Consolidated Plan, Annual Action Plan and CAPER will be available to the public in the Department of City Development, 828 Center Avenue, 2<sup>nd</sup> Floor, Sheboygan, WI 53081. Electronic versions of both reports will be available on the City's web page.

Staff shall provide technical assistance to organizations that serve low- and moderate-income people in developing their CDBG subrecipient applications. In addition, an organization that receives CDBG funding will receive technical assistance in the implementation and reporting of their activity to ensure compliance with HUD regulations.

All citizens and/or local agency representatives are encouraged to contact staff with questions about both program guidelines inquiries and general community developments in the City.

#### J. Amendments

The City will amend its approved Consolidated Plan whenever it makes one of the following decisions:

- To make a substantial amendment in allocation priorities or a substantial amendment to the method of distributing funds;
- To carry out an activity not previously described in the Action Plan, using funds from any program covered by the Consolidated Plan (including program income); or
- To substantially amend purpose, scope, location or beneficiary of an activity.
- To amend or revise the Citizen Participation Plan

**Substantial amendment** is defined as a change in a planned or actual activity proposed after the official adoption of the Consolidated Plan/Annual Action Plan that affects 10% or more of the City's current annual allocation of CDBG funds. Substantial amendments to the approved Consolidated Plan must be authorized by the Common Council and will be made public by postings and public notices in the newspaper. The city will receive and consider comments on the substantial amendment to the Consolidated Plan/Annual Action Plan for 30 days before implementing those amendments.

#### K. Anti-Displacement

It is the policy of the City of Sheboygan to minimize the displacement of individuals and businesses which may result from CDBG activities. In cases where displacement is absolutely necessary, relocation benefits will be paid in accord with the Uniform Relocation Act, other applicable federal regulations, and Chapter 32 of the Wisconsin State Statutes.

#### L. Objections to CDBG Documents

Citizens may provide comments regarding the Consolidated Plan, Annual Plan, substantial amendments, the Consolidated Annual Performance & Evaluation Report (CAPER) or other CDBG-related programming items at any time during the Program Year. Comments must include identification of unmet requirements and relevant supporting data and will be considered on the following grounds:

- 1) Stated needs and objectives are inconsistent with available and reliable data
- 2) Stated projects are inappropriate for meeting needs and approved objectives

3) Consolidated Plan elements do not comply with federal regulations for the CDBG Program

Comments must be submitted by email or in written form to the Department of City Development, 828 Center Avenue, 2<sup>nd</sup> Floor, Sheboygan, WI 53081. Upon receipt, the Director of Planning and Development shall respond in writing, where practicable, within 15 days.

**M. Complaints**

Any participant of a specific CDBG funded activity or program may file a complaint in writing with the Director of Planning and Development within 30 days of the action that gave rise to the complaint. The complaint should include the basis for which the participant believes that an action is not in compliance with CDBG regulations and/or the City's CDBG Program policies and guidelines. The Director of Planning and Development shall respond, where practicable, within 15 days. Upon receiving the response of the Director of Planning and Development, the program participant may request the city to review the matter. The program participant must submit the request by email or in writing within 30 days of the date of the response and the matter will be brought before the city at the next available meeting.



**CITY OF SHEBOYGAN  
R. C. 199-24-25**

**BY FINANCE AND PERSONNEL COMMITTEE.**

**JANUARY 6, 2025.**

Your Committee to whom was referred Direct Referral Res. No. 144-24-25 by Alderpersons Mitchell and Perrella authorizing Kristen Fish-Peterson of Redevelopment Resources, LLC to act on behalf of the Mayor as a Certifying Officer for the issuance of environmental reviews related to the HUD Community Development Block Grant (CDBG) program; recommends adopting the Resolution.

Committee:

_____	_____
_____	_____
_____	_____

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

\_\_\_\_\_.

Presiding Officer

Attest

\_\_\_\_\_  
Ryan Sorenson, Mayor, City of Sheboygan

\_\_\_\_\_  
Meredith DeBruin, City Clerk, City of Sheboygan

**CITY OF SHEBOYGAN  
RESOLUTION 144-24-25  
DIRECT REFERRAL TO FINANCE AND PERSONNEL COMMITTEE**

**BY ALDERPERSONS MITCHELL AND PERRELLA.**

**DECEMBER 23, 2024.**

A RESOLUTION authorizing Kristen Fish-Peterson of Redevelopment Resources, LLC to act on behalf of the Mayor as a Certifying Officer for the issuance of environmental reviews related to the HUD Community Development Block Grant (CDBG) program.

WHEREAS, the Department of Planning and Development administers the city’s CDBG program and city staff complete environmental reviews as required by federal regulation; and

WHEREAS, every project receiving federal CDBG funds requires an environmental review to be completed; and

WHEREAS, HUD allows the common Council to authorize additional Certifying Officers for the signing of environmental reviews.

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan Common Council authorizes Kristen Fish-Peterson of Redevelopment Resources, LLC to have the authority of the Certifying Officer as it relates to environmental reviews.

BE IT FURTHER RESOLVED: That this authorization to act will terminate upon termination of the contractual relationship between the City of Sheboygan and Redevelopment Resources, LLC (copy of contract attached hereto).

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

\_\_\_\_\_.

Presiding Officer

Attest

\_\_\_\_\_  
Ryan Sorenson, Mayor, City of Sheboygan

\_\_\_\_\_  
Meredith DeBruin, City Clerk, City of Sheboygan



November 22, 2024

## City of Sheboygan CDBG Advisory Services

**THIS AGREEMENT** made the 22<sup>nd</sup> day of November 2024, by and between Redevelopment Resources, LLC, hereafter called the Consultant, and the City of Sheboygan hereinafter called the Client.

Included in the scope of services would be all activities related to CDBG Advisory Services including:

- Review of existing files, spreadsheets, contracts, agreements, programs, and related documents
- Organize files
- Ensure subrecipients contracts are up to date
- Ensure City is meeting timeliness goals
- Review Consolidated Plan and Annual Action Plan to ensure deadlines are met
- Review CAPER to ensure items have been followed through
- Review Analysis of Impediments to Fair Housing Choice to see if it's up to date, and if not, get approval to complete this
- Conduct subrecipient monitoring if necessary
- Prepare for HUD monitoring visit
- Meet with HUD representatives to review programs, deadlines, timeliness and other items
- Other tasks as necessary

### CONTRACT PRICE

The Client shall pay the Consultant for scope of services to be performed and deliverables, the rate of \$160/hour, to be billed monthly based on hours worked. Expenses to be billed at cost, including mileage.

### FEES & EXPENSES

- A. **Fees:** In consideration for performance of the services specified above, the Client shall pay Consultant as invoiced for progress toward work completed. Such payment shall be due and payable within 30 days of the invoice date. Consultant will visit the community as necessary to carry out the scope of services. Consultant will be reimbursed for mileage at the current IRS mileage reimbursement rate. Other expenses will be billed at cost.

### TERM

The term of this contract shall begin on December 9, 2024, and end when work is completed. The Client and Consultant shall periodically review the performance of the terms of the contract and agree upon objectives. Any additional services contracted will be addressed with a separate agreement for services. No such services shall be rendered, and no additional expenses or costs shall be incurred without the prior written approval of client as evidenced by the separate agreement.

### CONTRACT MODIFICATION, TERMINATION AND TRANSFER

- A. **Modifications:** This Contract may be modified by mutual written agreement of both parties.

Redevelopment Resources, LLC  
 P. O. Box 14357, 722 Traveler Lane, Madison, WI 53718  
 715-581-1452 [www.redevelopment-resources.com](http://www.redevelopment-resources.com)



November 22, 2024

- B. **Termination:** This Contract may be terminated by either party, with or without cause, by written notification from either party to the other at least 30 days prior to the intended termination date. Should this occur, the Client shall be required to pay Consultant for any work completed to that point. If Client terminates this contract due to contractor's default, after notice has been given and an opportunity to cure provided, then no further payments shall be due under this contract.

#### INDEMNIFICATION

Consultant agrees to indemnify and hold harmless Client and its officers and employees from any liability, claims, suits or causes of action arising out of the provision of management services under this Agreement attributable to the negligence of the Consultant or Consultant's officers, employees, or agents. Said indemnification shall include payment of all damages, costs, and attorney's fees. Nothing contained within this agreement is intended to be a waiver or estoppel of the City or its insurer to rely upon the limitations, defenses, and immunities contained within Wis. Stat. ss. 345.05 and 893.80. To the extent that indemnification is available and enforceable, the City or its insurer shall not be liable in indemnity, contribution, or otherwise for an amount greater than the limits of liability of municipal claims established by Wisconsin law.

#### NON-EXCLUSIVE SERVICES

The Client acknowledges that the services of Consultant rendered under this contract are non-exclusive and Consultant's fee has been established on that basis. During the term of this contract the Consultant shall be free to render services, similar or dissimilar to the services rendered hereunder to third parties, provided that the services rendered by Consultant to third parties do not directly compete with the services which Consultant is performing for the Client and further provided that the rendering of services to the third parties does not compromise Consultant's business and ethical obligations to the Client.

#### KEY PERSONS

The Client hereby designates the City Administrator for Sheboygan as official contact person and liaison with Consultant in all matters relating to the contract. It is understood by both parties to this contract that all official communications, directions, and assignments shall come from or be authorized by the above-mentioned officers. Kristen Fish-Peterson, Managing Partner of Redevelopment Resources, shall be the primary contact for Redevelopment Resources.

#### GENERAL PROVISIONS

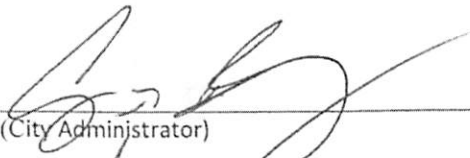
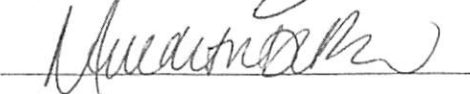
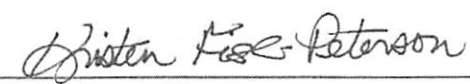
1. This Agreement will be the entire agreement, and only agreement between the Client and Consultant, and shall supersede any previous agreements between the Client and Consultant. Any changes to this agreement will be invalid unless signed and dated by both an authorized officer of the Client and Consultant and attached and made part of this agreement.
2. If any term or provision of this agreement or applicable part hereto shall be void, illegal or unenforceable, the validity of the remaining terms or provisions shall not be affected thereby. Furthermore, the failure of either party to enforce any of the provisions of this agreement in any interest will not be construed as a waiver of its right to enforce such provision either currently or in the future.

Redevelopment Resources, LLC  
 P. O. Box 14357, 722 Traveler Lane, Madison, WI 53718  
 715-581-1452 [www.redevelopment-resources.com](http://www.redevelopment-resources.com)



November 22, 2024

- 3. This agreement shall be subject to, interpreted under, and enforceable according to the laws of the State of Wisconsin. Any judicial action arising directly or indirectly from this agreement shall have its venue in the Courts of the State of Wisconsin, and in the County of Sheboygan.
- 4. Consultant will add Client as an "Additional Insured" to Consultant's Professional Liability Insurance Policy for the duration of the contract.

	12/02/24
(City Administrator)	Date
	12/03/24
(City Clerk)	Date
	12/04/2024
Redevelopment Resources	Date

**CITY OF SHEBOYGAN  
ORDINANCE 29-24-25**

**BY ALDERPERSONS DEKKER, PERRELLA, AND RUST.**

**JANUARY 6, 2025.**

AN ORDINANCE amending Section 2-126 of the Sheboygan Municipal Code so as to change the council rule regarding remote attendance.

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

**SECTION 1:        AMENDMENT** “Sec 2-126 Remote Attendance At Meetings” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 2-126 Remote Attendance At Meetings

- (a) *Remote attendance permitted.* A member of a city governmental body, as defined in Wis. Stats. § 19.82(1), who desires to appear at a meeting by telephone, video conference, or other remote method of participation shall be entitled to participate and vote to the fullest extent possible, except as follows:
- (1) The member shall not be entitled to participate and vote on any matter that requires the visual assessment of a witness's demeanor if the member is unable to make such a visual assessment.
  - (2) The member shall not be entitled to participate and vote on any matter that requires the visual assessment of physical evidence or exhibits that have not been previously reviewed by the member.
- (b) *Quorum.* A member who appears remotely pursuant to subsection (a) of this section shall count towards a quorum during the appearance.
- (c) *Proper equipment.* Appropriate equipment shall be used so that the attending public can readily observe or hear such person's participation in the meeting.
- ~~(d) *Notice.* Whenever a city governmental body anticipates that a member will appear by telephone, video conference, or other remote method of participation, the meeting agenda shall specifically and conspicuously identify which persons or members shall be appearing by such means.~~
- ~~(e) *Exceptions.* No person shall be allowed to participate in any meeting where the meeting notice failed to state the person would appear by telephone/conference means or where such equipment is unavailable or unusable at the time of the meeting.~~

(Code 1997, § 2-138)

**SECTION 2: REPEALER CLAUSE** All ordinances or resolutions or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict. Additionally, any reference within the Common Council's "Generally Used Rules of Order" inconsistent with this change is hereby deleted.

**SECTION 3: EFFECTIVE DATE** This Ordinance shall take effect after its passage and publication according to law, and as of April 15, 2025.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

\_\_\_\_\_.

Presiding Officer

Attest

\_\_\_\_\_  
Ryan Sorenson, Mayor, City of Sheboygan

\_\_\_\_\_  
Meredith DeBruin, City Clerk, City of Sheboygan

**CITY OF SHEBOYGAN  
ORDINANCE 30-24-25**

**BY ALDERPERSON BELANGER.**

**JANUARY 6, 2025.**

AN ORDINANCE amending several sections of Chapter 105 of the Sheboygan Municipal Code so as to eliminate the Architectural Review Board and giving those powers to the Plan Commission.

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

**SECTION 1:**        **AMENDMENT** “Sec 105-685 Regulations Applicable To All Land Uses” of the Sheboygan Municipal Code is hereby *amended* as follows:

A M E N D M E N T

Sec 105-685 Regulations Applicable To All Land Uses

- (a) All uses of land initiated within the jurisdiction of this chapter on, or following, the effective date of the ordinance from which this chapter is derived shall comply with all of the provisions of this chapter. Specifically:
- (1) *Land use regulations and requirements.* All uses of land shall comply with all the regulations and requirements of article III of this chapter, pertaining to the types of uses to which land may be put, and to various requirements which must be met for certain types of land uses within particular zoning districts. Such regulations and requirements address both general and specific regulations which land uses shall adhere to; and which are directly related to the protection of the health, safety and general welfare of the city residents and its environs.
  - (2) *Density and intensity regulations and requirements.* All development of land shall comply with all the regulations and requirements of article IV of this chapter, pertaining to the maximum permitted density (for residential land uses) and intensity (for nonresidential land uses) of land uses. Such regulations and requirements address issues such as floor area ratios (FARs), green space ratios (GSRs), and landscape surface ratios (LSRs); which are directly related to, and are a critical component of, density and intensity and the protection of the health, safety, and general welfare of the city residents and its environs.
  - (3) *Bulk regulations and requirements.* All land use or development of land shall comply with all the regulations and requirements of article V of this chapter, pertaining to the maximum permitted bulk of structures and the location of structures on a lot. Such regulations and requirements address issues such as



height, setbacks from property lines and rights-of-way, and minimum separation between structures; which are directly related to, and a critical component of, the effective bulk of a structure and the protection of the health, safety, and general welfare of the city residents and its environs.

- (4) *Natural resources and green space regulations and requirements.* All land use or development of land shall comply with all the regulations and requirements of article VI of this chapter, pertaining to the protection of sensitive natural resources and required green space areas. Such regulations and requirements address issues such as absolute protection, partial protection, and mitigation; which are directly related to, and a critical component of, the protection of natural resources and the protection of the health, safety, and general welfare of the city residents and its environs.
- (5) *Landscaping and bufferyards regulations and requirements.* All development of land shall comply with all the regulations and requirements of article VII of this chapter, pertaining to the provision of landscaping and bufferyards. Such regulations and requirements address issues such as minimum required landscaping of developed land, and minimum required provision of bufferyards between adjoining zoning districts or development options; which are directly related to, and a critical component of, the protection of the health, safety, and general welfare of the city residents and its environs.
- (6) *Performance standards and requirements.* All development of land shall comply with all the regulations and requirements of article VIII of this chapter, pertaining to the provision of appropriate access, parking, loading, storage, and lighting facilities. Such regulations and requirements address issues such as maximum permitted access points, minimum required parking spaces, the screening of storage areas, and maximum permitted intensity of lighting, as well as defining acceptable levels of potential nuisances such as noise, vibration, odors, heat, glare and smoke; which are directly related to, and a critical component of, the protection of the health, safety, and general welfare of the city residents and its environs.
- (7) *Signage regulations and requirements.* All land use or development of land shall comply with all the regulations and requirements of article IX of this chapter, pertaining to the type and amount of signage permitted on property. Such regulations and restrictions address issues such as the maximum area of permitted signage and the number and types of permitted signage; which are directly related to, and a critical component of, the protection of the health, safety, and general welfare of the city residents and its environs.
- (8) *Procedural regulations and requirements.* All land use or development of land shall comply with all the regulations and requirements of article X of this chapter, pertaining to the procedures necessary to secure review and approval of land use or development. Such regulations and restrictions address both procedural and technical requirements; and are directly related to, and a critical component of, the protection of the health, safety, and general welfare of the city residents and its environs. At a minimum, all development shall be subject

to the requirements of section 105-1001.

(b) *Number of buildings per lot.* In the RA-35ac, ER-1, SR-3, SR-5 and NR-6 Districts, only one principal building shall be permitted on any one lot. In the MR-8, UR-12, NO, SO, NC, SC, UC, CC, SI, UI, and HI Districts, more than one principal building shall be permitted on any one lot upon the granting of a conditional use permit for group development in compliance with section 105-749.

(1) *Number of land uses per building.*

- a. No more than one nonresidential land use shall be permitted in any building unless a conditional use permit for a group development is granted in compliance with section 105-749.
- b. With the exceptions of a commercial apartment or a home occupation, no building containing a nonresidential land use shall contain a residential land use. (See section 105-722(a) and s.)

(2) *Division or combining of a lot.* No recorded lot shall be divided into two or more lots, and no two or more recorded lots shall be combined into one or more lots, unless such division or combination results in the creation of lots, each of which conforms to all the applicable regulations of the zoning district in which said lot is located, as set forth in this chapter. (See also the land division regulations.)

(3) *Large-scale buildings.* All large-scale retail, commercial and industrial buildings in excess of 20,000 square feet are subject to the following additional requirements:

- a. *Policy on vacation of existing sites.* Where such a building is proposed as a replacement location for a business already located within the city, the city shall prohibit any privately imposed limits on the type of use or reuse of the previously occupied building through conditions of sale or lease.
- b. *Continuing maintenance plan.* In the event a large-scale building is vacated, the owner/developer shall submit a plan to the city for the continued maintenance of the property which addresses how the owner/developer will avoid any nuisance violations or the owner/developer shall submit a plan to the city which addresses the removal or the proposed reuse of the building. This plan must be submitted within 12 months after the vacancy; provide however, the time limit may be extended by the plan commission upon showing of good cause.
- c. *Absolute building area cap.* No individual retail or commercial building shall exceed a total of 155,000 square feet in gross floor area. This cap may be exceeded only by the granting of a conditional use permit.
- d. *Outlots.* All buildings on outlots shall be of architectural quality comparable to the primary structure as determined by the ~~architectural review board~~ plan commission.

(Ord. of 2-7-2020, § 15.205)

**SECTION 2: AMENDMENT** “Sec 105-1004 Urban Design Overlay Zoning District Procedures” of the Sheboygan Municipal Code is hereby *amended* as follows:

### AMENDMENT

#### Sec 105-1004 Urban Design Overlay Zoning District Procedures

- (a) *Purpose and scope.* This district is intended to implement the urban design recommendations of the comprehensive master plan by preserving and enhancing the aesthetic qualities (historical and visual) of the community, and by attaining a consistent visually pleasing image for various portions of the city. As emphasized by said Plan, this district is designed to forward both aesthetic and economic objectives of the city by controlling the site design and appearance of development within the district in a manner which is consistent with sound land use, urban design, and economic revitalization principals. The application of these standards will ensure the long-term progress and broad participation toward these principles.
- (b) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

*Cornice* means the topmost projecting portion of the entablature, or top portion of a building. The term "cornice" also refers to any crowning projection of a building.

*Header* means a brick laid so that the end only appears on the face of the wall, as opposed to a stretcher, which is a brick laid so that the side only appears.

*Kickplate* means a horizontal area on the facade of a building located between the sidewalk/entrance pavement and the lowest storefront windows.

*Sign band* means a horizontal area on the facade of a building located between the transom and the cornice, which is typically opaque and provides a location for signage indicating the name of the establishment.

*Sill* means a horizontal, lower member or bottom of a door or window casing.

*Transom* means a horizontal bar of stone, wood or glass across the opening of a door or window.

- (c) *Designation of urban design overlay zoning district boundaries.* The following urban design overlay zoning districts are designated on sheet two of the official zoning map. (This listing and official zoning map designation will be provided following adoption of the city comprehensive master plan.)
- (d) *Powers and duties of the zoning administrator and the ~~architectural review board~~ plan commission for all development.* Proposed changes to the exterior appearance (no

structural changes) of properties used exclusively for one- and two-family residential purposes are hereby excluded from the provisions of this section. All other development applications within an urban design overlay zoning district are subject to one of the following three processes, as determined by the zoning administrator.

- (1) Applications which involve only a renovation of the exterior appearance of a property (such as repainting, re-roofing, residing or replacing with identical colors and materials approved by the city and listed in the attached Appendix), or a change in the exterior appearance of a property in absolute clear and complete compliance with the provisions of subsection (i) of this section (as determined by the zoning administrator), are subject to renovation review by the zoning administrator. The zoning administrator shall determine whether the petition requires only certification of thorough compliance with the technical requirements set out in subsection (e)(2) of this section. In part, this effort shall be guided by the attached appendix, which provides a list of sample projects which are eligible for this form of review;
  - (2) Applications which involve only a change in the appearance of a property (such as painting, roofing, siding, architectural component substitution, fencing, paving, or signage), are subject to design review by the zoning administrator and the ~~architectural review board~~ plan commission. The zoning administrator shall serve as the liaison between the applicant and the ~~architectural review board~~ plan commission in facilitating the thorough and expedient review of an application and shall ensure that the technical and procedural requirements of city zoning regulations are met. The ~~architectural review board~~ plan commission shall serve as the final review and determining body in these matters and shall focus its review on whether the application complies with south aesthetic, urban design, historic and architectural practices pursuant to the procedures outlined in subsection (e)(2) of this section. In part, this effort shall be guided by the comprehensive master plan.
  - (3) Applications which involve modification to the physical configuration of a property (such as grading, the erection of a new building, the demolition of an existing building, or the addition or removal of bulk to an existing building) are subject to project review by the zoning administrator and the ~~architectural review board~~ plan commission. The zoning administrator shall serve as the liaison between the applicant and the ~~architectural review board~~ plan commission in facilitating the thorough and expedient review of an application and shall ensure that the technical and procedural requirements of city zoning regulations are met. The ~~architectural review board~~ plan commission shall serve as the initial and final review and determining body in these matters and shall focus its review on whether the application complies with sound aesthetic, urban design, historic and architectural practices pursuant to the procedures outlined in subsection (e)(2) of this section. In part, this effort shall be guided by the comprehensive master plan.
- (e) *Procedure for project review and approval.*
- (1) *Renovation review.* Applications which involve only a renovation of the exterior appearance of a property (such as repainting, re-roofing, residing or

replacing with identical colors and materials approved by the city and listed in the attached appendix,) or a change in the exterior appearance of a property in absolute clear and complete compliance with the provisions of subsection (i) of this section (as determined by the zoning administrator), are subject to renovation review by the zoning administrator. The zoning administrator shall serve to determine whether the application simply requires certification of thorough compliance with the technical requirements below. In part, this effort shall be guided by the attached appendix, which provides a list of sample projects which are eligible for this form of review. (Refer to the procedure summary chart at the end of this section.)

- (2) *Application requirements.* All applications for renovation review shall be made to the zoning administrator and shall be accompanied by the building permit application, and, in addition, shall be accompanied by all of the following, in addition to the requirements for site plan (per section 105-1001):
- a. A clear depiction of the existing appearance of the property. Clear color photographs are recommended for this purpose. Scaled and dimensioned drawings of existing components such as windows, doors, railings, fencing or other site components, or detailed building elevations which are proposed for alteration or replacement may be required by the zoning administrator.
  - b. A clear depiction of the proposed appearance of the property. Paint charts, promotional brochures, or clear color photographs of replacement architectural components are recommended for this purpose. Scaled and dimensioned drawings of proposed components such as windows, doors, railings, fencing or other site components, or detailed building elevations which are proposed for renovation or replacement may be required by the zoning administrator.
  - c. A written description of the proposed renovation, including a complete listing of proposed components, materials, and colors.
  - d. Written justification for the proposed renovation consisting of the reasons why the applicant believes the requested alteration is in harmony with the recommendations of the comprehensive master plan, particularly as evidenced by compliance with the standards set out in subsection (e)(1)a of this section.
- (3) *Review by the zoning administrator.* The application for renovation review shall be reviewed by the city following the procedure required for conditional uses per section 105-998.

- (f) *Design review.* Applications which involve only a change in the appearance of a property (such as painting, roofing, siding, architectural component substitution, fencing, paving, or signage), are subject to design review by the zoning administrator and the ~~architectural review board~~plan commission. The zoning administrator shall serve as the liaison between the applicant and the ~~architectural review board~~plan commission in facilitating the thorough and expedient review of an application and shall ensure that the technical and procedural requirements of city zoning regulations are met. The ~~architectural review board~~plan commission shall serve as the final review

and determining body in these matters and shall focus its review on the application's compliance with sound aesthetic, urban design, historic and architectural practices per the procedures outlined below. In part, this effort shall be guided by the urban design guidelines of the comprehensive master plan.

- (1) *Procedure.* Urban design review proposals shall follow the procedures for conditional use permits, see section 105-998.
  - (2) *Application requirements.* In addition to the application requirements for conditional use permits, section 105-998, all applications for urban design review shall be made to the zoning administrator and shall be accompanied by the building permit application, and, in addition, shall be accompanied by all of the following:
    - (3) A clear depiction of the existing appearance of the property. Clear color photographs are recommended for this purpose. Scaled and dimensioned drawings of existing components such as windows, doors, railings, fencing or other site components, or detailed building elevations which are proposed for alteration or replacement may be required by the city.
    - (4) A clear depiction of the proposed appearance of the property. Paint charts, promotional brochures, or clear color photographs of replacement architectural components are recommended for this purpose. Scaled and dimensioned drawings of proposed components such as windows, doors, railings, fencing or other site components, or detailed building elevations which are proposed for alteration or replacement may be required by the city.
    - (5) A written description of the proposed modification, including a complete listing of proposed components, materials, and colors.
    - (6) Written justification for the proposed alteration consisting of the reasons why the applicant believes the requested alteration is in harmony with the recommendations of the comprehensive master plan, particularly as evidenced by compliance with the standards set out in subsection (e)(2)b.2 of this section, using the following question to develop said written justification:
      - (7) How is the proposed alteration in harmony with the recommendations of the comprehensive master plan, particularly as evidenced by compliance with subsection (i) of this section?
- (g) *Project review.* Applications which involve modification to the physical configuration of a property (such as the erection of a new building, the demolition of an existing building, or the addition or removal of bulk to an existing building) are subject to project review by the zoning administrator and the ~~architectural review board~~plan commission. Specifically, the powers of the zoning administrator, ~~architectural review board~~plan commission, and the zoning board of appeals within the urban design overlay zoning district shall be as described in the following sections. The zoning administrator shall serve as the liaison between the applicant and the city in facilitating the thorough and expedient review of an application and shall ensure that the technical and procedural requirements of city zoning regulations are met. The ~~architectural review board~~plan commission shall serve as the initial and final discretionary review body and shall focus its review on the application's compliance with sound land use, site design and economic revitalization practices. In part, this effort shall be guided by

the comprehensive master plan. (Refer to the procedure summary chart at the end of this section.)

(1) *Procedure*. Project review proposals shall follow procedures for conditional use permits, refer to section 105-998.

(2) *Application requirements*. In addition to the application requirements for conditional use permits, section 105-998, all applications for project review shall be made to the zoning administrator and shall be accompanied by the building permit application, and, in addition, shall be accompanied by all of the following:

- a. A clear depiction of the existing appearance of the property. Clear color photographs are recommended for this purpose. Scaled and dimensioned drawings of existing components such as windows, doors, railings, fencing or other site components, or detailed building elevations which are proposed for alteration or replacement may be required by the city;
- b. A clear depiction of the proposed appearance of the property. Paint charts, promotional brochures, or clear color photographs of replacement architectural components are commended for this purpose. Scaled and dimensioned drawings of proposed components such as windows, doors, railings, fencing or other site components, or detailed building elevations which are proposed for alteration or replacement may be required by the city;
- c. For all projects involving a new building, or an addition exceeding 100 square feet of gross floor area, a detailed site plan which provides the following information;
- d. A title block indicating name and address of the current property owner, developer and project consultants;
- e. The date of the original plan and the latest date of revision to the plan;
- f. A north arrow and a graphic scale. Said scale shall not be smaller than one inch equals 100 feet;
- g. All property lines and existing and proposed right-of-way lines with bearings and dimensions clearly labeled;
- h. All existing and proposed easement lines and dimensions with a key provided and explained on the margins of the plan as to ownership and purpose;
- i. All existing and proposed buildings, structures, and paved areas, including walks, drives, decks, patios, fences, utility poles, drainage facilities, and walls;
- j. All required building setback lines;
- k. A legal description of the subject property;
  - l. The location, type and size of all signage on the site;
- m. The location, type and orientation of all exterior lighting on the subject property;
- n. The location of all access points, parking and loading areas on the subject property, including a summary of the number of parking stalls

- and labels indicating the dimension of such areas;
  - o. The location of all outdoor storage areas;
  - p. The location and type of any permanently protected green space areas;
  - q. The location of existing and proposed drainage facilities;
  - r. In the legend, the following data for the subject property:
    - 1. Lot area;
    - 2. Floor area;
    - 3. Floor area ratio;
    - 4. Impervious surface area;
    - 5. Impervious surface ratio; and
    - 6. Building height.
  - s. A detailed landscaping plan of the subject property, at the same scale as the main plan, showing the location, species and size of all proposed plant materials;
  - t. A written description of the proposed project, including a complete listing of proposed components, materials, and colors;
  - u. Written justification for the proposed project consisting of the reasons why the applicant believes the requested alteration is in harmony with the recommendations of the comprehensive master plan, particularly as evidenced by compliance with the standards set out in subsection (e)(3)b.2 of this section, using the following question to develop said written justification;
  - v. How is the proposed project in harmony with the recommendations of the comprehensive master plan, particularly as evidenced by compliance with the standards of subsection (f) of this section?
- (h) *Additional recommendations permitted under the design review process.*
- (1) The zoning administrator is hereby authorized to make recommendations for, or require modifications to, a proposed application for renovation review; and to make recommendations for the modification of a proposed application for design review or project review.
  - (2) The ~~architectural review board~~ plan commission is hereby authorized to make recommendations for, or require modifications to, a proposed application for design review and project review.
- (i) *Appeals.* Appeals from the decisions of the zoning administrator and ~~architectural review board~~ plan commission may be made per the provisions of this Code and state statutes.
- (j) *Penalty.* Penalty for violation of the provisions of this chapter shall be per the provisions of section 105-1014.
- (k) *Urban design standards.* (Reserved).

Process for Residential and Nonresidential Proposal Review

	<i>Type of Proposal</i>
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<i>Procedure</i>	<i>Renovation<sup>1</sup></i>	<i>Design<sup>2</sup></i>	<i>Project<sup>3</sup></i>
1. Optional meeting with <del>architectural review board</del> <u>plan commission</u> to discuss proposal	No	optional	recommended
2. Submit zoning permit application to the zoning administrator, including:	Yes	Yes	Yes
a. Color photos/drawings of existing property, with close-ups of details	Yes	Yes	Yes
b. Drawings/depictions of proposed changes to the site & bldg. exterior	Yes	Yes	Yes
c. For new projects or additions = 100 sf, provide Site Plan including:			
i. Title block with name of current property owner and applicant;			
ii. Date of original plan graphic and date of most recent revision;			
iii. North arrow and graphic scale;			
iv. Property lines and right-of-way lines (with distances & bearings);			
v. Easements;			
vi. Existing and proposed buildings, structures and paved areas;			
vii. Required building setback lines;			
viii. Legal description of the property;			
ix. Location, size, type and orientation of all exterior signage;			
x. Location, type and orientation of all exterior lighting;			
xi. Location of all vehicle access drives, circulation areas, loading areas and parking stalls;			
xii. Location of all outdoor storage and display areas (including trash facilities);	No	No	Yes
xiii. Location and purpose of all drainage facilities;			
xiv. Location of all permanent green space areas; and			
xv. Site Summary Data: Lot Area, Floor Area, Floor Area Ratio, Impervious Surface Area, Impervious			

Surface Ratio			
d. Landscaping Plan showing the location, size and type of plants	No	No	Yes
e. Written description of proposal, including exterior materials & colors	Yes	Yes	Yes
f. Written justification of proposal answering: How does the proposal comply with the design standards?	Yes	Yes	Yes
3. Review and action by the zoning administrator/city staff	Yes	Yes	Yes
4. Review and action by the <del>architectural review board</del> <u>plan commission</u> on site design	No	No	Yes
5. Review and action by the <del>architectural review board</del> <u>plan commission</u> on aesthetics	No	Yes	Yes
6. If proposal is approved:	Yes	Yes	Yes
a. Record documents with Register of Deeds;			
b. Work must start within 365 days and be complete within 730 days;			
c. Conditions of approval run with the property.			
If the proposal is denied: It may not be resubmitted for 12 months			
KEY. Yes: Step is required. No: Step is not required.			
<sup>1</sup> Only a renovation of the exterior appearance of a property (replacement with replication).			
<sup>2</sup> Only a change in the appearance of a property (new colors, new materials, etc.).			
<sup>3</sup> Modification to the physical configuration of a property (building additions, new buildings, etc.).			

(Ord. of 2-7-2020, § 15.915)

**SECTION 3: AMENDMENT** “Sec 105-1010 Plan Commission” of the Sheboygan Municipal Code is hereby *amended* as follows:

**AMENDMENT**

**Sec 105-1010 Plan Commission**

- (a) The plan commission, together with its other statutory duties, shall make reports and recommendations relating to the plan and development of the city to the city council,

other public officials and other interested organizations and citizens. The commission, its members and employees, in the performance of its functions, may enter upon any land and make examinations and surveys.

(b) In general, the plan commission shall have such powers as may be necessary to enable it to perform its functions and promote municipal planning. Under this article, its functions are primarily recommendatory to the city council pursuant to guidelines set forth in this article as to various matters, and always being mindful of the intent and purpose of this article.

(c) The plan commission shall have the jurisdiction and authority to review applications for approval of the exterior architectural features and design of buildings and other structures in all instances in which such approval is required by subsection (e) of this section.

(d) The plan commission shall be subject to the same requirements and restrictions with respect to its meetings and rules as are contained in this section, relating to meetings and rules of the zoning board of appeals.

(e) Architectural approval by the plan commission.

(1) Required approvals. No building permit for any new nonresidential building or structure to be hereafter erected in the city, and any addition to, or alteration of nonresidential buildings or structures which alters more than 20 percent of the area of any facade of the building or structure shall be issued unless the exterior architectural features and design of such building or structure have been approved by the plan commission. Exact replacements of architectural components are exempt from this provision. Plan commission approval is not required for new nonresidential buildings or structures when such buildings or structures are developed pursuant to an approved Planned Unit Development.

(2) Application for architectural approval. An application for a building permit for a building or other structure for which the approval of the plan commission is required shall be accompanied by the following additional documents and drawings:

a. A scale drawing of all exterior elevations showing the design and appearance of the proposed building or structure.

b. A written description of the general design, arrangement, texture, material and color of the building or structure and the relationship of such factors to similar features of buildings located within the same block or located along the frontage of any block across the street from the proposed building or structure for which architectural approval is sought.

(3) Standards for architectural approval. The plan commission shall inspect the site of the proposed building or other structure for which architectural approval is sought and the immediate neighborhood of such site. After examining all of the drawings and documents submitted with the application for a building permit and for architectural approval, the plan commission shall approve the architecture and design of the proposed building or structure whenever it shall find that:

a. The exterior architectural features, including general design,

arrangement, texture, color and materials will be consistent and in harmony with the exterior architectural appeal and functional plan of the buildings located within the same block or located along the frontage of any block across the street from the proposed building or structure.

- b. The construction of the proposed building or structure will not cause a substantial depreciation in the value of the property in the same block or located along the frontage of any block across the street from the proposed building or structure because of its dissimilarity to, or failure to harmonize with, the buildings located on such property.
- c. The plan commission shall not consider the interior arrangement of buildings for which architectural approval is sought.
- d. Meetings by the plan commission. All applications for architectural approval of a building or structure shall be considered by the plan commission at a public meeting. A notice of the date, time, place and subject of the meeting shall be provided.

- (f) Recommendations shall be in writing. A recording thereof in the commission's minutes shall constitute the required written recommendation. The commission may, in arriving at its recommendation, on occasion and of its own volition, conduct its own public hearing.

(Ord. of 2-7-2020, § 15.933)

**SECTION 4:**        **REPEAL** “Sec 105-1012 Architectural Review Board” of the Sheboygan Municipal Code is hereby *repealed* as follows:

REPEAL

~~Sec 105-1012 Architectural Review Board~~ (*Repealed*)

(a) *Architectural review board.*

- (1) *Composition.* An architectural review board consisting of seven members shall be appointed by the mayor subject to confirmation by the city council. Members of the architectural review board need not be city residents. The members of the architectural review board shall serve a term of three years. At least three members of the architectural review board shall be architects, including landscape architects, licensed to practice by the state, one member shall be a real estate broker licensed by the state, one member shall be a general contractor licensed by the city, and one member shall be a member of the plan commission. One of the members of the architectural review board shall be designated by the mayor as the chairperson and shall hold office as chairperson until a successor is appointed. The mayor shall have the power to remove any member of the architectural review board for cause upon written

charges and after a public hearing. Vacancies upon the architectural review board shall be filled for the unexpired term of the member whose place has become vacant in the manner herein provided for the appointment of such member.

- (2) *Jurisdiction and authority.* The architectural review board is hereby vested with the jurisdiction and authority to review applications for approval of the exterior architectural features and design of buildings and other structures in all instances in which such approval is required by subsection (b) of this section.
- (3) *Meetings and rules of the architectural review board.* The architectural review board shall be subject to the same requirements and restrictions with respect to its meetings and rules as are contained in this section, relating to meetings and rules of the zoning board of appeals.
- (4) *Finality of decisions of the architectural review board.* All decisions and findings of the architectural review board shall be subject to review by the plan commission in the same manner as is provided by section 105-1003 relating to appeals from decisions and determinations of the building inspector except that the plan commission shall hear said appeal utilizing the same procedures as the zoning board of appeals.

(b) *Architectural approval.*

- (1) *Required approvals.* No building permit for any new nonresidential building or structure to be hereafter erected in the city, and any addition to, or alteration of nonresidential buildings or structures which alters more than 20 percent of the area of any facade of the building or structure shall be issued unless the exterior architectural features and design of such building or structure have been approved by the architectural review board. Exact replacements of architectural components are exempt from this provision. Architectural review board approval is not required for new nonresidential buildings or structures when such buildings or structures are developed pursuant to an approved Planned Unit Development.
- (2) *Application for architectural approval.* An application for a building permit for a building or other structure for which the approval of the architectural review board is required shall be accompanied by the following additional documents and drawings:
  - a. A scale drawing of all exterior elevations showing the design and appearance of the proposed building or structure.
  - b. A written description of the general design, arrangement, texture, material and color of the building or structure and the relationship of such factors to similar features of buildings located within the same block or located along the frontage of any block across the street from the proposed building or structure for which architectural approval is sought.
- (3) *Standards for architectural approval.* The architectural review board shall inspect the site of the proposed building or other structure for which architectural approval is sought and the immediate neighborhood of such site.

After examining all of the drawings and documents submitted with the application for a building permit and for architectural approval, the architectural review board shall approve the architecture and design of the proposed building or structure whenever it shall find that:

- a. The exterior architectural features, including general design, arrangement, texture, color and materials will be consistent and in harmony with the exterior architectural appeal and functional plan of the buildings located within the same block or located along the frontage of any block across the street from the proposed building or structure.
- b. The construction of the proposed building or structure will not cause a substantial depreciation in the value of the property in the same block or located along the frontage of any block across the street from the proposed building or structure because of its dissimilarity to, or failure to harmonize with, the buildings located on such property.
- c. The architectural review board shall not consider the interior arrangement of buildings for which architectural approval is sought.
- d. *Meetings by the architectural review board.* All applications for architectural approval of a building or structure shall be considered by the architectural review board at a public meeting. A notice of the date, time, place and subject of the meeting shall be provided.

~~(Ord. of 2-7-2020, § 15.935)~~

**SECTION 5: REPEALER CLAUSE** All ordinances or resolutions or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

**SECTION 6: EFFECTIVE DATE** This Ordinance shall take effect after its passage and publication according to law, and as of April 15, 2025.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

\_\_\_\_\_.

Presiding Officer

Attest

\_\_\_\_\_  
Ryan Sorenson, Mayor, City of Sheboygan

\_\_\_\_\_  
Meredith DeBruin, City Clerk, City of Sheboygan

**CITY OF SHEBOYGAN  
R. O. 79-24-25**

**BY CITY PLAN COMMISSION.**

**NOVEMBER 4, 2024.**

Your Commission to whom was referred Gen. Ord. No. 20-24-25 by Alderpersons Belanger and La Fave and R. O. No. 73-24-25 by City Clerk submitting application to amend the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located at 2258 Calumet Drive from Class Neighborhood Residential (NR-6) to Class Urban Commercial (UC) Classification; recommends filing the R. O. and adopting the Ordinance.

**CITY OF SHEBOYGAN  
GENERAL ORDINANCE 20-24-25**

**BY ALDERPERSONS BELANGER AND LA FAVE.**

**OCTOBER 21, 2024.**

AN ORDINANCE amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located at 2258 Calumet Drive from Class Neighborhood Residential (NR-6) to Class Urban Commercial (UC) Classification.

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

**SECTION 1: AMENDMENT** Chapter 105 of the Sheboygan Zoning Ordinance establishing zoning districts and prescribing zoning standards and regulations is hereby *amended* as follows:

The Official Zoning Map of the City of Sheboygan thereof and Use District Classification of the following described lands from Class Neighborhood Residential (NR-6) to Class Urban Commercial (UC) Classification:

Property located at 2258 Calumet Drive – Parcel No. 59281621470:

KOHL'S SUBD LOT 19, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY,  
WISCONSIN

**SECTION 2: REPEALER CLAUSE** All ordinances or resolutions or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.



**SECTION 3: EFFECTIVE DATE** This Ordinance shall be in effect from and after its passage and publication according to law.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

\_\_\_\_\_.

Presiding Officer

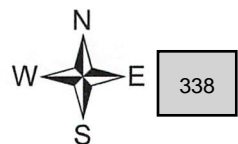
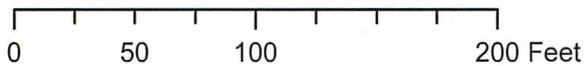
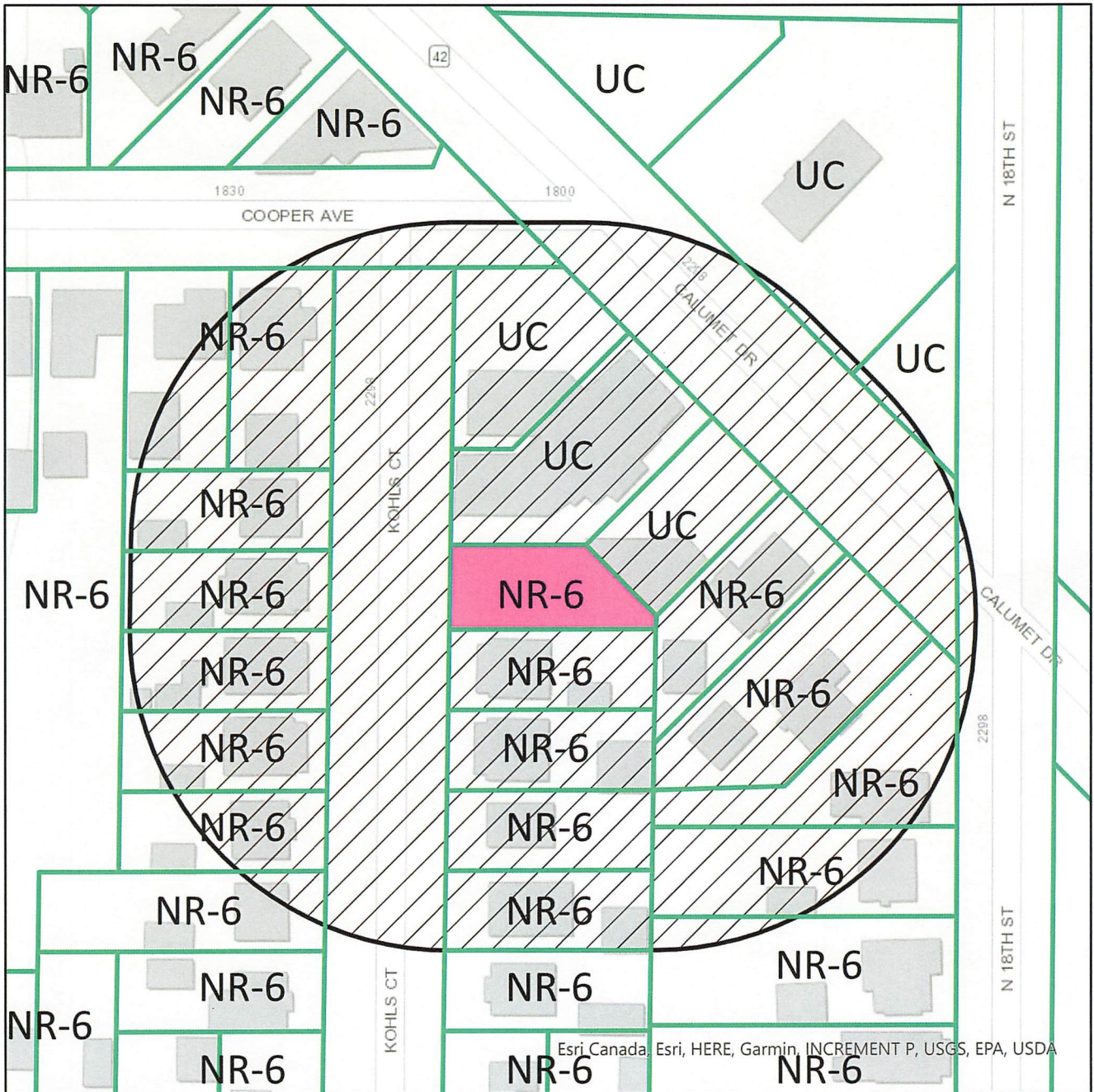
Attest

\_\_\_\_\_  
Ryan Sorenson, Mayor, City of Sheboygan

\_\_\_\_\_  
Meredith DeBruin, City Clerk, City of Sheboygan

# PROPOSED REZONE FROM NEIGHBORHOOD RESIDENTIAL (NR-6) TO URBAN COMMERCIAL (UC)

KOHL'S SUBD LOT 19, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.



**CITY OF SHEBOYGAN  
R. O. 73-24-25**

**BY CITY CLERK.**

**OCTOBER 21, 2024.**

Submitting an application from Pao Yang for amendment to the official zoning map for the City of Sheboygan from Pao Yang for property located at 2258 Calumet Drive – Parcel No. 59281621470.

OFFICE USE ONLY	
APPLICATION NO.:	_____
RECEIPT NO.:	_____ <span style="border: 1px solid black; padding: 2px;">Item 26.</span>
FILING FEE:	<b>\$200.00</b> (Payable to City of Sheboygan)

**CITY OF SHEBOYGAN**  
**APPLICATION FOR**  
**AMENDMENT OF OFFICIAL ZONING MAP**  
 (Requirements Per Section 105.996)  
 Revised January 2024

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: PAO YANG PHONE NO.: (920) 254-5055  
 ADDRESS: 2258 Calumet Dr E-MAIL: trend.stylesalon@aatt.net  
 OWNER OF SITE: PAO YANG PHONE NO.: (920) 254-5055

**2. DESCRIPTION OF THE SUBJECT SITE**

ADDRESS OF PROPERTY AFFECTED: 2258 Calumet Dr  
 LEGAL DESCRIPTION: warehouse

PARCEL NO. 59281621470 MAP NO. \_\_\_\_\_

EXISTING ZONING DISTRICT CLASSIFICATION: Neighborhood Residential-6 (NR-6)

PROPOSED ZONING DISTRICT CLASSIFICATION: Urban Commercial (UC)

BRIEF DESCRIPTION OF THE EXISTING OPERATION OR USE: \_\_\_\_\_  
Storage

BRIEF DESCRIPTION OF THE PROPOSED OPERATION OR USE: \_\_\_\_\_  
coin operated laundry mat

### 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? \_\_\_\_\_

*It's not in any flood zone or wet land*

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: \_\_\_\_\_

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? *In area already zone for*

*commercial. There are structures on the property currently*

Indicate reasons why the applicant believes the proposed map amendment is in harmony with the recommendations of the City of Sheboygan Comprehensive Plan.

majority of the warehouse is located on  
a commercial zone

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.

  
\_\_\_\_\_  
APPLICANT'S SIGNATURE

9/25/24  
\_\_\_\_\_  
DATE

PAO YANG  
\_\_\_\_\_  
PRINT ABOVE NAME

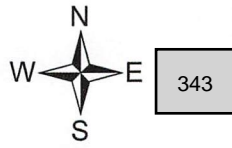
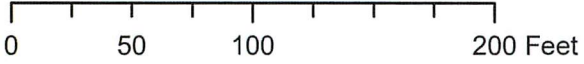
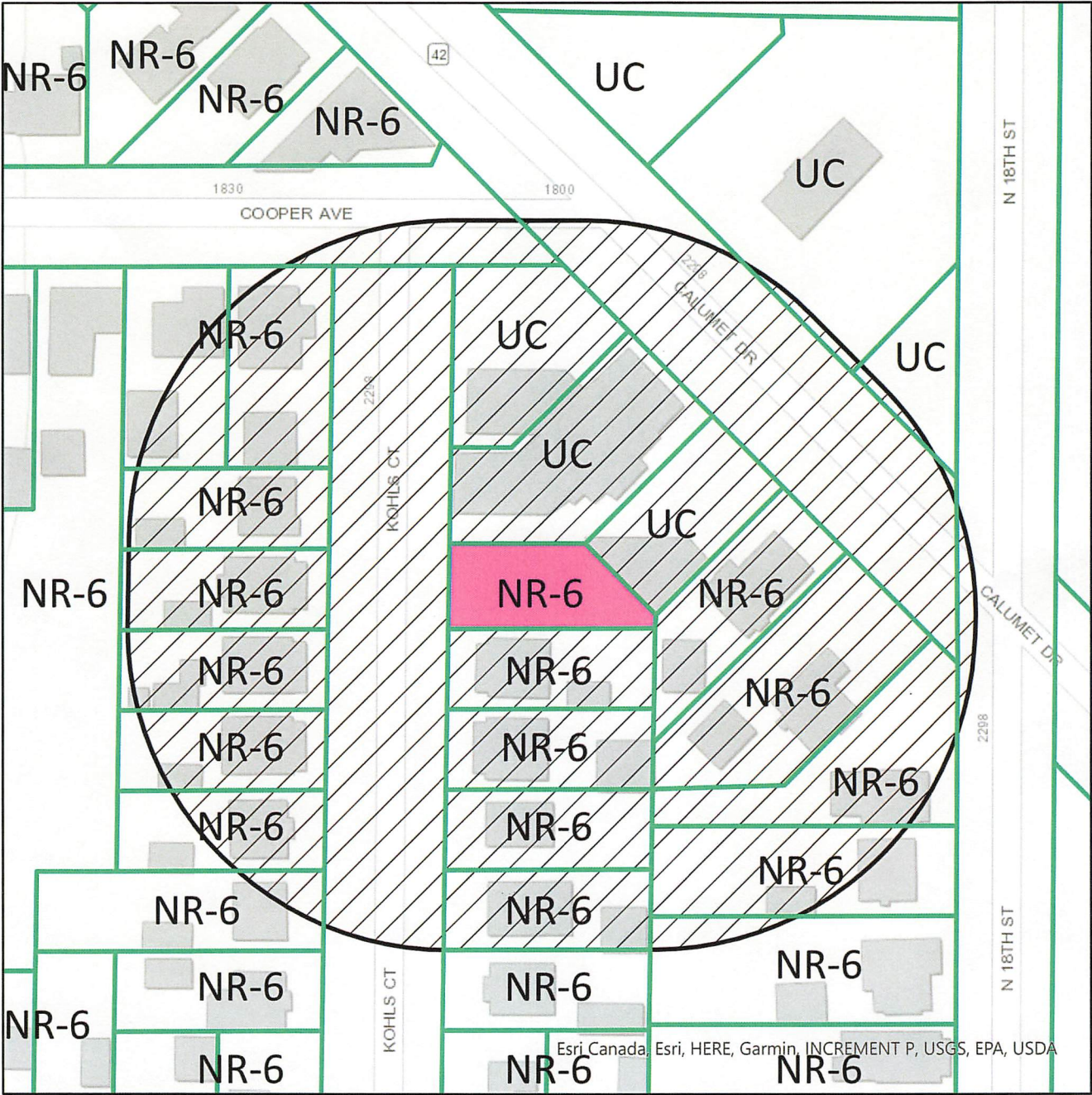
APPLICATION SUBMITTAL REQUIREMENTS

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 100 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.

# PROPOSED REZONE FROM NEIGHBORHOOD RESIDENTIAL (NR-6) TO URBAN COMMERCIAL (UC)

KOHL'S SUBD LOT 19, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.



CLK322B

City Of Sheboygan  
City Clerk's Office

\* General Receipt \*

Receipt No: 241220

License No: 0000

Date: 10/10/2024

Received By: MKC

Received From: YANG SON, LLC DBA TREND STYLES SALON

Memo: REZONE

Method of Payment: \$200.00 Check No. 1171

Total Received: \$200.00

<u>Fee Description</u>	<u>Fee</u>
Zoning Change	200.00

This document signifies receipt of fees in the amount indicated above.