



FINANCE AND PERSONNEL COMMITTEE MEETING - *AMENDED*** AGENDA**

March 14, 2022 at 5:00 PM

Council Chambers, 828 Center Avenue, Sheboygan, WI

It is possible that a quorum (or a reverse quorum) of the Sheboygan Common Council or any other City committees/boards/commissions may be in attendance, thus requiring a notice pursuant to State ex rel. Badke v. Greendale Village Board, 173 Wis. 2d 553, 494 N.W.2d 408 (1993).

Persons with disabilities who need accommodations to attend this meeting should contact the Finance Department at 920-459-3311. Persons other than council members who wish to participate remotely shall provide notice to the Finance Department at 920-459-3311 at least 24 hours before the meeting so that the person may be provided a remote link for that purpose.

OPENING OF MEETING

1. Call to Order
2. Roll Call (Alderspersons Mitchell, Filicky-Peneski, Perrella, Ackley and Felde may attend remotely)
3. Pledge of Allegiance
4. Introduction of Committee Members and Staff

MINUTES

5. Approval of Minutes - February 28, 2022

ITEMS FOR DISCUSSION AND POSSIBLE ACTION

6. R. O. No. 107-21-22 / December 6, 2021 / Doc 3.1 : Submitting a claim from Progressive for alleged damages to their insured's vehicle when it was struck by a City of Sheboygan vehicle on Calumet Drive.
7. R. O. No. 113-21-22 / January 4, 2022 / Doc 13: Submitting a Notice of Claim from Patrick A. Gillette for alleged damages with regard to alleged misconduct by City employees.
8. Res. No. 148-21-22 / March 7, 2022/ Doc 17: A RESOLUTION authorizing the Finance Director to enter into a contract with Tyler Technologies for Tyler Payments.
9. Res. No. 153-21-22 / March 7, 2022 / Doc 21: RESOLUTION awarding the sale of \$2,215,000 General Obligation Promissory Notes, Series 2022A.
10. Res. No. 154-21-22 / March 7, 2022 / Doc 22: A RESOLUTION authorizing the appropriate City officials to remove certain 2020 Tax Roll uncollected delinquent personal property taxes from the City of Sheboygan's general ledger.
11. Res. No. 155-21-22 / March 7, 2022 / Doc 23: A RESOLUTION extending the life of Tax Incremental Financing District No. 6 (TID 6) for one year to fund affordable housing programs and projects within the City of Sheboygan, Wisconsin.

- [12.](#) Res. No. 156-21-22 / March 7, 2022 / Doc 24: A RESOLUTION extending the life of Tax Incremental Financing District No. 10 (TID 10) for one year to fund affordable housing programs and projects within the City of Sheboygan, Wisconsin.
- [13.](#) Res. No. 157-21-22 / March 7, 2022 / Doc 25: A RESOLUTION extending the life of Tax Incremental Financing District No. 12 (TID 12) for one year to fund affordable housing programs and projects within the City of Sheboygan, Wisconsin.
- [14.](#) Res. No. 158-21-22 / March 7, 2022 / Doc 26: A RESOLUTION extending the life of Tax Incremental Financing District No. 13 (TID 13) for one year to fund affordable housing programs and projects within the City of Sheboygan, Wisconsin.
- [15.](#) Res. No. 159-21-22 / March 7, 2022 / Doc 27: A RESOLUTION extending the life of Tax Incremental Financing District No. 14 (TID 14) for one year to fund affordable housing programs and projects within the City of Sheboygan, Wisconsin.
- [16.](#) Res. No. 160-21-22 / March 7, 2022 / Doc 28: A RESOLUTION extending the life of Tax Incremental Financing District No. 15 (TID 15) for one year to fund affordable housing programs and projects within the City of Sheboygan, Wisconsin.
- [17.](#) Res. No. 161-21-22 / March 7, 2022 / Doc 29: A RESOLUTION confirming the exercise of police power in making an assessment for the benefited properties against which assessments are proposed for Parking Assessment District No. 1.
- [18.](#) Res. No. 162-21-22 / March 7, 2022 / Doc 30: A RESOLUTION confirming the exercise of police power in making an assessment for the benefited properties against which assessments are proposed for Parking Assessment District No. 2.
- [19.](#) Res. No. 163-21-22 / March 7, 2022 / Doc 31: A RESOLUTION confirming the exercise of police power in making an assessment for the benefited properties against which assessments are proposed for Parking Assessment District No. 4.
- [20.](#) Res. No. 164-21-22 / March 7, 2022 / Doc 32: A RESOLUTION confirming the exercise of police power in making an assessment for the benefited properties against which assessments are proposed for Parking Assessment District No. 5.
- [21.](#) Res. No. 166-21-22 / March 7, 2022 / Doc 39: A RESOLUTION approving the Green Tier Legacy Communities 2021 Annual Sustainability Report and directing that the document be submitted to the Wisconsin Department of Natural Resources.

DATE OF NEXT REGULAR MEETING

22. March 28, 2022

ADJOURN

23. 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*

II

R. O. No. 107 - 21 - 22. By City Clerk. December 6, 2021.

Submitting a claim from Progressive for alleged damages to their insured's vehicle when it was struck by a City of Sheboygan vehicle on Calumet Drive.

FAP.

CITY CLERK

PROGRESSIVE

Payment Address
24344 Network Place
Chicago, IL 60673-1243

Document Address
P.O. Box 94639
Cleveland, Ohio 44101-9908
Phone: (877)818-0139
Fax: (888) 781-6947

DEC Item 6.

#18-21

MKC

11/23/2021 7:43:00 AM

Certified Mail Return Receipt Requested 9489 0090 0027 6372 9522 26

CITY OF SHEBOYGAN
CITY CLERK'S OFFICE
828 CENTER AVENUE, SUITE 103
SHEBOYGAN, WI 53081

Your Client: JOHNSON, TAYLOR

Your Claim Number: N/A

Our Insured: SUASTEGUI, DIANA

Our Claim Number: 21-7983848

Amount Subject to Reimbursement: 500.00

Amount of Insured's Deductible: N/A

IN ADDITION, THERE IS OUT OF POCKET FOR \$1,535.60. PLEASE REIMBURSE OUR
INSURED DIRECTLY

Please take this as formal notice of our subrogation rights relative to the above -captioned claim. We have completed our investigation into the facts of the above-captioned loss and find that your insured was the proximate cause of the accident.

Location of Loss: CALUMET DR IN SHEBOYGAN

Date and Time of Loss: 10-26-21 AT 3:24 PM

Description of Loss: OUR INSURED WAS TRAVELING ON CALUMET DR, NORTHBOUND IN SHEBOYGAN WI WHEN A CITY VEHICLE WITH PLATE #E7298 OPERATED BY JOHNSON, TAYLOR STRUCK OUR INSURED'S VEHICLE. WE ARE SEEKING REIMBURSEMENT FOR OUR INSURED'S VEHICLE DAMAGES.

Please make your draft payable to Artisan and Truckers Casualty Company as subrogee of "SUASTEGUI, DIANA", in the amount stated above and mail it to the attention of the undersigned at your earliest convenience.

All supporting documentation is enclosed. Thank you for your anticipated, prompt attention to this matter.

Brittany Walette

Progressive Subrogation

Artisan and Truckers Casualty Company

Tel. 877-818-0139

Fax. 888-781-6947

GovernmentStatus@email.progressive.com

Claim Payment Detail (21-7983848)

Payment Information

Disbursement Number:	372778006	Total Amount:	\$500.00
Draft Number:	2040364438	Invoice Number:	89950847
Pay to the Order of:	SEZERO MEDINA		
Mailing Address:	3625 GRANITE RD SHEBOYGAN, WI 53083-1899 USA		
In Payment Of:	Progressive Invoice Number: 89950847		

Reviewed Summary

Issuing Rep:	A134860	Approved By:	
Issue Date:	11-12-21	Review Date:	
Last Updated Rep:	A134860	Reviewed By:	

Bank Information

Type:	Loss	Bank Code:	1CD
Stop Reason:		Cleared:	11-22-21
Stop Date:			

Exposure Detail: COLL

Party Name:	SUASTEGUI, DIANA	Amount Paid:	\$500.00
Property Description:	06 NISSAN ARMADA	Deductible Taken:	\$0.00
Payment Type:	FINAL PAYMENT	Property Damage:	\$0.00
		Rental:	\$0.00

Date: 11/11/2021 11:01 AM
 Estimate ID: 21-7983848-03
 Estimate Version: 0
 Committed
 Profile ID: * SL - RV

Artisan and Truckers Casualty Co

Damage Assessed By: SCOTT BEHM

Appraised For: DIONNE HILLSTEAD
 (715) 690-3552

Classification:

Type of Loss: Other
 Date of Loss: 10/26/2021
 Deductible: WAIVED
 Claim Number: 21-7983848-03

Insured: UNKNOWN UNKNOWN
 Owner: SEZERO MEDINA
 Telephone: Home Phone: (920) 254-2089
 Contact Phone: (920) 889-8968

Cell Phone: (920) 889-8968

Mitchell Service: 910343

Description: 10 GENERIC TRAILER/TOY HAULER
 Body Style: Enclosed Cargo trailer single axle
 VIN: 1111234567
 Mileage: 113
 OEM/ALT: O
 Color: Grey
 Options: SPECIAL PAINT/TRIM

Drive Train:

Search Code: None

Line Item	Entry Number	Labor Type	Operation	Line Item Description	Part Type/ Part Number	Dollar Amount	Labor Units
1	900500	BDY *	REMOVE/REPLACE	.040 GREY ALUMINUM SKIN 4 X 8	New	155.00 *	2.0*
2	900500	BDY *	REMOVE/REPLACE	REAR CARGO DOOR	New	436.98 *	1.0*
3	900500	BDY *	REMOVE/REPLACE	.040 GREY ALUMINUM Door Opening	New	155.00 *	2.0*
4	900500	BDY *	REMOVE/REPLACE	ALUMINUM FRAMING DOOR OPENING	New	95.00 *	6.0*
5	900500	BDY *	REPAIR	REAR DOOR SILL	Existing		1.5*
6	900500	BDY *	REMOVE/REPLACE	SHOP SUPPLIES	New	25.00 *	0.0*

* - Judgment Item

All manufacturers requirements regarding seat belt and supplemental restraint system replacement must be adhered to. If additional parts or operations are necessary to properly accomplish this, please contact the estimating claims rep.

ESTIMATE RECALL NUMBER: 11/11/2021 11:00:28 21-7983848-03

Mitchell Data Version: OEM: SEP_21_V1019

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 All Rights Reserved

Software Version: 7.1.241

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Date: 11/11/2021 11:01 AM
 Estimate ID: 21-7983848-03
 Estimate Version: 0
 Committed
 Profile ID: * SL - RV

Estimate Totals

I. Labor Subtotals	Units	Rate	Add'l Labor Amount	Sublet Amount	Totals	II. Part Replacement Summary	Amount
Body	12.5	85.00	0.00	0.00	1,062.50 T	Taxable Parts	866.98
						Sales Tax @ 5.500%	47.68
						Total Replacement Parts Amount	914.66
Labor Summary	12.5				1,120.94		
III. Additional Costs					Amount	IV. Adjustments	Amount
Total Additional Costs					0.00	Insurance Deductible	WAIVED
						Customer Responsibility	0.00
						I. Total Labor:	1,120.94
						II. Total Replacement Parts:	914.66
						III. Total Additional Costs:	0.00
						Gross Total:	2,035.60
						IV. Total Adjustments:	0.00
						Net Total:	2,035.60

Point(s) of Impact

6 Rear Center (P)

Insurance Co: Artisan and Truckers Casualty Co

Inspection Site: ***S-L Trailer*** SOB1 11/11
 Address: 1806 Wilson Ave
 Sheboygan, WI 53081
 Inspection Date: 11/11/2021

THIS IS A DAMAGE ASSESSMENT ONLY - NOT AN AUTHORIZATION TO REPAIR -
 BASED ON DAMAGE VISIBLE OR CERTAIN AT THE TIME IT WAS WRITTEN.

THE OWNER MAY CHOOSE THE REPAIR FACILITY OF HIS OR HER CHOICE.

PROGRESSIVE HONORS THE PREVAILING COMPETITIVE LABOR RATE IN THE AREA
 WHERE THE PROPERTY WILL BE REPAIRED. IF YOU CHOOSE A SHOP THAT
 CHARGES IN EXCESS OF THE PREVAILING COMPETITIVE LABOR RATE IN THE
 AREA WHERE THE PROPERTY WILL BE REPAIRED, THEN YOU WILL BE RESPONSIBLE
 FOR THE DIFFERENCE IN LABOR RATES.

TO ENSURE PROPER AND PROMPT PAYMENT FOR ADDITIONAL DAMAGE DISCOVERED
 DURING THE COURSE OF REPAIRS, CONTACT PROGRESSIVE FOR SUPPLEMENT
 HANDLING PROCEDURES.

PART TYPE TERMS AND ABBREVIATIONS

NEW AND OEM OR PART NUMBER DISPLAYED - THESE REFER TO A NEW, ORIGINAL
 EQUIPMENT MANUFACTURER PART.

NON-OEM AND A/M AND QUAL REPL - THESE REFER TO AN AFTER-MARKET PART,

ESTIMATE RECALL NUMBER: 11/11/2021 11:00:28 21-7983848-03
 Mitchell Data Version: OEM: SEP_21_V1019

Software Version: 7.1.241

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Page 2 of 3

Date: 11/11/2021 11:01 AM
Estimate ID: 21-7983848-03
Estimate Version: 0
Committed
Profile ID: *SL - RV

WHICH IS A NEW, NON-ORIGINAL EQUIPMENT MANUFACTURER PART.

USED/RECYCLED AND LKQ - THESE REFER TO A USED OEM PART.
REMANUFACTURED AND RECOND. AND RECORE - THESE REFER TO USED/RECYCLED
OEM PARTS THAT HAVE BEEN REFURBISHED.

AUTHORIZED REPAIR FACILITIES:

I ACKNOWLEDGE AND APPROVE OF THIS ESTIMATE.

SIGNATURE: _____
DATE: _____

ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE/SHE IS
FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR
FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF
INSURANCE FRAUD.

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: R.O. No. 107-21-22 submitting a claim from Progressive for alleged damages to their insured's vehicle when it was struck by a City of Sheboygan vehicle on Calumet Dr.

REPORT PREPARED BY: Margo Wagner, Financial Reporting Analyst

REPORT DATE: March 10, 2022

MEETING DATE: March 14, 2022

FISCAL SUMMARY:

Budget Line Item:	N/A
Budget Summary:	N/A
Budgeted Expenditure:	N/A
Budgeted Revenue:	N/A

STATUTORY REFERENCE:

Wisconsin	N/A
Statutes:	
Municipal Code:	N/A

BACKGROUND / ANALYSIS:

R.O. No. 107-21-22 submitting a claim from Progressive for alleged damages to their insured's vehicle when it was struck by a City of Sheboygan vehicle on Calumet Dr.

STAFF COMMENTS:

City staff have reviewed the above claim and under authorization of the Common Council granted in Resolution No. 64-17-18, passed on September 5, 2017, City Administrator Todd Wolf in consultation with the City Attorney and the Finance Department have denied the claim listed above.

ACTION REQUESTED:

Motion to recommend the Common Council receive and file the following documents:
R.O. No. 107-21-22

ATTACHMENTS:

- I. R.O. No. 107-21-22

II

R. O. No. 113 - 21 - 22. By City Clerk. January 4, 2022.

Submitting a Notice of Claim from Patrick A. Gillette for alleged damages with regard to alleged misconduct by City employees.

FTP

CITY CLERK

PATRICK A. GILLETTE
915 NORTH AVENUE
SHEBOYGAN, WI 53893

PLAINTIFF

City Hall
DEC 20 '21 AM 8:11
Item 7.

claim# 21-21

CITY ATTORNEY, CHARLES ADAMS
CITY HALL
828 CENTER AVENUE
SHEBOYGAN, WI 53081

ATTORNEY FOR RESPONDENTS
CITY OF SHEBOYGAN
COUNTY OF SHEBOYGAN
STATE OF WISCONSIN

NOTICE OF CLAIM

Now comes the Plaintiff, Patrick A. Gillette, who claims injury by the intentional individual acts of malice, misconduct, malfeasance, and conspiracy to act in concert with each other by the following respondents:

1. City Attorney, Charles Adams
2. Director of Human Resources, Vicki Schneider
3. City Clerk, Meredith De Bruin
4. Robert Lettre, President of the Police and Fire Commission
5. Christopher Domalgalski, Chief of Police
6. Kurt Zempel, Captain of the PD Patrol Division
7. Michael Stelter, Lt. of the PD Patrol Division
8. Kendra Zipperer, Officer of the PD Patrol Division

Pursuant to Wis. Stat. 893.82, this claim for damages to include time and materials, and pain and suffering, not to exceed \$50,000. The immunity clause is hereby waived on the bases of intentional acts performed by the respondents.

Notwithstanding SS 893.82, plaintiff claims all rights under:

1. The Constitution of the State of Wisconsin, Article I, Section 9
2. The Constitution of the State of Wisconsin, Article I, Section 9(m)

3. Federal Rights under:

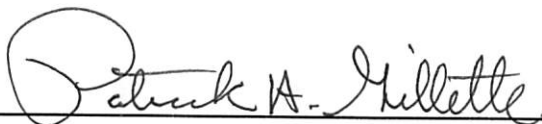
- a. USC Title 42, Section 1983 Civil Action for Deprivation of Rights
- b. USC Title 42, Section 1985 Conspiracy to interfere with Civil Rights
- c. USC Title 42, Section 1986 Action for neglect to prevent

Plaintiff further reserves all rights, included but not enumerated in this claim to exercise his rights to extend beyond the limitations of SS 893.82.

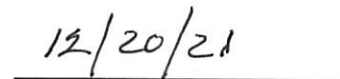
Plaintiff complains that individual acts, and acts in consortium, were performed by the respondents since October 4, 2021, causing injury and civil rights violations whereby:

1. On October 4, 2021, the Plaintiff did file a Verified Formal Complaint, directed and addressed to the President of the Police and Fire Commission.
2. On October 4, 2021, said complaint was filed with the Director of Human Resources and with the City Clerk, at 828 Center Avenue, Sheboygan, Wisconsin.
3. That said complaint was directed by the Director of Human Resources and the City Clerk to the City Attorney and not to the PFC President.
4. That the City Attorney and the President of the Police and Fire Commission failed to act on said complaint.
5. That all stated respondents conspired to intentionally interfere with the process of that complaint.
6. That by these actions the conspirators have delayed and caused injury and civil rights violations to the plaintiff.

The Plaintiff personally filed this Notice of Claim to the Office of the City Clerk, 828 Center Avenue, Sheboygan, WI 53081, on December 20, 2021, and within the 120 days specified in SS 893.82.



Signed



Dated

PATRICK A. GILLETTE
915 NORTH AVENUE
SHEBOYGAN, WI 53893

PLAINTIFF

CITY ATTORNEY, CHARLES ADAMS
CITY HALL
828 CENTER AVENUE
SHEBOYGAN, WI 53081

ATTORNEY FOR RESPONDENTS
CITY OF SHEBOYGAN
COUNTY OF SHEBOYGAN
STATE OF WISCONSIN

NOTICE OF CLAIM: SUPPLIMENTAL AMENDMENT

Now comes the Plaintiff, Patrick A. Gillette, who claims injury by the intentional individual acts of malice, misconduct, malfeasance, and conspiracy to act in concert with each other by the following respondents:

1. City Attorney, Charles Adams
2. Director of Human Resources, Vicki Schneider
3. City Clerk, Meredith De Bruin
4. Robert Lettre, President of the Police and Fire Commission
5. Christopher Domalgalski, Chief of Police
6. Kurt Zempel, Captain of the PD Patrol Division
7. Michael Stelter, Lt. of the PD Patrol Division
8. Kendra Zipperer, Officer of the PD Patrol Division

AMMENDED TO ADD TO THE RESPONDENT'S LIST

1. Ryan Sorenson, Mayor of the City of Sheboygan
2. Dean Dekker, Alderman and Chairman of the Common Council Committee of the Whole for the City of Sheboygan

AMMENDED TO ADD PLAINTIFF'S ADDITIONAL CLAIM OF INJURIES

1. The additional Respondents had prior knowledge of, and the ability to prevent, such injuries.
2. That all Respondents, in concert, did in fact cause the injury to the Plaintiff of defamation of character.

A copy of the Original Notice of Claim, filed on December 20, 2021, is attached.

AMMENDED TO ADD LIST OF CLAIMS SUPPLIMENTAL TO THE ORIGINAL NOTICE OF CLAIM:

1. Research and preparation of 12 documents at \$200.00 each = \$2400.00
2. Miscellaneous communications with respondents and other related witnesses. 24 hours at \$100.00 per hour = \$2400.00
3. Office materials and postage = \$200.00
4. Travel expenses: Auto and travel time. 8 hours at \$100.00 per hour = \$800.00
5. Violation of Civil Rights injuries and Injury of Defamation of Character.

Total Claim of Injuries = \$50,000

I ATTEST AND VERIFY THAT I HAVE PERSONNALLY DELIVERED PERSONAL COPIES OF THE ORIGINAL NOTICE OF INTENT, AND PERSONAL COPIES OF THE SUPPLIMENTAL AMMENDMENT TO THE NOTICE OF CLAIM, TO THE AGENT ADDRESS OF THE FOLLOWING RESPONDENTS, AT 828 CENTER AVENUE, CITY HALL FOR THE CITY OF SHEBOYGAN.

1. City Attorney, Charles Adams
2. Director of human resources, Vicki Schneider
3. City Clerk, Meredith De Bruin
4. Robert Lettre, President of the Sheboygan Police and Fire Commission
5. Ryan Sorenson, Mayor of the City of Sheboygan
6. Dean Dekker, Alderman and Chairman of the Common Council Committee of the Whole

I FURTHER ATTEST AND VERIFY THAT COPIES OF THIS VERY SAME NOTICE OF INTENT AND SAID SUPPLIMENTAL AMMENDMENTS TO THE NOTICE OF INTENT WERE PERSONALLY DELIVERED BY MYSELF, THE PLAINTIFF, TO THE AGENT

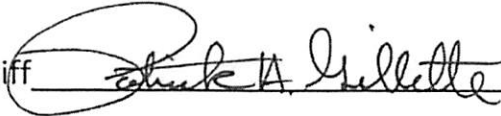
ADDRESS OF THE RESPONDENTS OF THE CITY OF SHEBOYGAN POLICE DEPARTMENT, LOCATED AT 1315 n. 23RD STREET, CITY OF SHEBOYGAN, WI 53081.

RESPONDENTS OF THE SHEBOYGAN POLICE DEPARTMENT

1. Christopher Domalgalski, Chief of Police
2. Kurt Zempel, Captain of Patrol
3. Michael Stelter, Lt. of Patrol
4. Kendra Zipperer, Patrol Officer

ATTESTED TO AND VERIFIED THIS 29TH DAY OF DECEMBER 2021

Patrick A. Gillette, Plaintiff



A handwritten signature in black ink, appearing to read "Patrick A. Gillette", is written over a horizontal line.

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: R.O. No. 113-21-22 is a claim from Patrick Gillette for alleged damages with regard to alleged misconduct by City employees.

REPORT PREPARED BY: Margo Wagner, Financial Reporting Analyst

REPORT DATE: March 10, 2022

MEETING DATE: March 14, 2022

FISCAL SUMMARY:

Budget Line Item:	N/A
Budget Summary:	N/A
Budgeted Expenditure:	N/A
Budgeted Revenue:	N/A

STATUTORY REFERENCE:

Wisconsin	N/A
Statutes:	
Municipal Code:	N/A

BACKGROUND / ANALYSIS:

R.O. No. 113-21-22 is a claim from Patrick Gillette for alleged damages with regard to alleged misconduct by City employees.

STAFF COMMENTS:

City staff have reviewed the above claim and under authorization of the Common Council, granted in Resolution No. 64-17-18, passed on September 5, 2017, City Administrator Todd Wolf in consultation with the City Attorney and the Finance Department have denied the claim listed above.

ACTION REQUESTED:

Motion to recommend the Common Council receive and file the following documents:
R.O. No. 113-21-22

ATTACHMENTS:

- I. R.O. No. 113-21-22

III

Res. No. 148 - 21 - 22. By Alderpersons Mitchell and Filicky-Peneski.
March 7, 2022.

A RESOLUTION authorizing the Finance Director to enter into a contract with Tyler Technologies for Tyler Payments.

WHEREAS, the City of Sheboygan has utilized Munis software for more than ten years; and

WHEREAS, it is in the best interest of the City to accept credit card payments through Tyler Payments, which is integrated into Munis.

NOW, THEREFORE, BE IT RESOLVED: That the Finance Director is authorized to enter into the attached Sales Quotation for Tyler Payments.

BE IT FURTHER RESOLVED: That, recognizing the ever-changing nature of the credit card industry, the Finance Director is authorized to consent to changes to Tyler Technologies' Payment Card Processing Agreement and any agreement referenced in the Payment Card Processing Agreement or reasonably necessary in order to stay in compliance with the Payment Card Processing Agreement, including any agreements required by Visa U.S.A., Inc. or MasterCard International Incorporated.

BE IT FURTHER RESOLVED: That the Finance Director is authorized, to the extent funds are appropriated, to make necessary expenditures.

FAP

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor



Quoted By: Justin Almy
 Quote Expiration: 08/03/22
 Quote Name: City of Sheboygan, WI -ERP- Tyler Payments
 Quote Description: Tyler Payments - Munis

Sales Quotation For:

City of Sheboygan
 828 Center Ave
 Sheboygan WI 53081-4442
 Phone: +1 (920) 459-3315

Transaction Fees
Description

Munis Tyler Payments
 Munis Tyler Payments POS

Summary
One Time Fees
Recurring Fees

Total Tyler Software	\$ 0	\$ 0
Total Annual	\$ 0	\$ 0
Total Tyler Services	\$ 0	\$ 0
Total Third-Party Hardware, Software, Services	\$ 0	\$ 0
Summary Total	\$ 0	\$ 0
Contract Total	\$ 0	

2022-303244-W7T2X2

Page 1

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
- Expenses associated with onsite services are invoiced as incurred.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Implementation hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Your use of Tyler Payments and any related items included on this order is subject to the terms found at: <https://www.tylertech.com/terms/payment-card-processing-agreement>. By signing this order or the agreement in which it is included, you agree you have read, understand, and agree to such terms. Please see attached Tyler Payments fee schedule.

Payer Electronic Payment Costs If passing transaction costs to the payer	
<u>Payer Card Cost</u> – Service Fee - per card transaction with Visa, MasterCard, Discover, and American Express for transactions. Applied to: <ul style="list-style-type: none"> • Munis – online and over the counter <ul style="list-style-type: none"> ○ Parking Tickets ○ General Billing ○ Permits 	3.95% \$1.50 minimum
<u>Payer eCheck Cost</u> – per electronic check transaction	\$1.95
Miscellaneous Costs	
<u>Credit Card Chargebacks</u> – if a card payer disputes a transaction at the card issuing bank (e.g. stolen card)	\$15.00
<u>eCheck Rejects</u> – when an eCheck transaction comes back as declined (e.g. bounced check)	\$5.00
<u>Card Terminal Rental</u> – Annual fee per device. Covers cost of PCI compliance, service, maintenance, real-time integration and support	<u>Lane 3000</u> : \$216 (annual recurring) <u>Lane 5000</u> : \$276 (annual recurring) Plus \$180 Tyler Payments PCI Service Fee (Per Device)
<u>Card Terminal Purchase</u> – PCI fee is an annual fee per device. Covers cost of PCI compliance, service, maintenance, real-time integration and support	<u>Lane 3000</u> : \$419 (one-time fee) <u>Lane 5000</u> : \$529 (one-time fee) Plus \$180 Tyler Payments PCI Service Fee (Per Device)
<u>IVR</u> - per transaction on top of Card fee passed to the payer or absorbed	\$0.50

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Res 148-21-22 by Alderpersons Mitchell and Filicky-Peneski authorizing the Finance Director to enter into a contract with Tyler Technologies for Tyler Payments.

REPORT PREPARED BY: Eric Bushman, Information Technology Director

REPORT DATE: March 10, 2022

MEETING DATE: March 14, 2022

FISCAL SUMMARY:

Budget Line Item: N/A
 Budget Summary: N/A
 Budgeted Expenditure: N/A
 Budgeted Revenue: N/A

STATUTORY REFERENCE:

Wisconsin N/A
 Statutes:
 Municipal Code: N/A

BACKGROUND / ANALYSIS:

The City of Sheboygan currently uses Point & Pay to accept credit and debit card payments. Point & Pay is not integrated into Munis so the transactions must be manually entered into Munis as well as Point & Pay.

STAFF COMMENTS:

The City of Sheboygan has utilized Munis software for more than 10 years. It is in the best interest of the City to accept credit card payments through Tyler Payments, which is integrated into Munis. This will eliminate the re-keying of data saving staff time and reducing the potential for errors. Additionally, Tyler Payments will allow parking tickets to be paid on-line. It also paves the way to allow other services, such as Park and Rec fees, to be paid on-line.

ACTION REQUESTED:

Motion to recommend the Common Council adopt Res. No. 148-21-22.

ATTACHMENTS:

- I. Res. No. 148-21-22

Res. No. 153 - 21 - 22. By Alderpersons Mitchell and Filicky-Peneski.
March 7, 2022.

RESOLUTION AWARDING THE SALE OF \$2,215,000 GENERAL OBLIGATION
PROMISSORY NOTES, SERIES 2022A

WHEREAS, on February 21, 2022, the Common Council of the City of Sheboygan, Sheboygan County, Wisconsin (the "City") adopted a resolution (the "Set Sale Resolution"), providing for the sale of General Obligation Promissory Notes, Series 2022A (the "Notes") for public purposes, including paying the cost of various construction, improvement and acquisition projects set forth in the City's 2022 Capital Improvement Plan, including street and sidewalk repair and improvements, park improvements and upgrades, storm water projects, the acquisition of vehicles and other equipment and providing financial assistance to community development projects for the City's Tax Incremental Districts (collectively, the "Project");

WHEREAS, pursuant to the Set Sale Resolution, the City has directed Ehlers & Associates, Inc. ("Ehlers") to take the steps necessary to sell the Notes to pay the cost of the Project;

WHEREAS, Ehlers, in consultation with the officials of the City, prepared a Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the details of and the bid requirements for the Notes and indicating that the Notes would be offered for public sale on March 21, 2022;

WHEREAS, the City Clerk (in consultation with Ehlers) caused a form of notice of the sale to be published and/or announced and caused the Notice of Sale to be distributed to potential bidders offering the Notes for public sale on March 21, 2022;

WHEREAS, the City has duly received bids for the Notes as described on the Bid Tabulation attached hereto as Exhibit B and incorporated herein by this reference (the "Bid Tabulation"); and

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by the financial institution listed first on the Bid Tabulation fully complies with the bid requirements set forth in the Notice of Sale and is deemed to be the most advantageous to the City. Ehlers has recommended that the City accept the Proposal. A copy of said Proposal submitted by such institution (the "Purchaser") is attached hereto as Exhibit C and incorporated herein by this reference.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1. Ratification of the Notice of Sale and Offering Materials. The Common Council hereby ratifies and approves the details of the Notes set forth in Exhibit A attached hereto as and for the details of the Notes. The Notice of Sale and any other offering materials prepared and circulated by Ehlers are hereby ratified and approved in all respects. All actions taken by officers of the City and Ehlers in connection with the preparation and distribution of the Notice of Sale, and any other offering materials are hereby ratified and approved in all respects.

Section 1A. Authorization and Award of the Notes. For the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.12(12), Wisconsin Statutes, the principal sum of TWO MILLION TWO HUNDRED FIFTEEN THOUSAND DOLLARS (\$2,215,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal of the Purchaser offering to purchase the Notes for the sum set forth on the Proposal, plus accrued interest to the date of delivery, resulting in a true interest cost as set forth on the Proposal, is hereby accepted. The Mayor and City Clerk or other appropriate officers of the City are authorized and directed to execute an acceptance of the Proposal on behalf of the City. The good faith deposit of the Purchaser shall be applied in accordance with the Notice of Sale and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Notes shall bear interest at the rates set forth on the Proposal.

Section 2. Terms of the Notes. The Notes shall be designated "General Obligation Promissory Notes, Series 2022A"; shall be issued in the aggregate principal amount of \$2,215,000; shall be dated April 13, 2022; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on April 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit D-1 and incorporated herein by this reference. Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on April 1, 2023. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Notes is set forth on the Debt Service Schedule attached hereto as Exhibit D-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Notes maturing on April 1, 2030 and thereafter shall be subject to redemption prior to maturity, at the option of the City, on April 1, 2029 or on any date thereafter. Said Notes shall be redeemable as a whole or in part, and if in part, from maturities selected by the City, and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

If the Proposal specifies that any of the Notes are subject to mandatory redemption, the terms of such mandatory redemption shall be set forth on an attachment hereto as Exhibit MRP and incorporated herein by this reference. Upon the optional redemption of any of the Notes subject to mandatory redemption, the principal amount of such Notes so redeemed shall be credited against the mandatory redemption payments established in Exhibit MRP for such Notes in such manner as the City shall direct.

Section 4. Form of the Notes. The Notes shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit E and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2022 through 2031 for the payments due in the years 2023 through 2032 in the amounts set forth on the Schedule.

(B) Tax Collection. So long as any part of the principal of or interest on the Notes remains unpaid, the City 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 onto the tax roll of the City and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. 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 City then available, which sums shall be replaced upon the collection of the taxes herein levied.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the City, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations

previously issued by the City may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Promissory Notes, Series 2022A" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Notes; (ii) any premium which may be received by the City above the par value of the Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Notes when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Notes until all such principal and interest has been paid in full and the Notes canceled; provided (i) the funds to provide for each payment of principal of and interest on the Notes prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Notes may be used to reduce the next succeeding tax levy, or may, at the option of the City, be invested by purchasing the Notes as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Notes have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the City, unless the Common Council directs otherwise.

Section 7. Proceeds of the Notes; Segregated Borrowed Money Fund. The proceeds of the Notes (the "Note Proceeds") (other than any premium

and accrued interest which must be paid at the time of the delivery of the Notes into the Debt Service Fund Account created above) shall be deposited into a special fund (the "Borrowed Money Fund") separate and distinct from all other funds of the City and disbursed solely for the purpose or purposes for which borrowed. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Notes have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the City, charged with the responsibility for issuing the Notes, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Notes to the Purchaser which will permit the conclusion that the Notes are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The City represents and covenants that the projects financed by the Notes and the ownership, management and use of the projects will not cause the Notes to be "private activity bonds" within the meaning of Section 141 of the Code. The City further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Notes including, if applicable, the rebate requirements of Section 148(f) of the Code. The City further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Notes) if taking, permitting or omitting to take such action would cause any of the Notes to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Notes to be included in the gross income of the recipients thereof for federal income tax purposes. The City Clerk or other officer of the City charged with the responsibility of issuing the Notes shall provide an appropriate certificate of the City certifying that the City can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The City also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Notes provided that in meeting such requirements the City will do so only to the extent consistent with the proceedings authorizing the Notes and the laws of the

State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Execution of the Notes; Closing; Professional Services.

The Notes shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

Section 11. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by Bond Trust Services Corporation, Roseville, Minnesota, which is hereby appointed as the City's registrar and fiscal agent pursuant to the provisions of Section 67.10(2), Wisconsin Statutes (the "Fiscal Agent"). The City hereby authorizes the Mayor and City Clerk or other appropriate officers of the City to enter into a Fiscal Agency Agreement between the City and the Fiscal Agent. Such contract may provide, among other things, for the performance by the Fiscal Agent of the functions listed in Wis. Stats. Sec. 67.10(2)(a) to (j), where applicable, with respect to the Notes.

Section 12. Persons Treated as Owners; Transfer of Notes. The City shall cause books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments

shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Any Note may be transferred by the registered owner thereof by surrender of the Note at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Mayor and City Clerk shall execute and deliver in the name of the transferee or transferees a new Note or Notes of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Note surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Note or Notes necessary to effect any such transfer.

Section 13. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Notes (the "Record Date"). Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes as they appear on the registration book of the City at the close of business on the Record Date.

Section 14. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the City Clerk or other authorized representative of the City is authorized and directed to execute and deliver to DTC on behalf of the City to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the City Clerk's office.

Section 15. Payment of Issuance Expenses. The City authorizes the Purchaser to forward the amount of the proceeds of the Notes allocable to the payment of issuance expenses to a financial institution selected by Ehlers at Closing for further distribution as directed by Ehlers.

Section 16. Official Statement. The Common Council hereby approves the Preliminary Official Statement with respect to the Notes and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with

the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 17. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Notes, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Notes or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Notes).

To the extent required under the Rule, the Mayor and City Clerk, or other officer of the City charged with the responsibility for issuing the Notes, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the City's Undertaking.

Section 18. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

Section 19. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Notes, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Note proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Notes by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Note provided herein.

Section 20. Conflicting Resolutions; Severability; Effective Date.

All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the ____ day of _____, 2022.

Dated _____, 2022. _____, City Clerk

Approved _____, 2022. _____, Mayor

EXHIBIT A

Notice of Sale

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT B

Bid Tabulation

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT C

Winning Bid

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D-1

Pricing Summary

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

[EXHIBIT MRP

Mandatory Redemption Provision

The Notes due on April 1, ____, ____, and ____ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot (as selected by the Depository) at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from debt service fund deposits which are required to be made in amounts sufficient to redeem on April 1 of each year the respective amount of Term Bonds specified below:

For the Term Bonds Maturing on April 1, _____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on April 1, _____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on April 1, _____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on April 1, _____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)]

EXHIBIT E

(Form of Note)

REGISTERED UNITED STATES OF AMERICA
STATE OF WISCONSIN DOLLARS
SHEBOYGAN COUNTY
NO. R- CITY OF SHEBOYGAN \$
GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2022A

MATURITY DATE: ORIGINAL DATE OF INTEREST RATE: CUSIP:
ISSUE:

April 1, April 13, 2022 %

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: THOUSAND DOLLARS (\$)

FOR VALUE RECEIVED, the City of Sheboygan, Sheboygan County, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on April 1, 2023 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by Bond Trust Services Corporation, Roseville, Minnesota (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Note is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Note together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the City are hereby irrevocably pledged.

This Note is one of an issue of Notes aggregating the principal amount of \$2,215,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the City pursuant to the provisions of Section 67.12(12),

Wisconsin Statutes, for public purposes, including paying the cost of various construction, improvement and acquisition projects set forth in the City's 2022 Capital Improvement Plan, including street and sidewalk repair and improvements, park improvements and upgrades, storm water projects, the acquisition of vehicles and other equipment and providing financial assistance to community development projects for the City's Tax Incremental Districts, as authorized by a resolution adopted on March 21, 2022. Said resolution is recorded in the official minutes of the Common Council for said date.

The Notes maturing on April 1, 2030 and thereafter are subject to redemption prior to maturity, at the option of the City, on April 1, 2029 or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the City, and within each maturity by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

[The Notes maturing in the years _____ are subject to mandatory redemption by lot as provided in the resolution referred to above, at the redemption price of par plus accrued interest to the date of redemption and without premium.]

In the event the Notes are redeemed prior to maturity, as long as the Notes are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Notes of a maturity are to be called for redemption, the Notes of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Notes called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Notes shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Notes shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Note have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the City, including this Note and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State

of Wisconsin; and that a direct annual irrevocable tax has been levied sufficient to pay this Note, together with the interest thereon, when and as payable.

This Note is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Notes, and the City appoints another depository, upon surrender of the Note to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Note in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Notes (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Notes, or (iii) with respect to any particular Note, after such Note has been called for redemption. The Fiscal Agent and City may treat and consider the Depository 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 redemption price hereof and interest due hereon and for all other purposes whatsoever. The Notes are issuable solely as negotiable, fully-registered Notes without coupons in the denomination of \$5,000 or any integral multiple thereof.

This Note shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Fiscal Agent.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the City of Sheboygan, Sheboygan County, Wisconsin, by its governing body, has caused this Note to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

CITY OF SHEBOYGAN
SHEBOYGAN COUNTY, WISCONSIN

By: _____
Ryan Sorenson
Mayor

(SEAL)

By: _____
Meredith DeBruin
City Clerk

Date of Authentication: _____, _____

CERTIFICATE OF AUTHENTICATION

This Note is one of the Notes of the issue authorized by the within-mentioned resolution of the City of Sheboygan, Sheboygan County, Wisconsin.

BOND TRUST SERVICES CORPORATION,
ROSEVILLE, MINNESOTA

By _____
Authorized Signatory

ASSIGNMENT

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

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

the within Note and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

(e.g. Bank, Trust Company
or Securities Firm)

(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

(Authorized Officer)

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Res. No. 153-21-22 by Alderpersons Mitchell and Filicky-Peneski. A draft Resolution awarding the sale of \$2,215,000 General Obligation Promissory notes, series 2022A

REPORT PREPARED BY: Finance Director Kaitlyn Krueger

REPORT DATE: March 8, 2022

MEETING DATE: March 14, 2022

FISCAL SUMMARY:

Budget Line Item: N/A
 Budget Summary: N/A
 Budgeted Expenditure: N/A

STATUTORY REFERENCE:

Wisconsin Statutes: N/A
 Municipal Code: N/A

BACKGROUND / ANALYSIS:

The City of Sheboygan is presently in need of approximately \$2,215,000 for the public purpose of refunding outstanding obligations of the city, to wit: the callable maturities of its General Obligation Corporate Purpose Notes, Series 2022A dated March 21, 2022.

STAFF COMMENTS:

The City of Sheboygan completed an annual review with its consultant, Ehlers Public Financial Advisors, Inc., in relation to borrowing needs for capital projects and TIDs. These further discussions included review of existing debt and in some instances, it can be advisable for the city to call early some existing debt. The review considered the new debt for 2022, the effect of future debt, and a review of interest rates and changing market conditions, and the structure of the new debt in relation to the city's annual debt service.

ACTION REQUESTED:

Motion to recommend the Common Council adopt draft Res. No. 153-21-22 by Alderpersons Mitchell and Filicky-Peneski authorizing the city to award the Promissory Notes, series 2022A.

ATTACHMENTS:

- I. Res. No. 153-21-22

Res. No. 154 - 21 - 22. By Alderpersons Mitchell and Filicky-Peneski.
March 7, 2022.

A RESOLUTION authorizing the appropriate City officials to remove certain 2020 Tax Roll uncollected delinquent personal property taxes from the City of Sheboygan's general ledger.

WHEREAS, a financial reporting best practice is to remove bad debts from the general ledger in order to ensure an accurate accounts receivable balance; and

WHEREAS, this process is sometimes referred to as "writing off" debts owed to the City; and

WHEREAS, the Finance Department has identified \$7,745.08 of uncollected delinquent personal property taxes that are appropriate to write off; and

WHEREAS, the uncollected delinquent personal property taxes are associated with businesses that are closed or otherwise inactive, making it unlikely the tax will be paid; and

WHEREAS, additional details regarding these uncollected amounts are found in the spreadsheet attached to this Resolution; and

WHEREAS, it is appropriate to write off the outstanding debt and request a chargeback from the taxing jurisdictions.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are authorized to take the steps necessary to remove the \$7,745.08 in uncollected delinquent personal property taxes from the City of Sheboygan's general ledger and to request a chargeback from the taxing jurisdictions.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

Tax Year	Parcel Number	Business Name	2020 Tax Due
2020	59281835541P	HIGHLAND FIGHT SYS LLC	80.21
2020	59281835552P	HINZE-WADE LLC	0.26
2020	59281855358P	LEPAK-JOSTSONS INC	137.89
2020	59281860555P	MCGRANAHAN SPORTS ACDMY	32.99
2020	59281865278P	NORTHERN BAY LLC	30.11
2020	59281865282P	NORTHERN LSNG SYS INC	25.75
2020	59281895114P	SHEB CHIRO PLUS LLC	147.55
2020	59281905094P	THE TOMAN GRP LLC	1,653.88
2020	59281925091P	WILSON, DANIEL C.	23.61
2020	59281940015P	YSTESUND, CONNIE	140.58
2020	59281950240P	MATENAER CATRG LLC	42.65
2020	59281950242P	INSIGHTSTHERAPY INC	15.02
2020	59281950267P	SFR III HOLDINGS LLC	421.24
2020	59281950271P	MONARCH HEALTHCARE	1,512.24
2020	59281950315P	KD NAILS & SALON LLC	218.94
2020	59281950355P	JAMES, BRANDIN	189.13
2020	59281950359P	HAASE,PETER	496.30
2020	59281950361P	WEIMANN, DARREN	472.43
2020	59281950370P	RANDEELEE LLC	78.60
2020	59281950526P	SHEB CHEESECAKE CO	236.34
2020	59281950533P	GREFF, JANE	236.34
2020	59281950607P	PINNACLE PROPANE EXPRESS	79.67
2020	59281950608P	PINNACLE PROPANE EXPRESS	1.35
2020	59281950609P	PINNACLE PROPANE EXPRESS	20.66
2020	59281990905P	THREE TWINS ORGANIC INC	1,451.34
Total Outstanding			7,745.08

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Res. No. 154 – 21- 22 authorizing the appropriate City officials to remove certain 2020 Tax Roll uncollected delinquent personal property taxes from the City of Sheboygan's general ledger.

REPORT PREPARED BY: Deputy Finance Director Jessica Huss

REPORT DATE: March 10, 2022

MEETING DATE: March 14, 2022

FISCAL SUMMARY:

Budget Line Item: N/A
 Budget Summary: N/A
 Budgeted Expenditure: N/A

STATUTORY REFERENCE:

Wisconsin Statutes: N/A
 Municipal Code: N/A

BACKGROUND / ANALYSIS:

When personal property taxes are not paid by the end of January, the City of Sheboygan pays the other taxing jurisdictions their portion of the tax, and assumes full liability for collecting it. Delinquent personal property taxes are cleared from the City's tax rolls after it is determined it is unlikely to be paid. At this time, it is appropriate to write off the outstanding debt and request a charge back from the taxing jurisdictions for the uncollected tax.

STAFF COMMENTS:

The businesses included on the listing attached to Res. No. 154-21-22 are now closed or inactive. The total amount requested to be written off is \$7,745.08.

ACTION REQUESTED:

Motion to recommend the Common Council adopt Res. No. 154 – 21 – 22 to write off certain 2020 Personal Property Tax payments and request a chargeback from the taxing jurisdictions.

ATTACHMENTS:

- I. Res. No. 154 – 21 - 22

III

Res. No. 155 - 21 - 22. By Alderpersons Mitchell and Filicky-Peneski.
March 7, 2022.

A Resolution extending the life of Tax Incremental Financing District No. 6 (TID 6) for one year to fund affordable housing programs and projects within the City of Sheboygan, Wisconsin.

WHEREAS, the City of Sheboygan created TID 6 on January 20, 1992, successfully completed implementation of the TID 6 project plan, and will collect sufficient increment in 2023 from the 2022 tax roll to pay off its aggregate project costs; and

WHEREAS, while § 66.1105(7), Wis. Stats., requires termination of a TID after all project costs have been paid, § 66.1105(6)(g), Wis. Stats. permits extension of a TID for a specified number of months, using the last year of tax increment to improve the City's housing stock; and

WHEREAS, at least 75 percent of the final increment must benefit affordable housing in the City, with the remaining portion used to improve housing stock.

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan hereby extends the life of TID 6 for twelve (12) months in order to use the final year's tax increments, collected in 2023 from the 2022 tax roll, to benefit affordable housing.

BE IT FURTHER RESOLVED: That the City of Sheboygan shall use the final year's tax increment to improve the city's housing stock (including quality and affordability) by depositing the funds in the City's Affordable Housing Fund; such funds shall be used to create and/or improve affordable single-family housing stock in the City of Sheboygan.

FHP

BE IT FURTHER RESOLVED: That the City of Sheboygan City Clerk is hereby directed to notify the Wisconsin Department of Revenue of this extension by providing a copy of this Resolution.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Res. No. 155-21-22, a Resolution extending the life of Tax Incremental Financing District No. 6 (TID 6) for one year to fund affordable housing programs and projects within City of Sheboygan, Wisconsin

REPORT PREPARED BY: Chad Pelishek, Director of Planning and Development

REPORT DATE: March 9, 2022

MEETING DATE:

March 14, 2022

FISCAL SUMMARY:**STATUTORY REFERENCE:**

Budget Line Item:
 Budget Summary: N/A
 Budgeted Expenditure: N/A
 Budgeted Revenue: N/A

Wisconsin N/A
 Statutes:
 Municipal Code: N/A

BACKGROUND / ANALYSIS:

Wisconsin State Statute allows a Tax Incremental Financing District to be extended for one year to capture the yearly increment amount to be used for affordable housing related projects. This resolution will extend TID 6 for one year with approximately \$1,442,500 of increment beginning transferred to the City's Affordable Housing Fund. The District will then close in 2023 with the increment from the closing felt in the 2024 budget year. TID 6 boundaries are shown below:

**STAFF COMMENTS:**

None

ACTION REQUESTED:

Motion to recommend Common Council to approve Res. No. 155-21-22, a Resolution extending the life of Tax Incremental Financing District No. 6 (TID 6) for one year to fund affordable housing programs and projects within City of Sheboygan, Wisconsin.

Item 11.

ATTACHMENTS:

- I. Res. No. 155-21-22

III

Res. No. 156 - 21 - 22. By Alderpersons Mitchell and Filicky-Peneski.
March 7, 2022.

A Resolution extending the life of Tax Incremental Financing District No. 10 (TID 10) for one year to fund affordable housing programs and projects within the City of Sheboygan, Wisconsin.

WHEREAS, the City of Sheboygan created TID 10 on May 19, 1997, successfully completed implementation of the TID 10 project plan, and will collect sufficient increment in 2023 from the 2022 tax roll to pay off its aggregate project costs; and

WHEREAS, while § 66.1105(7), Wis. Stats., requires termination of a TID after all project costs have been paid, § 66.1105(6)(g), Wis. Stats. permits extension of a TID for a specified number of months, using the last year of tax increment to improve the City's housing stock; and

WHEREAS, at least 75 percent of the final increment must benefit affordable housing in the City, with the remaining portion used to improve housing stock.

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan hereby extends the life of TID 10 for twelve (12) months in order to use the final year's tax increments, collected in 2023 from the 2022 tax roll, to benefit affordable housing.

BE IT FURTHER RESOLVED: That the City of Sheboygan shall use the final year's tax increment to improve the city's housing stock (including quality and affordability) by depositing the funds in the City's Affordable Housing Fund; such funds shall be used to create and/or improve affordable single-family housing stock in the City of Sheboygan.

FIP

BE IT FURTHER RESOLVED: That the City of Sheboygan City Clerk is hereby directed to notify the Wisconsin Department of Revenue of this extension by providing a copy of this Resolution.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Res. No. 156-21-22, a Resolution extending the life of Tax Incremental Financing District No. 10 (TID 10) for one year to fund affordable housing programs and projects within City of Sheboygan, Wisconsin

REPORT PREPARED BY: Chad Pelishek, Director of Planning and Development

REPORT DATE: March 9, 2022

MEETING DATE:

March 14, 2022

FISCAL SUMMARY:

Budget Line Item:
 Budget Summary: N/A
 Budgeted Expenditure: N/A
 Budgeted Revenue: N/A

STATUTORY REFERENCE:

Wisconsin N/A
 Statutes:
 Municipal Code: N/A

BACKGROUND / ANALYSIS:

Wisconsin State Statute allows a Tax Incremental Financing District to be extended for one year to capture the yearly increment amount to be used for affordable housing related projects. This resolution will extend TID 10 for one year with approximately \$387,728 of increment beginning transferred to the City's Affordable Housing Fund. The District will then close in 2023 with the increment from the closing felt in the 2024 budget year. TID 10 boundaries are shown below:



TID District 10

STAFF COMMENTS:

This district will make a payment back to the general fund of \$419,728 which was an advance to the district.

Item 12.

ACTION REQUESTED:

Motion to recommend Common Council to approve Res. No. 156-21-22, a Resolution extending the life of Tax Incremental Financing District No. 10 (TID 10 for one year to fund affordable housing programs and projects within City of Sheboygan, Wisconsin.

ATTACHMENTS:

- I. Res. No. 156-21-22

III

Res. No. 157 - 21 - 22. By Alderpersons Mitchell and Filicky-Peneski.
March 7, 2022.

A Resolution extending the life of Tax Incremental Financing District No. 12 (TID 12) for one year to fund affordable housing programs and projects within the City of Sheboygan, Wisconsin.

WHEREAS, the City of Sheboygan created TID 12 on February 2, 2000, successfully completed implementation of the TID 12 project plan, and will collect sufficient increment in 2023 from the 2022 tax roll to pay off its aggregate project costs; and

WHEREAS, while § 66.1105(7), Wis. Stats., requires termination of a TID after all project costs have been paid, § 66.1105(6)(g), Wis. Stats. permits extension of a TID for a specified number of months, using the last year of tax increment to improve the City's housing stock; and

WHEREAS, at least 75 percent of the final increment must benefit affordable housing in the City, with the remaining portion used to improve housing stock.

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan hereby extends the life of TID 12 for twelve (12) months in order to use the final year's tax increments, collected in 2023 from the 2022 tax roll, to benefit affordable housing.

BE IT FURTHER RESOLVED: That the City of Sheboygan shall use the final year's tax increment to improve the city's housing stock (including quality and affordability) by depositing the funds in the City's Affordable Housing Fund; such funds shall be used to create and/or improve affordable single-family housing stock in the City of Sheboygan.

FAP

BE IT FURTHER RESOLVED: That the City of Sheboygan City Clerk is hereby directed to notify the Wisconsin Department of Revenue of this extension by providing a copy of this Resolution.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Res. No. 157-21-22, a Resolution extending the life of Tax Incremental Financing District No. 12 (TID 12) for one year to fund affordable housing programs and projects within City of Sheboygan, Wisconsin

REPORT PREPARED BY: Chad Pelishek, Director of Planning and Development

REPORT DATE: March 9, 2022

MEETING DATE:

March 14, 2022

FISCAL SUMMARY:

STATUTORY REFERENCE:

Budget Line Item:
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

Wisconsin Statutes:
Municipal Code: N/A

BACKGROUND / ANALYSIS:

Wisconsin State Statute allows a Tax Incremental Financing District to be extended for one year to capture the yearly increment amount to be used for affordable housing related projects. This resolution will extend TID 12 for one year with approximately \$186,528 of increment beginning transferred to the City's Affordable Housing Fund. The District will then close in 2023 with the increment from the closing felt in the 2024 budget year. TID 12 boundaries are shown below:



STAFF COMMENTS:

None

ACTION REQUESTED:

Motion to recommend Common Council to approve Res. No. 157-21-22, a Resolution extending the life of Tax Incremental Financing District No. 12 (TID 12) for one year to fund affordable housing programs and projects within City of Sheboygan, Wisconsin.

ATTACHMENTS:

- I. Res. No. 157-21-22

III

Res. No. 158 - 21 - 22. By Alderpersons Mitchell and Filicky-Peneski.
March 7, 2022.

A Resolution extending the life of Tax Incremental Financing District No. 13 (TID 13) for one year to fund affordable housing programs and projects within the City of Sheboygan, Wisconsin.

WHEREAS, the City of Sheboygan created TID 13 on November 21, 2005, successfully completed implementation of the TID 13 project plan, and will collect sufficient increment in 2023 from the 2022 tax roll to pay off its aggregate project costs; and

WHEREAS, while § 66.1105(7), Wis. Stats., requires termination of a TID after all project costs have been paid, § 66.1105(6)(g), Wis. Stats. permits extension of a TID for a specified number of months, using the last year of tax increment to improve the City's housing stock; and

WHEREAS, at least 75 percent of the final increment must benefit affordable housing in the City, with the remaining portion used to improve housing stock.

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan hereby extends the life of TID 13 for twelve (12) months in order to use the final year's tax increments, collected in 2023 from the 2022 tax roll, to benefit affordable housing.

BE IT FURTHER RESOLVED: That the City of Sheboygan shall use the final year's tax increment to improve the city's housing stock (including quality and affordability) by depositing the funds in the City's Affordable Housing Fund; such funds shall be used to create and/or improve affordable single-family housing stock in the City of Sheboygan.

FTP

BE IT FURTHER RESOLVED: That the City of Sheboygan City Clerk is hereby directed to notify the Wisconsin Department of Revenue of this extension by providing a copy of this Resolution.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Res. No. 158-21-22, a Resolution extending the life of Tax Incremental Financing District No. 13 (TID 13) for one year to fund affordable housing programs and projects within City of Sheboygan, Wisconsin

REPORT PREPARED BY: Chad Pelishek, Director of Planning and Development

REPORT DATE: March 9, 2022

MEETING DATE:

March 14, 2022

FISCAL SUMMARY:

Budget Line Item:
 Budget Summary: N/A
 Budgeted Expenditure: N/A
 Budgeted Revenue: N/A

STATUTORY REFERENCE:

Wisconsin N/A
 Statutes:
 Municipal Code: N/A

BACKGROUND / ANALYSIS:

Wisconsin State Statute allows a Tax Incremental Financing District to be extended for one year to capture the yearly increment amount to be used for affordable housing related projects. This resolution will extend TID 13 for one year with approximately \$400,713 of increment beginning transferred to the City's Affordable Housing Fund. The District will then close in 2023 with the increment from the closing felt in the 2024 budget year. TID 13 boundaries are shown below:



TID District 13

STAFF COMMENTS:

None

ACTION REQUESTED:

Motion to recommend Common Council to approve Res. No. 158-21-22, a Resolution extending the life of Tax Incremental Financing District No. 13 (TID 13) for one year to fund affordable housing programs and projects within City of Sheboygan, Wisconsin.

ATTACHMENTS:

- I. Res. No. 158-21-22

III

Res. No. 159 - 21 - 22. By Alderpersons Mitchell and Filicky-Peneski.
March 7, 2022.

A Resolution extending the life of Tax Incremental Financing District No. 14 (TID 14) for one year to fund affordable housing programs and projects within the City of Sheboygan, Wisconsin.

WHEREAS, the City of Sheboygan created TID 14 on January 4, 2011, successfully completed implementation of the TID 14 project plan, and will collect sufficient increment in 2023 from the 2022 tax roll to pay off its aggregate project costs; and

WHEREAS, while § 66.1105(7), Wis. Stats., requires termination of a TID after all project costs have been paid, § 66.1105(6)(g), Wis. Stats. permits extension of a TID for a specified number of months, using the last year of tax increment to improve the City's housing stock; and

WHEREAS, at least 75 percent of the final increment must benefit affordable housing in the City, with the remaining portion used to improve housing stock.

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan hereby extends the life of TID 14 for twelve (12) months in order to use the final year's tax increments, collected in 2023 from the 2022 tax roll, to benefit affordable housing.

BE IT FURTHER RESOLVED: That the City of Sheboygan shall use the final year's tax increment to improve the city's housing stock (including quality and affordability) by depositing the funds in the City's Affordable Housing Fund; such funds shall be used to create and/or improve affordable single-family housing stock in the City of Sheboygan.

FRP

BE IT FURTHER RESOLVED: That the City of Sheboygan City Clerk is hereby directed to notify the Wisconsin Department of Revenue of this extension by providing a copy of this Resolution.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Res. No. 159-21-22, a Resolution extending the life of Tax Incremental Financing District No. 14 (TID 14) for one year to fund affordable housing programs and projects within City of Sheboygan, Wisconsin

REPORT PREPARED BY: Chad Pelishek, Director of Planning and Development

REPORT DATE: March 9, 2022

MEETING DATE:

March 14, 2022

FISCAL SUMMARY:

Budget Line Item:
 Budget Summary: N/A
 Budgeted Expenditure: N/A
 Budgeted Revenue: N/A

STATUTORY REFERENCE:

Wisconsin N/A
 Statutes:
 Municipal Code: N/A

BACKGROUND / ANALYSIS:

Wisconsin State Statute allows a Tax Incremental Financing District to be extended for one year to capture the yearly increment amount to be used for affordable housing related projects. This resolution will extend TID 14 for one year with approximately \$1,295,877 of increment beginning transferred to the City's Affordable Housing Fund. The District will then close in 2023 with the increment from the closing felt in the 2024 budget year. TID 14 boundaries are shown below:



TID District 14

STAFF COMMENTS:

None

ACTION REQUESTED:

Motion to recommend Common Council to approve Res. No. 159-21-22, a Resolution extending the life of Tax Incremental Financing District No. 14 (TID 14) for one year to fund affordable housing programs and projects within City of Sheboygan, Wisconsin.

ATTACHMENTS:

- I. Res. No. 159-21-22

III

Res. No. 160 - 21 - 22. By Alderpersons Mitchell and Filicky-Peneski.
March 7, 2022.

A Resolution extending the life of Tax Incremental Financing District No. 15 (TID 15) for one year to fund affordable housing programs and projects within the City of Sheboygan, Wisconsin.

WHEREAS, the City of Sheboygan created TID 15 on April 6, 2011, successfully completed implementation of the TID 15 project plan, and will collect sufficient increment in 2023 from the 2022 tax roll to pay off its aggregate project costs; and

WHEREAS, while § 66.1105(7), Wis. Stats., requires termination of a TID after all project costs have been paid, § 66.1105(6)(g), Wis. Stats. permits extension of a TID for a specified number of months, using the last year of tax increment to improve the City's housing stock; and

WHEREAS, at least 75 percent of the final increment must benefit affordable housing in the City, with the remaining portion used to improve housing stock.

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan hereby extends the life of TID 15 for twelve (12) months in order to use the final year's tax increments, collected in 2023 from the 2022 tax roll, to benefit affordable housing.

BE IT FURTHER RESOLVED: That the City of Sheboygan shall use the final year's tax increment to improve the city's housing stock (including quality and affordability) by depositing the funds in the City's Affordable Housing Fund; such funds shall be used to create and/or improve affordable single-family housing stock in the City of Sheboygan.

FAP

BE IT FURTHER RESOLVED: That the City of Sheboygan City Clerk is hereby directed to notify the Wisconsin Department of Revenue of this extension by providing a copy of this Resolution.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Res. No. 160-21-22, a Resolution extending the life of Tax Incremental Financing District No. 15 (TID 15) for one year to fund affordable housing programs and projects within City of Sheboygan, Wisconsin

REPORT PREPARED BY: Chad Pelishek, Director of Planning and Development

REPORT DATE: March 9, 2022

MEETING DATE:

March 14, 2022

FISCAL SUMMARY:

Budget Line Item:
 Budget Summary: N/A
 Budgeted Expenditure: N/A
 Budgeted Revenue: N/A

STATUTORY REFERENCE:

Wisconsin N/A
 Statutes:
 Municipal Code: N/A

BACKGROUND / ANALYSIS:

Wisconsin State Statute allows a Tax Incremental Financing District to be extended for one year to capture the yearly increment amount to be used for affordable housing related projects. This resolution will extend TID 15 for one year with approximately \$200,313 of increment beginning transferred to the City's Affordable Housing Fund. The District will then close in 2023 with the increment from the closing felt in the 2024 budget year. TID 15 boundaries are shown below:



TID District 15

STAFF COMMENTS:

None

ACTION REQUESTED:

Motion to recommend Common Council to approve Res. No. 160-21-22, a Resolution extending the life of Tax Incremental Financing District No. 15 (TID 15) for one year to fund affordable housing programs and projects within City of Sheboygan, Wisconsin.

ATTACHMENTS:

- I. Res. No. 160-21-22

Res. No. 161 - 21 - 22. By Alderpersons Mitchell and Filicky-Peneski.
March 7, 2022.

A RESOLUTION confirming the exercise of police power in making an assessment for the benefited properties against which assessments are proposed for Parking Assessment District No. 1.

RESOLVED: That the assessments and schedule for the proposed assessments prepared by the City of Sheboygan for Parking Assessment District No. 1, are hereby confirmed, and the City Clerk is authorized and directed to publish the notices required by law.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Res. No. 161-21-22 by Alderpersons Mitchell and Filicky-Peneski confirming the exercise of police power in making an assessment for the benefited properties against which assessments are proposed for Parking Assessment District No. 1

REPORT PREPARED BY: Finance Director Kaitlyn Krueger

REPORT DATE: March 10, 2022

MEETING DATE: March 14, 2022

FISCAL SUMMARY:

Budget Line Item: N/A
 Budget Summary: N/A
 Budgeted Expenditure: N/A

STATUTORY REFERENCE:

Wisconsin Statutes: N/A
 Municipal Code: N/A

BACKGROUND / ANALYSIS:

Each year the City of Sheboygan assess each parking district for its portion of expenses related to the operating and maintenance of off-street parking. Revenues for each district offset the expenses and any residual is assessed to the businesses in that district.

STAFF COMMENTS:

The assessment is calculated after the year is complete and all known expenses are accounted for. For the year 2021, the amount that will be assessed to the businesses is \$51,464.72.

ACTION REQUESTED:

Motion to recommend the Common Council approve Res. No. 161-21-22

ATTACHMENTS:

- I. Res. No. 161-21-22

III

Res. No. 162- 21 - 22. By Alderpersons Mitchell and Filicky-Peneski.
March 7, 2022.

A RESOLUTION confirming the exercise of police power in making an assessment for the benefited properties against which assessments are proposed for Parking Assessment District No. 2.

RESOLVED: That the assessments and schedule for the proposed assessments prepared by the City of Sheboygan for Parking Assessment District No. 2, are hereby confirmed, and the City Clerk is authorized and directed to publish the notices required by law.

FAP

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Res. No. 162-21-22 by Alderpersons Mitchell and Filicky-Peneski confirming the exercise of police power in making an assessment for the benefited properties against which assessments are proposed for Parking Assessment District No. 2

REPORT PREPARED BY: Finance Director Kaitlyn Krueger

REPORT DATE: March 10, 2022

MEETING DATE: March 14, 2022

FISCAL SUMMARY:

Budget Line Item: N/A
 Budget Summary: N/A
 Budgeted Expenditure: N/A

STATUTORY REFERENCE:

Wisconsin Statutes: N/A
 Municipal Code: N/A

BACKGROUND / ANALYSIS:

Each year the City of Sheboygan assess each parking district for its portion of expenses related to the operating and maintenance of off-street parking. Revenues for each district offset the expenses and any residual is assessed to the businesses in that district.

STAFF COMMENTS:

The assessment is calculated after the year is complete and all known expenses are accounted for. For the year 2021, the amount that will be assessed to the businesses is \$53,099.77.

ACTION REQUESTED:

Motion to recommend the Common Council approve Res. No. 162-21-22

ATTACHMENTS:

- I. Res. No. 162-21-22

III

Res. No. 163 - 21 - 22. By Alderpersons Mitchell and Filicky-Peneski.
March 7, 2022.

A RESOLUTION confirming the exercise of police power in making an assessment for the benefited properties against which assessments are proposed for Parking Assessment District No. 4.

RESOLVED: That the assessments and schedule for the proposed assessments prepared by the City of Sheboygan for Parking Assessment District No. 4, are hereby confirmed, and the City Clerk is authorized and directed to publish the notices required by law.

FAP

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Res. No. 163-21-22 by Alderpersons Mitchell and Filicky-Peneski confirming the exercise of police power in making an assessment for the benefited properties against which assessments are proposed for Parking Assessment District No. 4

REPORT PREPARED BY: Finance Director Kaitlyn Krueger

REPORT DATE: March 10, 2022

MEETING DATE: March 14, 2022

FISCAL SUMMARY:

Budget Line Item: N/A
 Budget Summary: N/A
 Budgeted Expenditure: N/A

STATUTORY REFERENCE:

Wisconsin Statutes: N/A
 Municipal Code: N/A

BACKGROUND / ANALYSIS:

Each year the City of Sheboygan assess each parking district for its portion of expenses related to the operating and maintenance of off-street parking. Revenues for each district offset the expenses and any residual is assessed to the businesses in that district.

STAFF COMMENTS:

The assessment is calculated after the year is complete and all known expenses are accounted for. For the year 2021, the amount that will be assessed to the businesses is \$9,178.83.

ACTION REQUESTED:

Motion to recommend the Common Council approve Res. No. 163-21-22

ATTACHMENTS:

- I. Res. No. 163-21-22

III

Res. No. 164 - 21 - 22. By Alderpersons Mitchell and Filicky-Peneski.
March 7, 2022.

A RESOLUTION confirming the exercise of police power in making an assessment for the benefited properties against which assessments are proposed for Parking Assessment District No. 5.

RESOLVED: That the assessments and schedule for the proposed assessments prepared by the City of Sheboygan for Parking Assessment District No. 5, are hereby confirmed, and the City Clerk is authorized and directed to publish the notices required by law.

FHP

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Res. No. 164-21-22 by Alderpersons Mitchell and Filicky-Peneski confirming the exercise of police power in making an assessment for the benefited properties against which assessments are proposed for Parking Assessment District No. 5

REPORT PREPARED BY: Finance Director Kaitlyn Krueger

REPORT DATE: March 10, 2022

MEETING DATE: March 14, 2022

FISCAL SUMMARY:

Budget Line Item: N/A
 Budget Summary: N/A
 Budgeted Expenditure: N/A

STATUTORY REFERENCE:

Wisconsin Statutes: N/A
 Municipal Code: N/A

BACKGROUND / ANALYSIS:

Each year the City of Sheboygan assess each parking district for its portion of expenses related to the operating and maintenance of off-street parking. Revenues for each district offset the expenses and any residual is assessed to the businesses in that district.

STAFF COMMENTS:

The assessment is calculated after the year is complete and all known expenses are accounted for. For the year 2021, the amount that will be assessed to the businesses is \$18,307.34.

ACTION REQUESTED:

Motion to recommend the Common Council approve Res. No. 164-21-22

ATTACHMENTS:

- I. Res. No. 164-21-22

III

Res. No. 166 - 21 - 22. By Alderpersons Mitchell and Filicky-Peneski.
March 7, 2022.

A RESOLUTION approving the Green Tier Legacy Communities 2021 Annual Sustainability Report and directing that the document be submitted to the Wisconsin Department of Natural Resources.

WHEREAS, the City of Sheboygan joined the Green Tier Charter in 2013, and the Charter provides valuable networking, grant opportunities, and resources for the City's sustainability initiatives; and

WHEREAS, a requirement of being a member of the Charter, is that an Annual Report be submitted by the end of March each year; and

WHEREAS, the City Sustainability Coordinator and City staff have prepared the annual report, a copy of which is attached hereto, which outlines the City of Sheboygan's 2021 sustainable accomplishments.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby approves the Green Tier Legacy Communities 2021 Annual Sustainability Report and directs City staff to submit the report to the Wisconsin Department of Natural Resources, the lead State agency in the Charter.

FP

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

Dated _____ 20____. _____, City Clerk

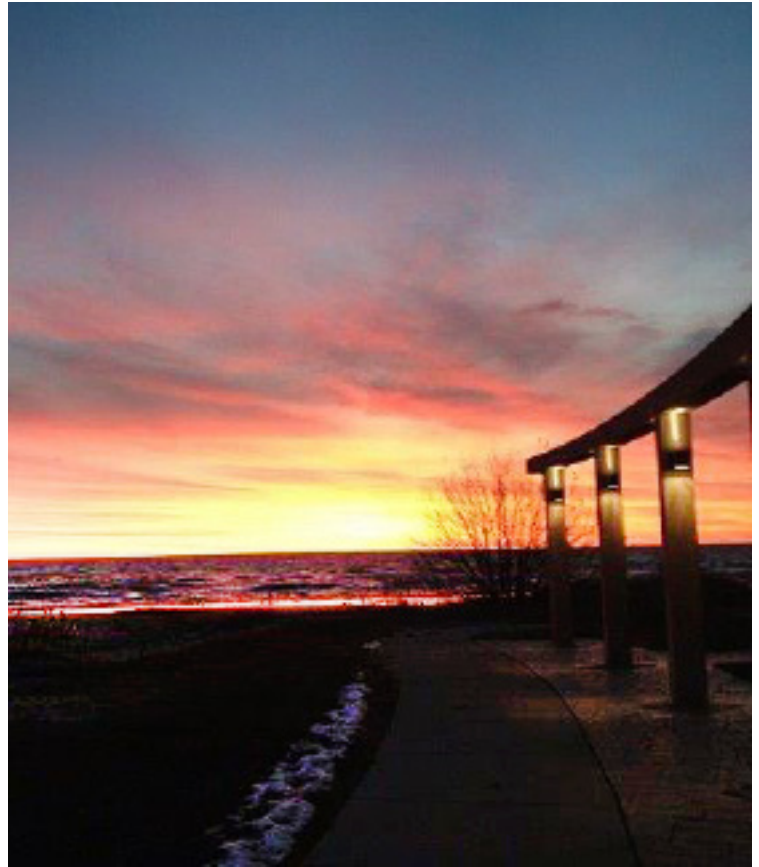
Approved _____ 20____. _____, Mayor



Green Tier Legacy Communities City of Sheboygan 2021 Annual Sustainability Report



In 2021, coordination of Sheboygan's sustainability efforts occurred through quarterly green team meetings of those city departments implementing strategies to be more sustainable in their operations. Additional conversations have occurred with our key partners including Alliant Energy/Edgewater Generating Station and Wisconsin Public Service Corporation. City staff have been working very closely with Alliant Energy and their consultant on planning related to the upcoming shutdown of the coal-fired Edgewater Generation Station.



Shoreline Metro

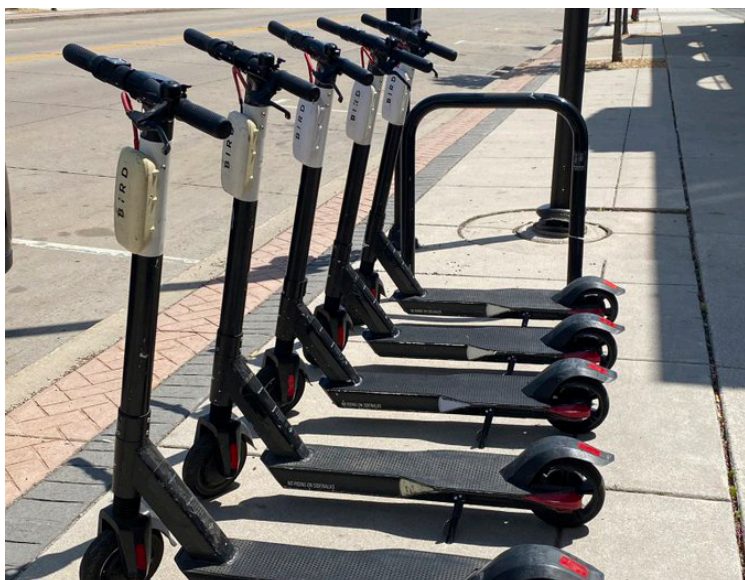
Due to the nature of the COVID-19 Pandemic, Shoreline Metro had to make some adjustments to ensure the safety of riders. All Shoreline Metro buses required riders to wear masks, riders were encouraged only to make essential trips to reduce the amount of unnecessary contact, during peak hours of the day, and finally, supplemental buses and shuttles were utilized to accommodate the capacity limit of 15 riders per bus.



Bird Scooters

In April of 2021 the Common Council adopted an ordinance which would allow electric scooters to be used on the City streets. In May, Bird Rides Inc. deployed 50 rentable electric scooters into the City and by the end of the summer 100 scooters were available. The scooters can be rented through an app and then left at the rider's destination for other users to use.

In Bird's first summer in Sheboygan there were 523 active commuters who took 30,418 rides overall for a total of 55,941 miles traveled. These scooters have proven to be popular in their first season here and are a more environmentally friendly alternative to traditional modes of transportation.



Bike Lanes and Paths

Notable projects for 2021 included reestablishing 18 miles of bike lane lines throughout the City of Sheboygan, the second phase of this project will be completed in 2022, which will include enhancing the "shared roadway" markings. Another notable project included fabricating and installing bike path signs alongside a newly established bike path through Kiwanis Park. The Division also worked with Sheboygan and Fond du Lac Counties Planning Departments on extending the Old Plank Trail signs on the newly developed trail system along State Hwy 23's expansion project.

ADA Sidewalk Improvements

The Department of Public Works concrete crews have been placing more yards of concrete due to the installation of American's with Disabilities Act accessible ramps. The crews work with the Engineering Division to learn how to use laser levels and set the proper grade for the accessible ramps. Crew members have also attended seminars to learn about the specific grades and requirements of the ADA Act. In 2021, streets crews installed the ADA-compliant ramps on our paving projects: South 12th Street, Superior Avenue, Park Avenue.

Alliant Energy Solar Farm

Alliant Energy and the City of Sheboygan reached an agreement to install a 1-megawatt (MW) solar facility in the Sheboygan Business Center on land leased from the City of Sheboygan with 3,042 ground mounted solar panels having been installed. The solar facility will add clean energy to the grid and help power the community for decades. Renewable energy is expected to attract new businesses to the area, especially companies looking to achieve their environmental, social, and corporate governance (ESG) goals. This unique partnership provides Alliant Energy and the City of Sheboygan an opportunity to create a clean energy future. The solar facility is expected to be operational by the end of 2021. In addition to the creation of the solar farm, Alliant Energy will be retiring their coal powered Edgewater plant by the end of 2022, one of the two last remaining coal plants in Wisconsin.



Sol-Smart Bronze Designation

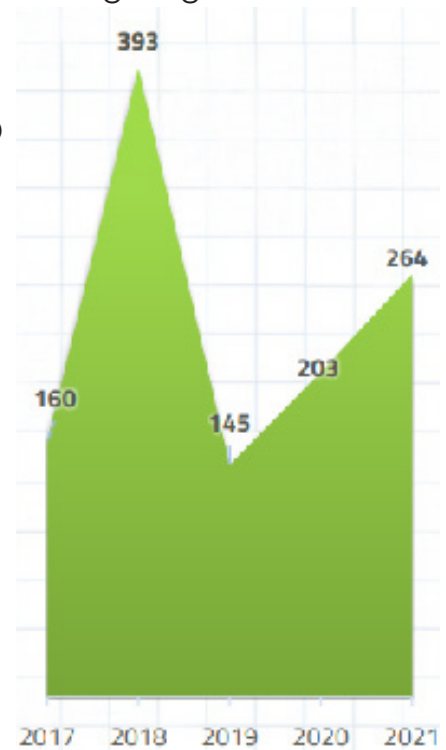
SolSmart is a designation program developed by The Solar Foundation (TSF) to assist and recognize communities that act to cut red tape and improve local solar market conditions by making it faster, easier and, more affordable to go solar in their jurisdiction. 2021 marks the third year Sheboygan has held this designation.



Conversion to LED Lights

The Facilities and Traffic Division of the Department of Public Works updated and installed 44 new LED Lumec light poles on 8th Street from Center Avenue to Virginia Avenue to include the side streets. Along with updating the light poles, all underground wiring and overcurrent protection were replaced. Once completed, the project will convert 264 Sternberg light poles to energy efficient Lumec light poles with an annual energy savings of \$7,195. The division also retro-fit 190 Phillips Gardco Street light fixtures to energy efficient LED's which results in an annual energy savings of \$8,090.

LED Street Lighting Conversion



Anti-icing Prior to Snow Events

The Department of Public Works has started to use brine to treat the roadways. The use of brine (anti-icing) is applied up to three days prior to a snow event which prevents the snow and ice from forming a bond with the road surface. By using brine our salt usage was cut by 42% which reduces the amount of salt that bounced and scattered into the curb lines. In the 2020-2021 season the city saw 16 snow events for a total of 39 inches of snow using 2,276 tons of salt.

Replacing Sanitary Manholes

During the 2021 construction season, the DPW replaced 62 sanitary maintenance holes. The division uses precast concrete maintenance holes as replacements. They are often replacing cream city brick maintenances holes built by hand in the late 1800s. Using precast structures makes for faster and easier repairs, limiting the amount of time our employees are working in an excavation. Precast structures also limit the amount of infiltration from ground and surface water.

Along with replacing sanitary manholes, crews replaced catch basins and storm water manholes. Replacing the entire manhole with a precast concrete one is more effective methods over the long term because they allow little opportunity for groundwater infiltration.

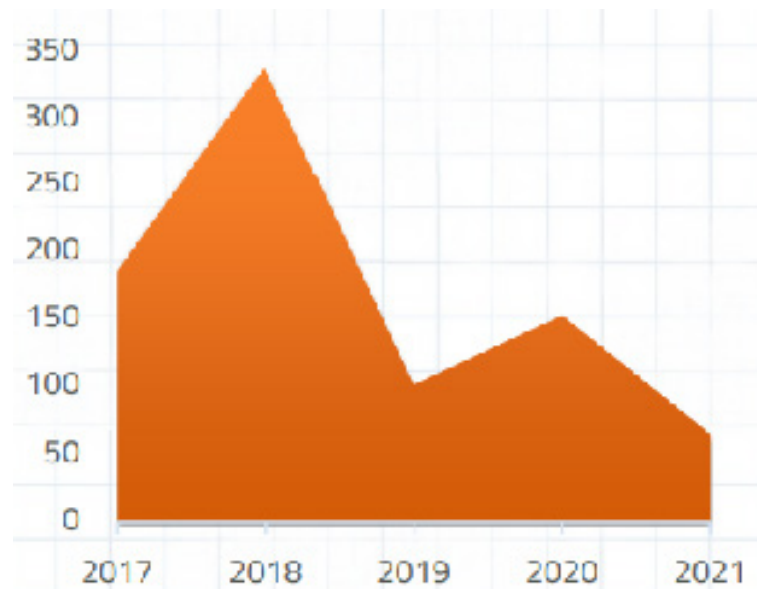


Street Sweeping and Sanitation

Due to water quality concerns, the State of Wisconsin now requires the City to permit its storm sewer system through the Wisconsin Department of Natural Resources (WDNR). The permit requires "best management practices" (BMP) to ensure water quality. Two major BMP are street sweeping and catch basin cleaning. In 2000, the Streets Division started to systematically clean catch basins. Prior to this period, the Division cleaned basins only on a complaint basis. The first year experienced a large amount of tonnage collected due to the infrequent cleaning in the past. In 2021, the Department of Public Works removed over 65 tons of debris from the catch basins.

The Department of Public Works also dispatches four street sweepers to comply with the WDNR's storm water permit requirements. During early spring, the DPW will dispatch all four sweepers for heavy sweeping. After, the City has been completely swept one time; two sweepers are kept on through the rest of the year as weather permits. In 2021, the Department swept over 7,330 miles of curb line and removed 715 tons of debris from the City streets.

Catch Basin Debris Removed (Tons)



Recycling and Composting

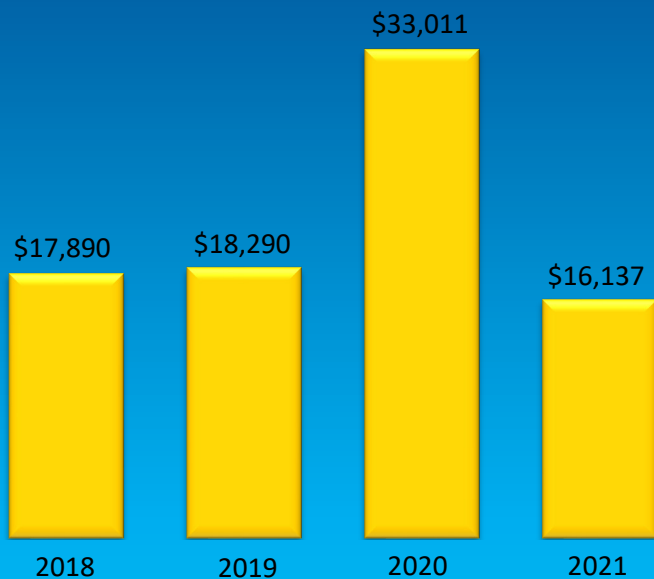
This year, the city collected 3,425 tons of recycling at the curb. 265 tons of scrap metal and 11,170 gallons of oil were also recycled. Additionally, 1,252 tons of leaves and 2,676 tons of yard waste were collected and sent to a vendor for composting. The city spent \$16,137 on branch grinding to create mulch for residents and city use.

Residential Recycling Center

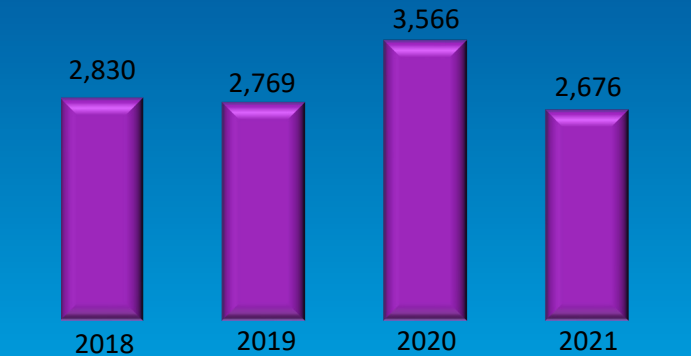
The Residential Recycling Center is a drop-off site that provides residents with a place to dispose scrap metal, yard waste, waste oil, and many other items not picked-up with curbside collection or banned from landfills. Currently, there is no charge for this service. The following is a summary of the utilization of the drop-off site.

DPW RECYCLING CENTER STATISTICS

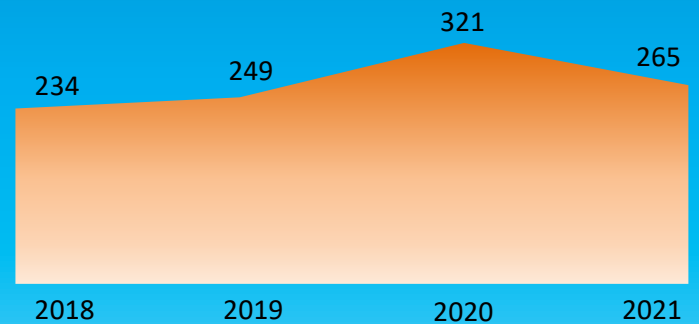
Annual Cost to Grind Branches



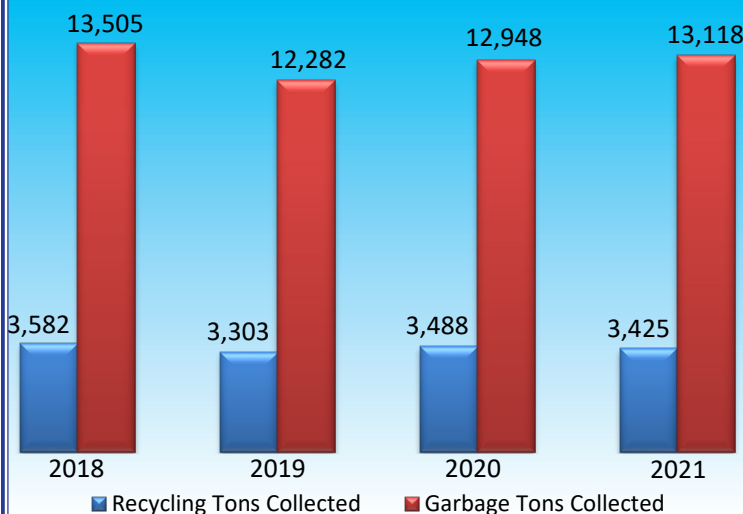
Annual Cost to Grind Branches



Scrap Metal Collected (Tons)



Refuse/Recycling Curbside Collection



Used Motor Oil Collected (Gallons)



Bluff Restoration

The Parks Division continues to work with Lakeshore Natural Resource Partnership, and several other partners to hire Wisconsin Conservation Corps (WisCorps) to remove and chemically treat a variety of invasive species. Stantec, an environmental engineering consultant, is instrumental in working with WisCorps along the North Point Bluff. WisCorps were able to work two weeks on the bluff again in 2021. Part of the Bluff Restoration Project will be the continued invasive removals and planting of a variety of native grass seed, trees, and shrubs for erosion control.



Green Infrastructure Funding Academy

American Rivers/Corona Environmental Consultants and Water Now Alliance is a group that provides training and consulting to smaller cities in hopes of creating the best opportunities for “incentivizing, funding and financing green infrastructure.” From January to June 2021, Sheboygan engaged in networks and provided materials relevant to green infrastructure development. By the end of 2021, Sheboygan was provided analysis, recommendations and case studies to begin establishing an incentive program, TIF program options, ordinances and mandates, financial accounting of relevant state and local policy, debt-financing options, and more all surrounding Sheboygan’s future of green infrastructure.

Remove the Degradation of Benthos BUI from the Sheboygan River Area of Concern

The “Degradation of Benthos” Beneficial Use Impairment is now officially removed from the Sheboygan River Area of Concern (AOC). The target to remove this BUI included three parts: 1) known contamination sources have been identified and control measures have been implemented, 2) all remediation actions for contaminated sediment have been completed and are monitored according to their approved plan, and 3) that the site is evaluated as statistically similar to a reference site with similar habitat and minimal sediment contamination. Environmental Protection Agency recently announced that they agree the BUI removal goal has been achieved. EPA’s concurrence recognizes the improving environmental conditions here. This accomplishment is another step toward delisting the AOC.



Tree City USA & Tree City of the World

The Tree City USA program provides direction, technical assistance, public attention and national recognition for urban and community forestry programs in thousands of towns and cities. The Arbor Day Foundation recently published their Tree City USA Summary for 2020 and Sheboygan is proud to continue to be the longest running active Tree City USA community in Wisconsin – we’ve got 43 years! In 2021, Sheboygan also celebrated its first year being designated a “Tree City of the World”, the only city in Wisconsin with this designation.

ROOTS Grant

In 2021, the Sheboygan Rotary Club through its Restoration Of Our Trees Sheboygan (ROOTS) initiative in cooperation with the City and County of Sheboygan and the Alliant Energy Foundation's Million Trees Program, kicked off a collaborative reforestation project to plant the first 100 trees in nine of the City's most widely used recreational parks. During the kickoff, the Alliant Energy Foundation announced the Million Tree Program grant of \$70,000 to ROOTS in support of its collaborative public-private sector reforestation efforts in Sheboygan and other municipal areas in the County served by the utility.

The collaborative funding by the Alliant Energy Foundation's multi-state Million Trees Program and the County Stewardship Program directly supports the Sheboygan Rotary Club ROOTS initiative started in 2018 to combat the devastation of public forests throughout the County caused by the Emerald Ash Borer.



Pollinator Habitat

The City of Sheboygan developed habitat for bees, birds, butterflies, and other pollinators in their communities thanks to American Transmission Co.'s Pollinator Habitat Program. Greenspace on Kohler Memorial Drive was transformed into a beautiful pollinator friendly habitat. Perennial plants create waves of color for people entering the city to enjoy throughout the growing season and serve as an important food source for native pollinators.



ROOTS Receives "Project Partnership" Award

Restoration Of Our Trees Sheboygan (ROOTS) is a collaborative effort between the Sheboygan Rotary Club and Lakeshore Natural Resource Partnership, created to address emerald ash borer's (EAB) threat to Sheboygan County's rich forestry resources. ROOTS has been awarded the Project Partnership Award in Urban Forestry from The Wisconsin Urban Forestry Council, which recognizes outstanding projects utilizing partnerships to benefit our urban forests. In 2021, ROOTS formed a new grant program for local governments in Sheboygan County to help them manage ash trees beyond putting new trees in the ground and focusing on planning and public awareness. This project has demonstrated that collaboration brings enormous advantages for both the urban forest and its people.

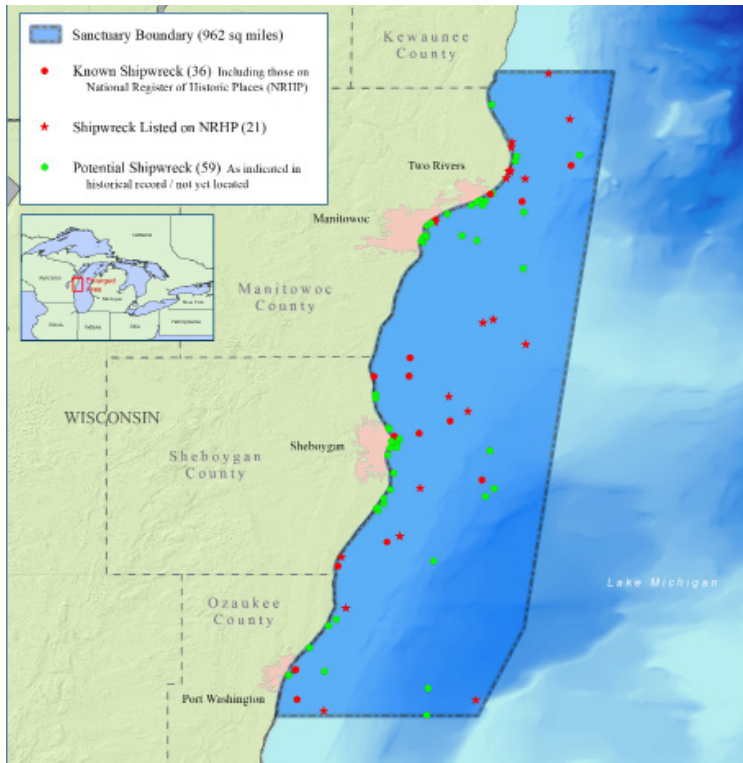


ROOTS

RESTORATION OF OUR TREES SHEBOYGAN

New National Marine Sanctuary

The 962-square mile area of Lake Michigan, named Wisconsin Shipwreck Coast National Marine Sanctuary, was designated in June 2021 by NOAA with widespread support from a diverse coalition of organizations and individuals at local, state, regional, and national levels. The sanctuary will protect and celebrate the region's maritime cultural heritage while creating unique research, educational, recreational, and tourism opportunities.

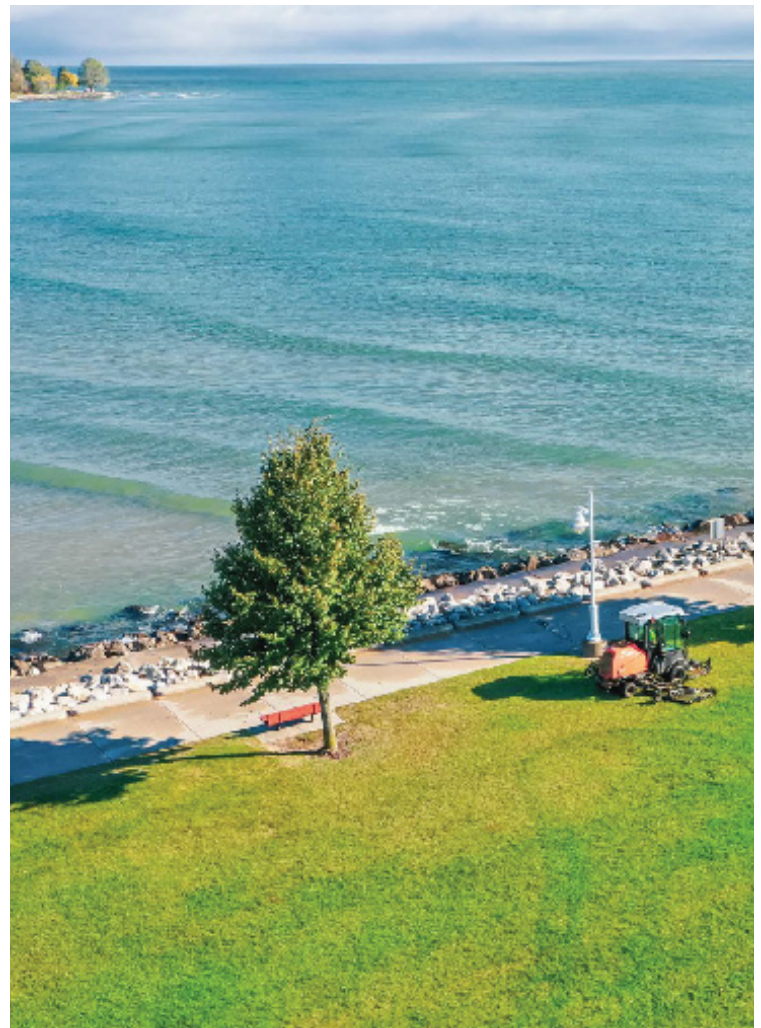


Forestry

In 2021, the forestry division planted 467 trees, re-treated 749 ash trees, removed 384 ash trees, and removed 289 other dead, dying, or hazardous trees. Through the financial assistance of the Sheboygan County Stewardship Fund, along with Restoration Of Our Trees (ROOTS) and Alliant Energy, the Department of Public Works was able to construct a Tree Gravel Bed which will assist in planting healthier bare root trees, at a lower cost, along city streets and in city parks. Use of the Tree Gravel Bed will allow for at least 600 trees to be planted every year.

Wisconsin's Department of Administration Awards Sheboygan with \$50,000 Grant

The State of Wisconsin's Department of Administration presented a \$50,000 grant supporting \$25,000 toward "Comprehensive Outdoor Recreation and Coastal Resources Planning" and \$25,000 toward a "Shoreline Restoration Plan". This is part of an overall grant program awarding \$1.4 million to Wisconsin's coastal communities. The City of Sheboygan's Department of Public Works will participate along with Wisconsin Coastal Management Program to use the grant monies to establish design and repair guidelines that will repair and prevent erosion along the Lake Michigan waterfront. This plan will guide future shoreline restoration efforts and provide resiliency in an environmentally sustainable way with improving public access.



Maywood Environmental Park

Ellwood H. May Environmental Park, or more commonly referred to as, “Maywood,” is Sheboygan’s largest park with 135-acres of unique property that has been converted back into a natural state including six unique habitats; Prairie, Pine Forest, Mixed Hardwood Forest (Maple Forest), Ponds, Wetlands and the Pigeon River. The property also has an arboretum, a butterfly and humming bird garden, and a fantastic Ecology Center.

Maywood’s primary focus is environmental education and stewardship. Programs offer educational and outdoor experiences designed to connect people of all ages to the natural world. In 2018, Maywood worked with the Sheboygan Area School District and Camp Y-Koda to offer a preschool program. The program has grown and now offers morning and afternoon sessions that offer a hands-on nature-based learning experience. The nature school was able to earn a recycled plastic bench by engaging the community and collecting plastic bags that may otherwise end up in landfills. Several other programs are also offered gear to people of all ages. OWLS (Older, Wiser, Livelier Scholars) connects the community to nature with seasonal hikes and hands-on activities. Yoga programs are also offered to allow for the community to practice yoga in a nature setting.

While the COVID-19 pandemic is still effecting many businesses and organizations throughout Sheboygan, Maywood has seen an increase in visitors.



Mead Seed Library & Plant Exchange

Mead Seed Library is a collection of open-pollinated and heirloom seeds that can be borrowed to plant and grow at home. The seed collection depends on donations. Residents can use free, locally donated seeds from the library to grow their own vegetables and flowers. Then, participants can let some go to seed and return some of the next generation seeds for others to borrow.

Along with the seed library, Mead Public Library also offers a plant exchange where residents can swap plants with your neighbors. You can leave a plant cutting, take a plant cutting, or both!



Livability Plan

Planning and Development Division staff have been highly involved in advancing Sheboygan’s livability and age friendly goals though their participation and leadership in the Sheboygan For All Task Force. This group, headed by the Director of Senior Services, completed a plan to advance livability work within city departments, as well as in the community. In 2019 the plan was accepted by AARP, advancing Sheboygan as an AARP Age Friendly Livability Community.

All Abilities Purple Octopus Playground

Above and Beyond Children's Museum is working to install a fully ADA-accessible public outdoor playground called the Purple Octopus Playground in their outdoor green space. Downtown Sheboygan does not currently have a public outdoor play space that is specifically ADA-accessible. The playground is being designed with ADA-accessible components including a wheelchair transfer platform in the head of the octopus and ground-level accessible equipment and swing set. It's part of an outdoor exhibit that children of all backgrounds and abilities will have the opportunity to interact with.



Beach Cleanups

Through a partnership with Alliance for the Great Lakes, and Lakeshore Natural Resource Partnership, many of Sheboygan's community organizations participate in organized beach clean-ups. The COVID-19 pandemic limited the size and frequency of these cleanups in 2020, but in 2021 these efforts resumed to a larger scale and continue to bring community members together around a shared passion for keeping Sheboygan's greatest asset clean and healthy. In 2021, six beach cleanups were held on two days, one in the spring and one in the fall, cleaning up four of Sheboygan's parks on the lake front.

Ongoing Wellness Committee & Initiatives

In 2016 the City of Sheboygan established an employee-based wellness committee. This committee meets on a regular basis and is tasked with creating a working environment that creates and supports a healthy lifestyle, and wellness for all employees. The wellness committee maintains the Healthy Citizen of Sheboygan (COS) Facebook page.



The City has implemented a new wellness program for 2021 called Go365 through Humana. This program allows employees to earn rewards for completing different healthy activities. These activities can range from workouts, preventive exams, challenges, and many more. This is a great way to help people be accountable for their own health and wellness and work towards their personalized goals.



In 2019, the Department of City Development created a Sustainability Guidebook to be used by the community to increase sustainability projects, making more sustainable lives accessible to everyone.

The strategies and projects in the Guidebook cover a wide gamut, from quick and easy projects that can be completed in a few hours to larger, more complex ones. Every strategy can be scaled up or down to meet the needs of an individual, a large organization, or any size in between. Organizations of all sizes and people of all ages, abilities, and means can make sustainability a reality.

This guidebook is a practical guide to sustainable strategies and projects that can be used by community groups, neighborhood association, non-profits, or even individuals looking for inspiration and information. This guide leads users through each project from explanation to completion and ongoing maintenance. The Guidebook is divided into eight sections, and each section includes detailed how-to instructions, and local resources.

The Guidebook sections include:

Community Gardens

A community garden is a parcel of land in an urban or suburban setting where members of the community can rent individual plots of land to grow their own food.

Waste Stream Management

Waste stream management begins with monitoring where different types of waste currently go and how they might be diverted to somewhere less harmful and more useful—for example, from a landfill to a recycling plant. Monitoring also includes monitoring how much waste is produced and determining how waste can be reduced.



Local Food and Growing Food

Choosing to eat local food is a sustainable choice because it drastically reduces the energy needed for transportation. Buying local food also supports your local economy. Finally, eating locally can be healthier.

Native Landscaping and Stormwater Plantings

Native species need less maintenance than species from a very different climate and will be well-adapted to endure local weather conditions. One large benefit of planting native species is the reduced maintenance cost and time. Native plants require much less fertilizer, which has less negative downstream effects on water quality.

Water Protection and Conservation

Water protection and conservation projects include projects that typically use less water and that do not harm the water system. These types of projects can be done both inside and outside.

Energy Saving

Performance will remain the same—or even increase—and power bills will go down, so the only differences you will notice are positive ones. Energy efficiency projects include energy efficient lighting, programmable or smart thermostat, insulating water heaters and hot water pipes and sealing air leaks.





CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Res. No. 166-21-22, a Resolution approving the Green Tier Legacy Communities 2021 Annual Sustainability Report and directing that the document be submitted to the Wisconsin Department of Natural Resources.

REPORT PREPARED BY: Chad Pelishek, Director of Planning and Development

REPORT DATE: March 9, 2022

MEETING DATE:

March 14, 2022

FISCAL SUMMARY:

Budget Line Item:
 Budget Summary: N/A
 Budgeted Expenditure: N/A
 Budgeted Revenue: N/A

STATUTORY REFERENCE:

Wisconsin N/A
 Statutes:
 Municipal Code: N/A

BACKGROUND / ANALYSIS:

The City of Sheboygan is a member of the Green Tier Legacy Communities Charter since 2013. One of the requirements of being part of the charter is submitting an annual sustainability report. The Department of the Planning and Development has served as the city department that works with the charter on sustainable goals for the city. The department in partnership with the Department of Public Works puts together the annual report on sustainability accomplishments. The areas of focus that are highlighted in this report follows the areas of focus provided by the Green Tier Legacy Charter. They include transportation, energy, water, waste, land use, and community. More information can be found in the report.

STAFF COMMENTS:

None

ACTION REQUESTED:

Motion to recommend Common Council to approve Res. No. 166-21-22 approving the Green Tier Legacy Communities 2021 Annual Sustainability Report and directing that the document be submitted to the Wisconsin Department of Natural Resources.

ATTACHMENTS:

- I. Res. No. 166-21-22