



# FINANCE AND PERSONNEL COMMITTEE MEETING AGENDA

**December 26, 2023 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 - Alderperson Felde may attend remotely
3. Pledge of Allegiance
4. Introduction of Committee Members and Staff

## MINUTES

5. Approval of Minutes - December 11, 2023

## ITEMS FOR DISCUSSION AND POSSIBLE ACTION

6. Res. No. 121-23-24 / December 18, 2023: A RESOLUTION authorizing an amendment in the 2023 budget and directing the Finance Director to transfer the Marina Fund advance from the Debt Service Fund to the General Fund.
7. Res. No. 122-23-24 / December 18, 2023: A RESOLUTION authorizing the City Clerk to execute all necessary documents to purchase nine (9) Badgerbook servers and thirty-six (36) Badgerbook client devices with associated equipment and authorizing the Finance Director to complete an adjustment to the 2024 budget for the purchase.
8. Res. No. 125-23-24 / December 18, 2023: A RESOLUTION authorizing an amendment in the 2024 Marina Fund budget due to change in management structure.
9. Res. No. 126-23-24 / December 18, 2023: A RESOLUTION authorizing an amendment in the 2024 budget and directing the Finance Director to create a special revenue fund for the transfer of revenues and expenses to the City related to Uptown Social activities.
10. Res. No. 127-23-24 / December 18, 2023: A RESOLUTION authorizing entering into a Development Agreement with Partners for Community Development, Inc. and KG Development Group LLC regarding an affordable housing project to be located at the corner of North 13th Street and Erie Avenue.

11. Res. No. 128-23-24 / December 18, 2023: A RESOLUTION authorizing an amendment in the 2024 budget and obligating \$3,600,000 of American Rescue Plan Act ("ARPA") funds and \$250,000 of Community Development Block Grant ("CDBG") funds to the Gateway Apartments at North 13<sup>th</sup> Street and Erie Avenue, including parcel numbers 59281204550, 59281204560, 59281204570, and 59281204580 per the Development Agreement.

#### **DATE OF NEXT REGULAR MEETING**

12. Next Meeting Date - January 8, 2024

#### **ADJOURN**

13. Motion to Adjourn

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

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

**CITY OF SHEBOYGAN  
RESOLUTION 121-23-24**

**BY ALDERPERSONS MITCHELL AND FILICKY-PENESKI.**

**DECEMBER 18, 2023.**

A RESOLUTION authorizing an amendment in the 2023 budget and directing the Finance Director to transfer the Marina Fund advance from the Debt Service Fund to the General Fund.

WHEREAS, the Marina Fund currently has an advance from the Debt Service Fund on its balance sheet totaling \$2,987,234.33 from previous year cash shortages; and

WHEREAS, transfers from the Debt Service Fund to another operating fund is not allowable due to regulations surrounding the tax levy for debt service requiring this correction; and

WHEREAS, the General Fund has sufficient fund balance to transfer the Marina Fund advance out of the Debt Service Fund; and

WHEREAS, city staff is currently working through a plan to repay the Marina Fund's advance.

NOW, THEREFORE, BE IT RESOLVED: That the Finance Director is hereby authorized and directed to transfer funds in the amount of \$2,987,234.33 from the General Fund to the Debt Service Fund to be reflected on the 12/31/2023 financial statements via the following budget amendment:

INCREASE:

|   |                |
|---|----------------|
| General Fund – Finance – Interfund Transfers Out<br>(Acct. No. 101150-811100) | \$2,987,234.33 |
|---|----------------|

|   |                |
|---|----------------|
| General Obligation Debt Fund – GO Debt – Interfund Transfers In<br>(Acct. No. 301-492000) | \$2,987,234.33 |
|---|----------------|

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

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

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

**CITY OF SHEBOYGAN  
RESOLUTION 122-23-24**

**BY ALDERPERSONS MITCHELL AND FILICKY-PENESKI.**

**DECEMBER 18, 2023.**

A RESOLUTION authorizing the City Clerk to execute all necessary documents to purchase nine (9) Badgerbook servers and thirty-six (36) Badgerbook client devices with associated equipment and authorizing the Finance Director to complete an adjustment to the 2024 budget for the purchase.

WHEREAS, the City currently utilizes printed poll books; and

WHEREAS, electronic poll books are utilized to check in voters, process Election Day registrations (EDR), and record absentee participation; and

WHEREAS, the upgrade to electronic poll books improves efficiency by scanning only State acceptable proof of identification; and

WHEREAS, the upgrade would also increase efficiency significantly by keeping track of voter numbers and allowing voters to utilize any line at their polling location rather than being required to wait in designated ward lines; and

WHEREAS, additional benefits from electronic pollbooks include the ability: to scan absentee participation rather than paging through paper books, record post-election participation automatically vs manually, and allowing voters to confirm election participation more quickly; and

WHEREAS, electronic poll books are not connected to the internet and are becoming a popular option for many municipalities across Wisconsin.

NOW, THEREFORE, BE IT RESOLVED: That the City Clerk is hereby authorized to execute all necessary documents to purchase nine (9) Badgerbook servers and thirty-six Badgerbook client devices with associated equipment.

BE IT FURTHER RESOLVED: That the Finance Director is hereby authorized to pay for the equipment via the following budget amendment:

INCREASE:

|  |             |
|--|-------------|
| Capital Projects Fund – General Government – Other Equipment<br>(Acct. No. 400100-659100)  | \$95,372.55 |
| Capital Projects Fund – Capital Projects – Fund Equity Applied<br>- (Acct. No. 400-493000) | \$95,372.55 |

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

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Presiding Officer

Attest

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Ryan Sorenson, Mayor, City of  
Sheboygan

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Meredith DeBruin, City Clerk, City of  
Sheboygan



**PDS, A Converge Company**  
N57 W39605 Hwy 16  
Dock 4  
Oconomowoc, Wisconsin 53066  
United States  
(P) 262-569-5300

## Quote (Open)

|   |                                 |                |
|---|---------------------------------|----------------|
| <b>Date</b><br>Nov 20, 2023 09:27 AM CST                      | <b>Expiration</b><br>12/20/2023 | <b>Item 7.</b> |
| <b>Modified Date</b><br>Nov 20, 2023 09:32 AM CST             |                                 |                |
| <b>Quote #</b><br>2279810 - rev 1 of 1                        |                                 |                |
| <b>Description</b><br>2023 Badgerbook Server (Sheboygan)      |                                 |                |
| <b>SalesRep</b><br>Rock, Robbie<br>(P) 262-569-5300           |                                 |                |
| <b>Customer Contact</b><br>Rossman, Steve<br>(P) 608-261-2002 |                                 |                |

### Customer

Wisconsin Elections  
Commission (023332)  
Rossman, Steve  
Madison, WI 53707  
United States  
(P) 608) 261-2035

### Bill To

Wisconsin Elections Commission  
Payable, Accounts  
Madison, WI 53707  
United States  
(P) 608) 261-2035

### Ship To

Wisconsin Elections Commission  
Payable, Accounts  
Madison, WI 53707  
United States  
(P) 608) 261-2035

### Payment Method

Terms: Purchase Order (Credit Card)

|                              |   |                                  |
|------------------------------|---|----------------------------------|
| <b>Customer PO:</b>          | <b>Terms:</b><br>Purchase Order (Credit Card) | <b>Ship Via:</b><br>FedEx Ground |
| <b>Special Instructions:</b> | <b>Carrier Account #:</b>                     |                                  |

| #  | Description  | Part #                  | Qty      | Unit Price      | Total           |
|----|--|-------------------------|----------|-----------------|-----------------|
| 1  | Engage One 14 Touch All-in-One 141 no printer  | 513S2US#ABA             | 9        | \$1,839.00      | \$16,551.00     |
| 2  | <b>Badgerbook Server Configuration</b>   |                         |          |                 |                 |
|    | PDS Configuration Services<br>000522   | 000522                  | 9        |                 |                 |
|    | 2022 - Device Provisioning (Camera, Switch Provisi<br>808475   | 808475                  | 1        |                 |                 |
|    | Imaging Services   | 09137                   | 9        |                 |                 |
|    | Labeling Services  | 09140                   | 9        |                 |                 |
|    | *Save Boxes* For Shipping  | 499888                  | 1        |                 |                 |
|    | Component Repackaging  | 319621                  | 1        |                 |                 |
|    | <b>Bundle Subtotal</b>   |                         | <b>1</b> | <b>\$711.00</b> | <b>\$711.00</b> |
| 3  | WEC IMCT Server H400 BadgerBookAiO 2022  | WEC H400<br>Server 2022 | 9        | \$0.00          | \$0.00          |
| 4  | WEC PollBook Asset Tag   | 2079676                 | 9        | \$0.00          | \$0.00          |
| 5  | E5350 - wireless router - 802.11a/b/g/n/ac - desk  | E5350                   | 9        | \$39.00         | \$351.00        |
| 6  | <b>Router configuration</b>  |                         |          |                 |                 |
|    | PDS Configuration Services<br>000522   | 000522                  | 9        |                 |                 |
|    | Labeling Service<br>009140   | 009140                  | 9        |                 |                 |
|    | 2022 - Device Provisioning (Camera, Switch Provisi<br>808475   | 808475                  | 1        |                 |                 |
|    | Component Repackaging  | 319621                  | 1        |                 |                 |
|    | <b>Bundle Subtotal</b>   |                         | <b>1</b> | <b>\$261.00</b> | <b>\$261.00</b> |
| 7  | ENGAGE PUBS THERMAL PRINTER  | 299V0AA                 | 9        | \$0.00          | \$0.00          |
| 8  | 6FT PUBS CBL BLK CABL  | 5C2B8AA                 | 9        | \$0.00          | \$0.00          |
| 9  | Thermal Receipt Paper, 3.125"x230', 10pk   | RPT3.125-230-<br>10PK   | 9        | \$35.00         | \$315.00        |
| 10 | USB Desktop 320MK Mouse and Keyboard<br>Keyboard and mouse set - USB - US - Smart Buy - for ZBook 15u G4, 15u G5, 15u G6, 15v G5, 17 G4, 17 G5, 17 G6,<br>Create G7; ZBook Firefly 14 G9   | 9SR36UT#ABA             | 9        | \$19.00         | \$171.00        |
| 11 | 4yr 9x5 NBD Onsite Support Upgrade, Retail Pkg<br>Extended service agreement - parts and labor - 4 years - on-site - 9x5 - response time: NBD - for Engage Clean Mount,<br>Flex Mini Retail System, Go 10, Go Mobile System, Stability Mount | UL589E                  | 9        | \$119.00        | \$1,071.00      |
| 12 | APC Back-UPS Pro BR 1000VA/600W 10Outlets 2USB UPS<br>UPS - AC 120 V - 600 Watt - 1000 VA - USB, serial - output connectors: 10 - black  | BR1000MS                | 9        | \$205.95        | \$1,853.55      |

13 Kingston DataTraveler Exodia  
USB flash drive - 64 GB - USB 3.2 Gen 1 - black with teal

DTX/64GB 9 \$8.00 \$72.00

Item 7.

**Subtotal: \$21,356.55**  
Tax (.0000%): \$0.00  
Shipping: \$0.00  
**Total: \$21,356.55**

### Terms and Conditions

Unless a specific Master Services & Product Sales Agreement is in effect between the parties, this quote is subject to PDS Terms & Conditions which can be viewed at <http://www.shoppds.com/termsOfsale.aspx>

Shipping and tax amounts are estimated.

Purchases made by credit card may be subject to a 3.5% Convenience Fee at the time of invoicing.

PDS has been notified by numerous technology manufacturers that pricing is subject to rapid change due to global component shortages and related price increases. This situation is not unique to PDS.

Please contact your sales team with additional questions.



**PDS, A Converge Company**  
N57 W39605 Hwy 16  
Dock 4  
Oconomowoc, Wisconsin 53066  
United States  
(P) 262-569-5300

## Quote (Open)

|   |                                 |                |
|---|---------------------------------|----------------|
| <b>Date</b><br>Nov 20, 2023 09:42 AM CST                      | <b>Expiration</b><br>12/20/2023 | <b>Item 7.</b> |
| <b>Modified Date</b><br>Nov 20, 2023 09:44 AM CST             |                                 |                |
| <b>Quote #</b><br>2279812 - rev 1 of 1                        |                                 |                |
| <b>Description</b><br>2023 Badgerbook Client (Sheyboygan)     |                                 |                |
| <b>SalesRep</b><br>Rock, Robbie<br>(P) 262-569-5300           |                                 |                |
| <b>Customer Contact</b><br>Rossman, Steve<br>(P) 608-261-2002 |                                 |                |

### Customer

Wisconsin Elections  
Commission (023332)  
Rossman, Steve  
Madison, WI 53707  
United States  
(P) 608) 261-2035

### Bill To

Wisconsin Elections Commission  
Payable, Accounts  
Madison, WI 53707  
United States  
(P) 608) 261-2035

### Ship To

Wisconsin Elections Commission  
Payable, Accounts  
Madison, WI 53707  
United States  
(P) 608) 261-2035

### Payment Method

Terms: Purchase Order (Credit Card)

|                              |   |                                  |
|------------------------------|---|----------------------------------|
| <b>Customer PO:</b>          | <b>Terms:</b><br>Purchase Order (Credit Card) | <b>Ship Via:</b><br>FedEx Ground |
| <b>Special Instructions:</b> |   | <b>Carrier Account #:</b>        |

| # | Description  | Part #           | Qty      | Unit Price        | Total             |
|---|--|------------------|----------|-------------------|-------------------|
| 1 | Engage One 14 Touch All-in-One 141 w/ Stand Alone  | 513S2US#ABA      | 36       | \$1,839.00        | \$66,204.00       |
| 2 | <b>Badgerbook Client Configuration</b>   |                  |          |                   |                   |
|   | PDS Configuration Services   | 000522           | 36       |                   |                   |
|   | 2022 - Device Provisioning (Camera, Switch Provisi<br>808475   | 808475           | 1        |                   |                   |
|   | Imaging Services   | 09137            | 36       |                   |                   |
|   | Labeling Services  | 09140            | 36       |                   |                   |
|   | *Save Boxes* For Shipping  | 499888           | 1        |                   |                   |
|   | Component Repackaging  | 319621           | 1        |                   |                   |
|   | <b>Bundle Subtotal</b>   |                  | <b>1</b> | <b>\$2,844.00</b> | <b>\$2,844.00</b> |
| 3 | WEC PollBook Asset Tag   | 457736           | 36       | \$0.00            | \$0.00            |
| 4 | WEC IMCT BadgerBookAiO 2022  | WEC H400<br>2022 | 36       | \$0.00            | \$0.00            |
| 5 | ENGAGE PUSB THERMAL PRINTER  | 299V0AA          | 36       | \$0.00            | \$0.00            |
| 6 | 6FT PUSB CBL BLK CABL  | 5C2B8AA          | 36       | \$0.00            | \$0.00            |
| 7 | USB Desktop 320MK Mouse and Keyboard<br>Keyboard and mouse set - USB - US - Smart Buy - for ZBook 15u G4, 15u G5, 15u G6, 15v G5, 17 G4, 17 G5, 17 G6,<br>Create G7; ZBook Firefly 14 G9   | 9SR36UT#ABA      | 36       | \$19.00           | \$684.00          |
| 8 | 4yr 9x5 NBD Onsite Support Upgrade, Retail Pkg<br>Extended service agreement - parts and labor - 4 years - on-site - 9x5 - response time: NBD - for Engage Clean Mount,<br>Flex Mini Retail System, Go 10, Go Mobile System, Stability Mount | UL589E           | 36       | \$119.00          | \$4,284.00        |

**Subtotal: \$74,016.00**  
Tax (.0000%): \$0.00  
Shipping: \$0.00  
**Total: \$74,016.00**

### Terms and Conditions

Unless a specific Master Services & Product Sales Agreement is in effect between the parties, this quote is subject to PDS Terms & Conditions which can be viewed at <http://www.shoppds.com/termsforsale.aspx>



Shipping and tax amounts are estimated.

Purchases made by credit card may be subject to a 3.5% Convenience Fee at the time of invoicing.

PDS has been notified by numerous technology manufacturers that pricing is subject to rapid change due to global component shortages and related price increases situation is not unique to PDS.

*Item 7.*

Please contact your sales team with additional questions.

**CITY OF SHEBOYGAN  
RESOLUTION 125-23-24**

**BY ALDERPERSON MITCHELL AND FILICKY-PENESKI.**

**DECEMBER 18, 2023.**

A RESOLUTION authorizing an amendment in the 2024 Marina Fund budget due to change in management structure.

WHEREAS, the City has contracted the management of the marina to F3 Marina which will end on December 31, 2023; and

WHEREAS, management of the marina will now be handled internally by city staff; and

WHEREAS, F3 Marina previously utilized QuickBooks to track revenues and expenses of the marina which were then pulled into the City's financials via journal entry; and

WHEREAS, with the change to the City managing the marina, the accounting transactions will need to be brought into the City's accounting system.

NOW, THEREFORE, BE IT RESOLVED: That the Finance Director is hereby authorized to amend the 2024 budget via the following transfers:

INCREASE:

|  |           |
|--|-----------|
| Marina Fund – Harbor Centre Marina – Full Time Salaries Regular<br>(Acct. No. 231354-510110) | \$150,134 |
| Marina Fund – Harbor Centre Marina – Temporary Salaries Regular<br>(Acct. No. 231354-510130) | \$117,182 |
| Marina Fund – Harbor Centre Marina – FICA<br>(Acct. No. 231354-520310)                       | \$ 16,574 |
| Marina Fund – Harbor Centre Marina – Medicare<br>(Acct. No. 231354-520311)                   | \$ 3,876  |
| Marina Fund – Harbor Centre Marina – WI Retirement Fund<br>(Acct. No. 231354-520320)         | \$ 10,359 |
| Marina Fund – Harbor Centre Marina – Health Insurance<br>(Acct. No. 231354-520340)           | \$ 20,036 |
| Marina Fund – Harbor Centre Marina – Dental Insurance<br>(Acct. No. 231354-520350)           | \$ 970    |
| Marina Fund – Harbor Centre Marina – Workers Compensation<br>(Acct. No. 231354-520400)       | \$ 1,202  |

|   |           |
|---|-----------|
| Marina Fund – Harbor Centre Marina – Clothing Allowance<br>(Acct. No. 231354-520490)        | \$ 2,000  |
| Marina Fund – Harbor Centre Marina – Contracted Services<br>(Acct. No. 231354-531100)       | \$ 7,065  |
| Marina Fund – Harbor Centre Marina – Financial Service Fees<br>(Acct. No. 231354-531110)    | \$ 900    |
| Marina Fund – Harbor Centre Marina – Insurance Premiums<br>(Acct. No. 231354-531206)        | \$ 17,600 |
| Marina Fund – Harbor Centre Marina – Advertising & Marketing<br>(Acct. No. 231354-531400)   | \$ 18,000 |
| Marina Fund – Harbor Centre Marina – Licenses & Permits<br>(Acct. No. 231354-536120)        | \$ 3,000  |
| Marina Fund – Harbor Centre Marina – Employee Development<br>(Acct. No. 231354-536125)      | \$ 2,000  |
| Marina Fund – Harbor Centre Marina – Gasoline<br>(Acct. No. 231354-540230)                  | \$115,000 |
| Marina Fund – Harbor Centre Marina – Diesel Fuel<br>(Acct. No. 231354-540235)               | \$ 62,000 |
| Marina Fund – Harbor Centre Marina – Service Parts<br>(Acct. No. 231354-540236)             | \$ 19,600 |
| Marina Fund – Harbor Centre Marina – Office Supplies<br>(Acct. No. 231354-540100)           | \$ 5,000  |
| Marina Fund – Harbor Centre Marina – Utilities<br>(Acct. No. 231354-555100)                 | \$ 64,848 |
| Marina Fund – Harbor Centre Marina – Maintenance & Dock Repair<br>(Acct. No. 231354-554240) | \$150,000 |
| Marina Fund – Harbor Centre Marina – Launch Fees<br>(Acct. No. 231-463700)                  | \$ 30,640 |
| Marina Fund – Harbor Centre Marina – Slip Rentals<br>(Acct. No. 231-463705)                 | \$369,075 |
| Marina Fund – Harbor Centre Marina – Transient Slip Rentals<br>(Acct. No. 231-463706)       | \$ 74,700 |
| Marina Fund – Harbor Centre Marina – Service Labor<br>(Acct. No. 231-463710)                | \$ 40,000 |
| Marina Fund – Harbor Centre Marina – Service Parts<br>(Acct. No. 231-463711)                | \$ 19,000 |
| Marina Fund – Harbor Centre Marina – Service Supplies<br>(Acct. No. 231- 463712)            | \$ 600    |
| Marina Fund – Harbor Centre Marina – Gasoline Sales<br>(Acct. No. 231-463720)               | \$178,000 |
| Marina Fund – Harbor Centre Marina – Diesel Sales<br>(Acct. No. 231-463721)                 | \$ 98,000 |

DECREASE:

|   |             |
|---|-------------|
| Marina Fund – Harbor Centre Marina – Marina Receipts<br>(Acct. No. 231-467500)        | \$1,043,250 |
| Marina Fund – Harbor Centre Marina – Marina Operations<br>(Acct. No. 231354-533354)   | \$ 944,356  |
| Marina Fund – Harbor Centre Marian – Contracted Services<br>(Acct. No. 231354-531100) | \$ 102,103  |

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

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Presiding Officer

Attest

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Ryan Sorenson, Mayor, City of  
Sheboygan

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Meredith DeBruin, City Clerk, City of  
Sheboygan

**CITY OF SHEBOYGAN  
RESOLUTION 126-23-24**

**BY ALDERPERSON MITCHELL AND FILICKY-PENESKI.**

**DECEMBER 18, 2023.**

A RESOLUTION authorizing an amendment in the 2024 budget and directing the Finance Director to create a special revenue fund for the transfer of revenues and expenses to the City related to Uptown Social activities.

WHEREAS, the Friends of Uptown Social have historically tracked receipts and expenditures related to certain senior services activities; and

WHEREAS, to remain compliant with debt issuance requirements the City is working with the Friends group to bring the required revenues and expenses into the City's accounting system; and

WHEREAS, to keep the Uptown Social building and programs sufficiently funded, staff is requesting a special revenue fund be created to track these transactions.

NOW, THEREFORE, BE IT RESOLVED: That the Finance Director is hereby authorized and directed to create a Special Revenue Fund for senior services via the following budget amendment:

INCREASE:

|  |           |
|--|-----------|
| Senior Services Fund – Uptown Social – Full Time Salaries Regular<br>(Acct. No. 253530-510110) | \$192,456 |
| Senior Services Fund – Uptown Social – Part Time Salaries Regular<br>(Acct. No. 253530-510120) | \$ 28,470 |
| Senior Services Fund – Uptown Social – FICA<br>(Acct. No. 253530-520310)                       | \$ 13,387 |
| Senior Services Fund – Uptown Social – Medicare<br>(Acct. No. 253530-520311)                   | \$ 3,130  |
| Senior Services Fund – Uptown Social – WI Retirement Fund<br>(Acct. No. 253530-520320)         | \$ 15,161 |
| Senior Services Fund – Uptown Social – Health Insurance<br>(Acct. No. 253530-520340)           | \$ 19,212 |
| Senior Services Fund – Uptown Social – Dental Insurance<br>(Acct. No. 253530-520350)           | \$ 2,576  |
| Senior Services Fund – Uptown Social – Life Insurance<br>(Acct. No. 253530-520360)             | \$ 480    |



|  |           |
|--|-----------|
| Senior Services Fund – Uptown Social – Workers Compensation<br>(Acct. No. 253530-520400)           | \$ 384    |
| Senior Services Fund – Uptown Social – Contracted Services<br>(Acct. No. 253530-531100)            | \$ 13,400 |
| Senior Services Fund – Uptown Social – Financial Services Fees<br>(Acct. No. 253530-531110)        | \$ 10,000 |
| Senior Services Fund – Uptown Social – Advertising & Marketing<br>(Acct. No. 253530-531400)        | \$ 5,000  |
| Senior Services Fund – Uptown Social – IT Service Fund Charges<br>(Acct. No. 253530-533105)        | \$ 24,480 |
| Senior Services Fund – Uptown Social – Software Maint & Subscriptions<br>(Acct. No. 253530-533106) | \$ 1,000  |
| Senior Services Fund – Uptown Social – Employee Development<br>(Acct. No. 253530-536125)           | \$ 5,600  |
| Senior Services Fund – Uptown Social – Vehicle & Parking Expenses<br>(Acct. No. 253530-537100)     | \$ 1,000  |
| Senior Services Fund – Uptown Social – Office Supplies<br>(Acct. No. 253530-540100)                | \$ 26,500 |
| Senior Services Fund – Uptown Social – Program Supplies<br>(Acct. No. 253530-540200)               | \$ 10,000 |
| Senior Services Fund – Uptown Social – Volunteer Expenses<br>(Acct. No. 253530-540220)             | \$ 1,500  |
| Senior Services Fund – Uptown Social – Café Supplies<br>(Acct. No. 253530-540225)                  | \$ 20,000 |
| Senior Services Fund – Uptown Social – Building Main & Repair<br>(Acct. No. 253530-550110)         | \$ 10,000 |
| Senior Services Fund – Uptown Social – Utilities<br>(Acct. No. 253530-555100)                      | \$ 65,000 |
| Senior Services Fund – Uptown Social – Phones<br>(Acct. No. 253530-555120)                         | \$ 400    |
| Senior Services Fund – Uptown Social – Tools & Small Equipment<br>(Acct. No. 253530-560255)        | \$ 5,000  |
| Senior Services Fund – Uptown Social – Office Equipment Maintenance<br>(Acct. No. 253530-563110)   | \$ 2,172  |
| Senior Services Fund – Uptown Social – Janitorial Services<br>(Acct. No. 253530-564130)            | \$ 10,000 |
| Senior Services Fund – Uptown Social – Property Tax Levy<br>(Acct. No. 253-411100)                 | \$347,217 |
| Senior Services Fund – Uptown Social – Uptown Membership Fees<br>(Acct. No. 253-467250)            | \$ 50,000 |
| Senior Services Fund – Uptown Social – Program Service Fees<br>(Acct. No. 253-467255)              | \$ 30,000 |

|   |           |
|---|-----------|
| Senior Services Fund – Uptown Social – Café Revenue<br>(Acct. No. 253-467260) | \$ 40,000 |
| Senior Services Fund – Uptown Social – Trip Profits<br>(Acct. No. 253-467265) | \$ 50,000 |
| Senior Services Fund – Uptown Social – Advertising<br>(Acct. No. 253-461200)  | \$ 10,000 |

DECREASE:

|  |           |
|--|-----------|
| General Fund – General Fund – Contribution Uptown Friends<br>(Acct. No. 101-485005)    | \$ 27,979 |
| General Fund – General Fund – Property Tax Levy<br>(Acct. No. 101-411100)              | \$347,217 |
| General Fund – Uptown Social – Full Time Salaries Regular<br>(Acct. No. 101530-510110) | \$197,456 |
| General Fund – Uptown Social – FICA<br>(Acct. No. 101530-520310)                       | \$ 11,622 |
| General Fund – Uptown Social – Medicare<br>(Acct. No. 101530-520311)                   | \$ 2,717  |
| General Fund – Uptown Social – WI Retirement Fund<br>(Acct. No. 101530-520320)         | \$ 13,197 |
| General Fund – Uptown Social – Health Insurance<br>(Acct. No. 101530-520340)           | \$ 19,212 |
| General Fund – Uptown Social – Dental Insurance<br>(Acct. No. 101530-520350)           | \$ 2,576  |
| General Fund – Uptown Social – Life Insurance<br>(Acct. No. 101530-520360)             | \$ 480    |
| General Fund – Uptown Social – Workers Compensation<br>(Acct. No. 101530-520400)       | \$ 384    |
| General Fund – Uptown Social – Contracted Services<br>(Acct. No. 101530-531100)        | \$ 13,400 |
| General Fund – Uptown Social – IT Service Fund Charges<br>(Acct. No. 101530-533105)    | \$ 24,480 |
| General Fund – Uptown Social – Employee Development<br>(Acct. No. 101530-536125)       | \$ 600    |
| General Fund – Uptown Social – Office Supplies<br>(Acct. No. 101530-540100)            | \$ 1,500  |
| General Fund – Uptown Social – Building Maint & Repair<br>(Acct. No. 101530-550110)    | \$ 10,000 |
| General Fund – Uptown Social – Utilities<br>(Acct. No. 101530-555100)                  | \$ 65,000 |

|  |           |
|--|-----------|
| General Fund – Uptown Social – Phones<br>(Acct. No. 101530-555120)                       | \$ 400    |
| General Fund – Uptown Social – Tools & Small Equipment<br>(Acct. No. 101530-560255)      | \$ 5,000  |
| General Fund – Uptown Social – Office Equipment Maintenance<br>(Acct. No. 101530-563110) | \$ 2,172  |
| General Fund – Uptown Social – Janitorial Supplies<br>(Acct. No. 101530-564130)          | \$ 10,000 |

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

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Presiding Officer

Attest

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Ryan Sorenson, Mayor, City of  
Sheboygan

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Meredith DeBruin, City Clerk, City of  
Sheboygan



**CITY OF SHEBOYGAN  
RESOLUTION 127-23-24**

**BY ALDERPERSONS MITCHELL AND FILICKY-PENESKI.**

**DECEMBER 18, 2023.**

A RESOLUTION authorizing entering into a Development Agreement with Partners for Community Development, Inc. and KG Development Group LLC regarding an affordable housing project to be located at the corner of North 13th Street and Erie Avenue.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Development Agreement Between Partners for Community Development, Inc. and KG Development Group, LLC and the City of Sheboygan, a copy of which is attached hereto and incorporated herein.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

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Presiding Officer

Attest

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Ryan Sorenson, Mayor, City of  
Sheboygan

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Meredith DeBruin, City Clerk, City of  
Sheboygan

**DEVELOPMENT AGREEMENT  
BETWEEN  
PARTNERS FOR COMMUNITY DEVELOPMENT, INC.  
AND  
KG DEVELOPMENT GROUP, LLC  
AND  
THE CITY OF SHEBOYGAN**

**THIS DEVELOPMENT AGREEMENT** (“Agreement”) is entered into by and between the City of Sheboygan, a Wisconsin municipal corporation with a mailing address of 828 Center Ave, Sheboygan, WI 53081 (“City”), Partners for Community Development, Inc., a Wisconsin Non-Stock Corporation with its principal office at 1407 S 13th Street, Sheboygan, WI 53081, and KG Development Group LLC, a Wisconsin limited liability company, with its principal office at 1033 N. Mayfair Rd., Suite 300, Wauwatosa, WI 53226, (collectively, the “Owners”).

**RECITALS**

Owners intend to acquire four parcels of real property on the northeast corner of Erie Avenue and N. 13<sup>th</sup> St. in the City of Sheboygan more particularly described in Exhibit A attached hereto (the “Property”). Owners will construct a 44-unit low income housing tax credit project on the Property (the “Project”). City and Owners (collectively, the “Parties”) agree that the Property is an appropriate location for the Project.

City has received State and Local Fiscal Recovery Funds (“ARPA Funds”) from the United States Department of the Treasury (“Treasury”) pursuant to section 602 of the Social Security Act, as amended by section 9901 of the American Rescue Plan Act of 2021 (the “Act”), and regulations set forth in 31 CFR Part 35 (“ARPA Regulations”). (The Act, the ARPA Regulations, and the Award Conditions (as defined herein) are collectively referred to herein as the “Program Requirements.”)

The City desires to make available a portion of the ARPA Funds in the amount of \$3,600,000 (the “Subaward A”) for use in connection with the development and construction of the Project in accordance with the Program Requirements.

The City has available Affordable Housing Revolving Loan (“AHRL”) funds, which include Community Development Block Grant (“CDBG”) funds. The CDBG funds are from the United States Department of Housing and Urban Development (“HUD”) and are available for the purpose of developing affordable rental housing, pursuant to 24 CFR Part 570.208, (a)(3).

The City’s 2020-2024 Consolidated Plan prioritized stabilization and revitalization of neighborhoods as well as reducing homelessness in the community.

The City desires to make available a portion of the CDBG funds in the amount of \$250,000 (the “Subaward B”) for use in connection with the development of the Project in accordance with the Program Requirements.

## AGREEMENT

**NOW, THEREFORE,** in consideration of the recitals, covenants, and agreements contained in this document, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### ARTICLE I. REPRESENTATIONS AND OBLIGATIONS OF OWNERS

1.1 Purchase of Property. Owners will purchase the Property by no later than March 31, 2024.

1.2 Construction. Owners will commence construction of the Project no later than May 1, 2024 and will achieve substantial completion of the Project within 18 months thereafter. The issuance of a certificate of occupancy for the Project will be conclusive evidence of substantial completion of the Project by Owners. Owners will construct and operate the Project in compliance with all applicable laws and will otherwise abide by the terms of this Agreement.

1.3 Affordable Housing. Owners will operate the Project as affordable housing in accordance with the requirements of the Low Income Housing Tax Credit relating to the Project. Owners will create an affordability and unit mix described in Exhibit B and listed therein. The Owners will not charge more than Fair Market Rents for comparable units in the area as established by HUD under 24 CFR 888.111. These units will also be subject to rent and income restrictions pursuant to the low-income housing tax credit program under Section 42 of the Internal Revenue Code and administration thereof by the Wisconsin Housing and Economic Development Authority in and for the State of Wisconsin (“WHEDA”). At all times, the housing activities will not fall below the requirements of 24 CFR Part 570.208, (a)(3). The Project will be operated as affordable housing subject to this subparagraph for 20 years (the “Period of Affordability”). The Period of Affordability shall terminate on the 20<sup>th</sup> anniversary of the date of project completion, defined as the date final payment is issued by the City. Prepayment of any loan subject to this Agreement prior to the expiration of the Period of Affordability shall not relieve the Borrower of the application of the Period of Affordability requirement.

1.4 Compliance with Program Requirements. Owners will use Subaward A and Subaward B (collectively the “Subawards”) in compliance with the Program Requirements, including, without limitation, the Terms and Conditions for Contracts Funded with Federal Grants Subject to the Uniform Guidance attached hereto as Appendix A (the “Award Conditions”). Owners will keep such records regarding the Project and use of the proceeds of the Subawards that are required to demonstrate compliance with the requirements of the Program Requirements. City and Owners will cooperate with each other in connection with all reporting requirements required pursuant to the Program Requirements. All reference to the Developer in the Award Conditions shall be deemed to refer to the Owners and their successors, agents, and assigns, individually and collectively.

1.5 Use of Subaward B Funding. Owners will use Subaward B funding exclusively for non-construction costs such as Property acquisition, architectural fees, legal fees, developer fees, furnishings, equipment, marketing, title work, accounting, appraisals, and other related “soft” costs (the “Eligible Costs”), and will not use said funding for any other purpose or in any other manner, in order to effectuate the completion of the project as stated herein. The remainder of the funds may be used only for the purposes stated above or for other construction related activities. City may determine the classification of costs as Eligible Costs in its sole discretion. All reference to the Developer in the Award Conditions shall be deemed to refer to the Owners and their successors, agents, and assigns, individually and collectively.

1.6 City Access to Project Site. Owners agree to allow and facilitate the City or its representatives' access to the Project site at all reasonable times for the purpose of observing Project progress. Owners will provide, upon request, all information and data to determine that time schedules are being met and proposed work is being achieved.

1.7 Period of Affordability. In addition to the time provided above, the Period of Affordability shall encompass the term of the Loans should that term be extended. Owners will guarantee their own conduct and that of their agents, employees, assigns, and parties within Owners' control, to the extent they exist, to also adhere to the following:

(a) During the Period of Affordability, the City may in its sole discretion conduct annual on-site inspections of the financial condition of the Project or Owners, compliance with applicable property standards, information maintained by property Owners concerning leases, tenant incomes, and rents. Additionally, the City may conduct said annual on-site inspections to assess the financial health, management capacity, and long-term viability of the Project or Owners.

(b) Owners will continue to maintain the Property according to State and local codes, ordinances, and requirements and ensure that the Property is maintained in good repair, is free of health, environmental, and safety defects.

(c) Owners will income-qualify tenants based on the Part 5 (Section 8) Definition of Income or the IRS definition of adjusted gross income as defined for reporting on the applicable IRS form in accordance with the income limits and bedroom size for households at the Sheboygan County Median Income Level as defined by HUD. The Owners cannot change the unit mix and income limits listed without prior written permission of the City during the period of affordability.

(d) Owners will undertake affirmative marketing as to market the units to persons of color, persons with disabilities, persons of different faiths, and other minorities. City will review their written affirmative marketing plan during on-site reviews. Owners will consistently provide for the selection of tenants from a written waiting list in chronological order of their application, insofar as it is practicable.

1.8 Landlord-Tenant Relations. Owners will have written leases for each rented unit. Owners will follow all state and local tenant landlord laws and regulations.

1.9 Financial Statements. Owners will submit annual audited financial statement prepared by an independent third party at Owners' expense for the length of the Loan, provided, however that after the 15<sup>th</sup> year of operations of the Project, Owners may provide unaudited financial statements, certified by an officer of or manager thereof. Owners will submit a copy to the City of any audit produced for WHEDA within 7 days of receipt of the audit.

1.10 Building Permit. Prior to the commencement of construction, the Owners will secure a building permit for the Project. The Owners will also secure all necessary permits and the approval of any other necessary state or federal regulatory agencies.

## **ARTICLE II. REPRESENTATIONS AND OBLIGATIONS OF THE CITY**

2.1 Subaward A. City will make a loan in the amount of Subaward A to Owners as a forgivable loan subject to Owners' Obligations. The loan will be secured by a mortgage on the Property naming the City as the mortgagee.

2.2 Subaward B. City will make a loan in the amount of Subaward B to the Owners as an interest-only loan, payable annually at an interest rate of 1%, with the principal deferred until the earlier of the date (i) the date the Property is sold or transferred, with a balloon payment on the principal made at that time; or (ii) 20 years from the date of this Agreement (the "Maturity Date") The loan will be secured by a subordinate mortgage on the Property naming the City as the mortgagee.

2.3 Disbursement. City will disburse the Loan proceeds to reimburse Owners for eligible costs incurred by the Owners and identified on a statement of work, prepared by Owners and presented to City ("Draw Request"). When submitting a Draw Request for loan proceeds, Owners will include a cover sheet that totals all the various aspects of the Draw Request, a statement of progress to date, and evidence of progress to date signed by an inspecting licensed architect. Draw Requests will also include evidence of the nature and propriety of the Eligible Costs, such as closing statements, invoices, vouchers or other official documentation, and financial management systems will be in accordance with 24 CFR 84.1. City will process all completed Draw Requests within 30 days.

2.4 Representations and Obligations of the City Conditional. Any and all representations and obligations of the City in this Agreement are conditioned upon the Owner complying with and acting upon the Owners' representations and obligations in this Agreement, including any Exhibits and Appendices.

### **ARTICLE III. DEFAULT**

Any failure of Owners to comply with the terms of this Agreement which continues for a period of 60 days after notice to Owners from City will be an “Event of Default.” Upon an Event of Default, Owners will immediately pay City that portion of the proceeds of the Subawards which may be recaptured from City by Treasury. City agrees to give Owners and its successors and assigns (“Investor Member”), written notice of any and all defaults and an opportunity, at Investor Member's option, to cause the cure of such default within 30 days after the Event of Default, prior to exercising any remedies hereunder.

### **ARTICLE IV. NOTICES**

Any written notice or demand hereunder from any party to another party will be in writing and will be served by (a) personal delivery, (b) certified mail, return receipt requested or (c) overnight courier such as Federal Express, United Parcel Service or Express Mail at the following addresses, or such other addresses designated by the parties from time to time pursuant to a notice delivered in accordance with the terms of this Article:

**If to City:**

City Clerk  
City of Sheboygan  
828 Center Ave.  
Sheboygan, WI 53081

With a copy to:

City Attorney  
City of Sheboygan  
828 Center Avenue, Suite 206  
Sheboygan, WI 53081

**If to Owners:**

Partners for Community Development  
1407 S. 13<sup>th</sup> St.  
Sheboygan WI 53081  
Attn: Executive Director

KG Development Group  
1033 N Mayfair Rd, Suite 300  
Wauwatosa WI 53226  
Attn: Anthony Kazee

## **ARTICLE V. INDEMNIFICATION, LIABILITY, AND INSURANCE**

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

5.2 Liability. Under no circumstances will any alderperson, council member, officer, official, director, attorney, employee or agent of the City have any personal liability arising out of this Agreement, and no party to this Agreement will seek or claim any such personal liability.

5.3 Insurance. In addition to the insurance requirements in Attachment B, Developer will maintain at all times during construction, a policy of builder's risk completed value and contractor's multiple perils and public liability, extended coverage, vandalism and malicious mischief hazard insurance covering the Property in at least the amount of the full replacement, completed value of the improvements on the Property;

## **ARTICLE VI. AMENDMENT**

This Agreement sets forth all the promises, incentives, agreements, conditions and understandings between the parties hereto relative to the subject matter thereof, and there are no other promises, agreements, conditions or understandings, either oral or written, expressed or implied, between them. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement will be binding upon the parties hereto unless authorized in accordance with law and reduced in writing and signed by the Parties.

## ARTICLE VII. MISCELLANEOUS

7.1 Ordinances and Regulations. The Parties agree to follow all applicable City ordinances and regulations with regard to their respective obligations set forth herein.

7.2 Binding Effect; Assignments. This Agreement will be binding upon the parties hereto and their respective heirs, executors, personal representatives, corporate authorities, administrators, successors and assigns; any assignments are subject to prior written approval of the City.

7.3 Joint Venture. Nothing contained in this Agreement shall be deemed or construed as creating a partnership, a joint venture, a relationship of principal and agent, or any other relationship between City and Owners (or any one of the Owners) or cause the City to be responsible in any way for the debts or obligations of Owner or any other person.

7.4 Non-Delegation. Except as otherwise specifically set forth in this Agreement, the respective rights and liabilities of Parties under this Agreement are not assignable or delegable, in whole or in part, without the prior written consent of the other Party.

7.5 Time of the Essence. Time will be of the essence as it pertains to the construction of the Project.

7.6 Descriptive Headings. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

7.7 Waiver. No waiver, amendment, or variation in the terms of this Agreement shall be valid unless in writing and signed by the Parties and then only to the extent specifically set forth in writing. No party to this Agreement will be excused from complying with any of the terms and conditions of this Agreement by any failure of the other party upon one or more occasion to insist upon or seek compliance with any such terms and conditions.

7.8 Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement in such jurisdiction or affecting the validity or enforceability of any provision in any other jurisdiction

7.9 Governing Law. This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State of Wisconsin. Owners will at all times observe and comply with all federal, state and local laws, regulations and ordinances which are in effect, as of the date hereof, which may affect the conduct of the work on the Project to be accomplished under this Agreement.



7.10 Force Majeure. If performance of any covenant to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party, which circumstances may include, but are not limited to, acts of God, war, acts of civil disobedience, harsh weather, strikes, or similar acts, the time for such performance will be extended by the amount of time of such delay.

7.11 Sole Benefit. This Agreement is intended solely for the benefit of Owners and the City, and no third party (other than successors and permitted assigns) will have any rights or interest in any provision of this Agreement, or as a result of any action or inaction of the City in connection therewith. Without limiting the foregoing, no approvals given pursuant to this Agreement by Owners or the City, or any person acting on behalf of any of them, will be available for use by any contractor or other person in any dispute relating to construction of the Project.

7.12 Counterparts. This Agreement may be executed in several counterparts, each of which will be deemed an original, but all of which counterparts collectively will constitute one instrument representing the agreement among the parties. Facsimile signatures and digitally-scanned signatures will constitute originals for all purposes.

7.13 Recording. This Agreement or a memorandum of this Agreement shall be recorded in the Office of Sheboygan County Register of Deeds against the Property at the cost of the Owners.

<Signatures appear on next page>

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

**CITY OF SHEBOYGAN**

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

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

**PARTNERS FOR COMMUNITY DEVELOPMENT, INC.**

BY: \_\_\_\_\_  
Karin Kirchmeier, Executive Director Date

**KG DEVELOPMENT GROUP, LLC**

BY: \_\_\_\_\_  
Anthony Kazee, Principal Date

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

**EXHIBIT A**

**Seller:** URBAN GATEWAY LLC | Robert Heimerl & Jeffry Henning, Members

**Buyer:** Partners for Community Development, Inc. and KG Development Group LLC or their  
Assigns

**Property:** Northeast Corner of Erie Ave and North 13th Street in Sheboygan

**Parcels:**

59281204550

59281204560

59281204570

59281204580

**EXHIBIT B**

## Unit Mix and Initial Rents

| Bed | Baths | Units | AMI Set<br>Aside % | Monthly Gross<br>Rent | Annual Income |
|-----|-------|-------|--------------------|-----------------------|---------------|
| 1BD | 1     | 35    | 60%                | \$957                 | \$368,340     |
| 2BD | 1     | 1     | 60%                | \$1149                | \$12,732      |
| 2BD | 1     | 3     | 30%                | \$1040                | \$34,272      |
| 3BD | 2     | 5     | 30%                | \$1363                | \$73,800      |

## APPENDIX A

### CITY OF SHEBOYGAN

#### TERMS AND CONDITIONS FOR CONTRACTS FUNDED WITH FEDERAL GRANTS SUBJECT TO THE UNIFORM GUIDANCE

In the event of a conflict between the below terms and conditions and the terms of the main body of the Contract or any exhibit or appendix, these federally required contract terms shall govern.

#### Background and Purpose

The American Rescue Plan Act (“ARPA”) was passed in March 2021. ARPA provided \$65 billion in recovery funds for cities across the country. The City of Sheboygan (the “City”) received an allocation of recovery funds (the “ARPA funds”), and has approved the use of a portion of its ARPA funds to provide aid for affordable housing projects. In order to receive the ARPA funds, the City agreed to certain obligations. Broadly speaking, the City is required to comply with all applicable federal statutes, regulations, and executive orders, and to “provide for such compliance by other parties in any agreements it enters into with other parties relating to [the ARPA funds].”

The purpose of these Terms and Conditions to address Developer’s compliance with all applicable federal statutes, regulations, and executive orders.

1. **Developer’s Obligations.** As a condition of receiving ARPA funds from the City as part of aid for affordable housing projects, Developer agrees to comply with all applicable federal statutes, regulations, and executive orders. Developer shall disclose in writing to the City any potential conflict of interest affecting the Payment in accordance with 2 C.F.R. § 200.112. Developer shall provide any information necessary to the City in order for the City to comply with its reporting obligations related to the ARPA funds.

2. **Compliance with Statutes and Regulations.** In addition to the specific provisions in these Terms and Conditions, statutes and regulations prohibiting discrimination applicable to this contract may include, without limitation:

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance
- b. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability
- c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance
- d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury’s implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance
- e. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state or local governments or instrumentalities or agencies thereto

Federal regulations applicable to this contract may include, without limitation:

- a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200), other than such provisions as Treasury may determine are inapplicable and subject to such exceptions as may be otherwise provided by Treasury
- b. Universal Identifier and System for Award Management (SAM) (2 C.F.R. Part 25) (including the award term set forth in Appendix A to 2 C.F.R. Part 25)
- c. Reporting Subaward and Executive Compensation Information (2 C.F.R. Part 170) (including the award term set forth in Appendix A to 2 C.F.R. Part 170)
- d. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement) (2 C.F.R. Part 180) (including the requirement to include a term or condition in all lower tier covered transactions)
- e. Recipient Integrity and Performance Matters
- f. Governmentwide Requirements for Drug-Free Workplace (31 C.F.R. Part 20)
- g. New Restrictions on Lobbying (31 C.F.R. Part 21)
- h. Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations
- i. Generally Applicable Federal Environmental Laws and Regulations

3. **Title VI Assurances.** In addition to the obligations listed above, as a condition of receiving the Payment, the Developer agrees to:

- a. Ensure its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
- b. Acknowledge that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English Proficiency (LEP). The Developer understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, the Developer shall initiate reasonable steps, or comply with the Department of the Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. The Developer understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Developer’s programs, services, and activities.

c. Consider the need for language services for LEP persons when the Developer develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

d. Acknowledge that compliance with the Assurances is binding upon the Developer and the Developer's successors, transferees, and assignees for the period in which federal financial assistance is provided.

e. Require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with the Assurances in this Title VI Assurances section.

f. Comply with, and include in any contract subject to Title VI and its regulations as follows:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

4. **Amendment Permitted.** This list of Federally Required Contract terms may be amended by City in the event that the applicable federal grant providing funding for this Agreement contains additional required terms.

5. **Debarment and Suspension.** Developer represents and warrants that, as of the execution of this Contract, neither Developer nor any subcontractor or sub-consultant performing work under this Contract (at any tier) is included on the federally debarred bidder's list listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." If at any point during Contract's term Developer or any subcontractor or sub-consultant performing work at any tier is included on the federally debarred bidder's list, Developer shall notify City immediately. Developer's completed Vendor Debarment Certification is attached hereto and incorporated herein.

6. **Record Retention.** Developer certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Developer further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of five (5) years after it receives City notice that City has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed. Unless Developer is functioning as a sub-recipient of grant funding, rather than as a contractor, this requirement is in addition to, and not in place of, City's public records retention requirements set forth elsewhere herein. In the event of conflict between local and federal retention periods, the longer retention requirement shall control.

7. **Procurement of Recovered Materials (Applies Only if the Work Involves the use of Materials).**

Pursuant to 2 CFR §200.323, Developer represents and warrants that in its performance under the Contract, Developer shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

8. **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as Amended.** If this is a contract or sub-grant in excess of \$150,000, Developer must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations must be reported to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

9. **Energy Efficiency.** Developer certifies that it will comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

10. **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352). Developer certifies that:

10.1. No federal appropriated funds have been paid or will be paid, by or on behalf of Developer, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.

10.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Developer shall request from City and provide, completed, to City the "Disclosure Form to Report Lobbying," in accordance with its instructions as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).

10.3. Developer shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

10.4. Developer's completed Byrd Anti-Lobbying Certification is attached hereto and incorporated herein.



11. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) (Applies Only to Funding Over \$100,000, When Laborers or Mechanics are Used).** Developer must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Developer must compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
12. **Right to Inventions Made Under a Contract or Agreement.** Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any applicable implementing regulations.
13. **Federal Government is Not a Party.** The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to City, Developer, or any other party pertaining to any matter resulting from the Contract.
14. **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** If this is a "prime construction contract," in its performance under the Contract, Developer shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Developer is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Developer is required to pay wages not less than once a week. **Note: this paragraph is not applicable to contracts paid for solely with ARPA SLFRF moneys.**
15. **Copeland "Anti-Kickback" Act (40 U.S.C. 3145).** If this is a "prime construction contract" in excess of \$2,000, Developer shall, in its performance of the contract, comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that Developer is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
16. **Equal Employment Opportunity.** Developer shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by EO 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
17. **Termination for Convenience.** If this Contract is for an amount in excess of \$10,000 and it lacks a termination for convenience clause, the following applies: City may terminate this Contract at any time for any reason by giving at least thirty (30) days' notice in writing from City to Developer. If Developer is terminated for convenience by City, Developer will be paid for services actually performed or commodity actually provided.

18. **Termination for Cause.** If this Contract is for an amount in excess of \$10,000 and it lacks a termination for cause clause, the following applies: If Developer shall fail to fulfill in timely and proper manner any of its obligations or violate any of the provisions of this Contract; City shall have the right to terminate this Contract. City shall notify Developer of its intent to terminate, by giving Developer prior written notice at least five (5) business days before the effective date of the termination, identifying the alleged deficiencies in Developer's performance, and shall give Developer thirty (30) days to cure such deficiencies prior to termination. In such event, all deliverables completed by Developer as of the date of termination shall, at the option of City, become property of City. Notwithstanding the above, Developer shall not be relieved of liability to City for damages sustained by City by virtue of any breach of the Contract, and City shall retain its remedies under law.

19. **Executive Order 13202- Preservation of Open Competition and Government Neutrality Towards Contractors' Labor Relations on Federal and Federally Funded Construction Contracts.** These requirements apply to recipients and sub-recipients of awards and cooperative agreements and to any manager of a construction project acting on their behalf. These individuals or employees of one of these organizations must ensure that the bid specifications, project agreements, and other controlling documents do not: (a) require or prohibit bidders, offerors, contractors, or subcontractors to enter into or adhere to agreements with one or more labor organizations, on the same or other related construction project(s); or (b) otherwise discriminate against bidders, offerors, contractors, or subcontractors for becoming or refusing to become or remain signatories, or otherwise to adhere to agreements with one or more labor organizations, on the same or other related construction project(s). Contractors or subcontractors are not prohibited from voluntarily entering into agreements with one or more labor organizations.

20. **Domestic Preferences for Procurements.** Pursuant to 2 CFR §200.322, as appropriate, and to the extent consistent with law, Developer should, to the greatest extent practicable under this Contract, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts and purchase orders for work or products under this Contract.

21 **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** Developer shall not use funds under this Contract to purchase, or enter into subcontracts to purchase, any equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of a system that is subject to 2 CFR § 200.216 (generally, video surveillance or telecommunications equipment produced by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company, their subsidiaries or affiliates, or any entity that the Secretary of Defense reasonably believes to be an entity owned or controlled by the government of a foreign country). In the event Developer identifies covered telecommunications equipment or services that constitute a substantial or essential component of any system, or as critical technology as part of any system that is subject to 2 CFR § 200.216, during Contract performance, Developer shall alert City as soon as possible and shall provide information on any measures taken to prevent recurrence.

22. **Prohibitions on Discrimination.** Developer agrees to comply with the following as applicable:

22.1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.

22.2. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.

22.3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.

22.4. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

22.5. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state or local governments or instrumentalities or agencies thereto.

22.6. Title IX of the Education Amendments of 1972 (Title IX), (20 U.S.C. 1681 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 28, which prohibits discrimination on the basis of sex in any federally funded education program or activity

23. **Financial and Program Management** As subrecipient of federal funds, Developer is required to comply with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, other than such provisions as Treasury may determine are inapplicable to this Agreement and subject to such exceptions as may be otherwise provided by Treasury.

23.1. Financial Management: Developer shall maintain records and financial documents sufficient to show compliance with section 603(c) of ARPA, Treasury's regulations implementing that section, and guidance issued by Treasury. Developer shall grant the Treasury Office of Inspector General and the Government Accountability Office or their authorized representatives, the right of access to these records in order to conduct audits or other investigations. Financial records, supporting documents, statistical records and all other records pertinent to the services purchased pursuant to this Agreement shall be retained for a period of five (5) years after all of the City's funds have been expended or returned to the Treasury Department, whichever is later.

23.2. Audit Requirements. Developer agrees to provide all reports requested by the City including, but not limited to, financial statements and reports, reports and accounting of services rendered, and any other reports or documents requested. Financial and service reports shall be provided according to a schedule (when applicable) or upon request. Developers who expend more than \$750,000 in federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F.

23.3 Recipient Integrity and Performance Matters. Developer agrees to provide any information requested by the City in order to comply with 2 CFR Appendix XII to Part 200

23.4 SAM.gov Requirements. Developer is required to comply with 2 CFR Part 25 (System for Award Management ("SAM")) and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information) unless exempted pursuant to 2 CFR § 25.110.

24. **Drug-Free Workplace.** Developer acknowledges that as a subrecipient of federal funds, it is subject to 31 CFR Part 20 (Governmentwide Requirements for Drug-Free Workplace)

25. **Relocation Assistance.** Where an agreement or project requires the relocation of persons or such person's personal property, Developer is advised that 42 USC 4601-4655 (Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970) may apply.

26. **Incorporation of Required Clauses and Conditions.** To the extent any applicable federal statute, regulation, or executive order requires any clause or condition to be included or incorporated into this Agreement between the City of Sheboygan and the Developer, and that term or condition has not been expressly included or incorporated, it is included or incorporated by reference. To the extent the Developer is required, by this Agreement or by any applicable federal statute, regulation, or executive order, to include or incorporate any clause or condition into any subsequent agreement, the Developer agrees to ensure that the required term is included.

27. **Hatch Act.** No personnel employed under this Agreement, shall be in any way or to any extent, engaged in the conduct of political activities in violation of 5 U.S.C. Ch. 15.

28. **Encouragement to Developer Regarding Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), the City encourages its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving and to establish workplace safety policies to decrease accidents caused by distracted drivers.

## CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of their knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Developer certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Developer understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

**Partners for Community Development, Inc.**

BY \_\_\_\_\_  
Karin Kirchmeier, Executive Director

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

## CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of their knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Developer certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Developer understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

**KG Development Group, LLC**

BY \_\_\_\_\_  
Anthony Kazee, Principal

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

**CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

Federal Executive Order 12549 requires that all contractors receiving individual awards, using federal funds and all subrecipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from doing business with the Federal Government. By signing below, the undersigned certifies that its organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: [www.sam.gov](http://www.sam.gov) and <https://acquisition.gov/far/index.html>.

Your signature certifies that neither you nor your principal is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

**Partners for Community Development, Inc.**

BY \_\_\_\_\_  
Karin Kirchmeier, Executive Director

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

**CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

Federal Executive Order 12549 requires that all contractors receiving individual awards, using federal funds and all subrecipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from doing business with the Federal Government. By signing below, the undersigned certifies that its organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: [www.sam.gov](http://www.sam.gov) and <https://acquisition.gov/far/index.html>.

Your signature certifies that neither you nor your principal is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

**KG Development Group, LLC**

BY \_\_\_\_\_  
Anthony Kazee, Principal

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



## APPENDIX B

### INSTRUCTIONS FOR EXECUTING LEGAL DOCUMENT

#### CORPORATION INSTRUCTIONS

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

(*Corporate Seal*)

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

#### LIMITED LIABILITY COMPANY INSTRUCTIONS

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

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

#### PARTNERSHIP INSTRUCTIONS

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

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

#### INDIVIDUAL INSTRUCTIONS

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

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

## APPENDIX C

### City of Sheboygan Insurance Requirements

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

1. INSURANCE REQUIREMENTS — MINIMUM REQUIRED LIABILITY LIMITS.

- a. Commercial General Liability:
  - i. Each Occurrence: \$1,000,000
  - ii. Personal Injury: \$1,000,000
  - iii. General Aggregate: \$2,000,000
  - iv. Medical Expense: \$5,000/any one person
  - v. Products–Completed Operations (to remain in full force and effect for two years after the completion of the work or the termination/expiration of the contract, whichever is later): IF APPLICABLE, aggregate of \$2,000,000
  - vi. Fire Damage: IF APPLICABLE, \$50,000/any one fire
- b. Automobile Liability: Must have coverage at least as broad as Insurance Services Office Business Automobile Form, with minimum limits of \$1,000,000 combined single limit per accident for Bodily Injury and Property Damage, provided on a Symbol #1– “Any Auto” basis.
- c. Workers’ Compensation and Employers Liability Insurance: As required by the State of Wisconsin, must have sufficient limits to meet underlying Umbrella Liability insurance requirements. IF APPLICABLE for the work, coverage must include Maritime (Jones Act) or Longshoremen’s and Harbor Workers Act coverage.
- d. Umbrella Liability: Coverage at least as broad as the underlying Commercial General Liability, Automobile Liability and Employers Liability, with a minimum limit of \$2,000,000 each occurrence and \$2,000,000 aggregate, and a maximum self-insured retention of \$10,000.
- e. Aircraft/Watercraft Liability: IF APPLICABLE, Aircraft and Watercraft Liability insurance must be in force with a limit of \$3,000,000 per occurrence for Bodily Injury and Property Damage including Passenger liability and including liability for any slung cargo.
- f. Builder’s Risk/Installation Floater/Contractor’s Equipment or Property: The City of Sheboygan will not assume responsibility for loss, including loss of use, for damage to property, materials, tools, equipment, and items of a similar nature which are being either used in the work being performed by the contractor or its subcontractors or are to be built, installed, or erected by the contractor or its subcontractors.

2. INSURANCE REQUIREMENTS FOR SUBCONTRACTORS. All subcontractors shall be required to obtain Commercial General Liability, Automobile Liability, Workers’ Compensation and Employers Liability as broad and with the same limits as those required per Contractor requirements, excluding Umbrella Liability, contained in Section 1 above.

3. MISCELLANEOUS

- a. All insurance must be primary and non-contributory to any insurance or self-insurance carried by City of Sheboygan.
- b. Insurers must have an A.M. Best rating of no less than A- and a Financial Size Category of no less than Class VI, and be authorized as an admitted insurance company in the state of Wisconsin.
- c. The City of Sheboygan and its officers, council members, agents, employees and volunteers must be named as additional insured.
- d. Certificates of Insurance acceptable to the City of Sheboygan must be submitted concurrently with the execution of the contract. These certificates must contain a provision that coverage afforded under the policies will not be canceled or non-renewed until at least thirty (30) calendar days’ prior written notice has been given to the City of Sheboygan.

**CITY OF SHEBOYGAN  
RESOLUTION 128-23-24**

**BY ALDERPERSONS MITCHELL AND FILICKY-PENESKI.**

**DECEMBER 18, 2023.**

A RESOLUTION authorizing an amendment in the 2024 budget and obligating \$3,600,000 of American Rescue Plan Act (“ARPA”) funds and \$250,000 of Community Development Block Grant (“CDBG”) funds to the Gateway Apartments at North 13<sup>th</sup> Street and Erie Avenue, including parcel numbers 59281204550, 59281204560, 59281204570, and 59281204580 per the Development Agreement.

WHEREAS, the City of Sheboygan received \$22,006,206 of funding through ARPA; and

WHEREAS, ARPA funds provide substantial flexibility to meet local needs, including addressing COVID-19 and its economic harm to households; and

WHEREAS, eligible uses of ARPA funding include affordable housing development; and

WHEREAS, the city has identified neighborhood revitalization, stabilization, and reducing homelessness as a priority in the CDBG consolidated plan; and

WHEREAS, this project will add 44 apartments available to households at or below 60% of the area median income and further stabilize this neighborhood.

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan Common Council authorizes ARPA and CDBG funding for this project.

BE IT FURTHER RESOLVED: That the Finance Director is hereby authorized and directed to distribute the ARPA grant in accordance with the attached Developer’s Agreement via the following 2024 budget amendment:

INCREASE:

|  |             |
|--|-------------|
| Federal Grants Fund – Federal Grants – Federal Grants Other<br>(Acct. No. 202000-433000) | \$3,600,000 |
| Federal Grants Fund – Federal Grants – Contributions/Grants<br>(Acct. No. 202000-580100) | \$3,600,000 |
| CDBG Fund – CDBG – Federal Housing/Economic Grant<br>(Acct. No. 260-432710)              | \$ 250,000  |
| CDBG Fund – CDBG – Contributions<br>(Acct. No. 260660-580100)                            | \$ 250,000  |

BE IT FURTHER RESOLVED: That City staff are hereby authorized to take any and all steps necessary to effectuate this Resolution.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

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Presiding Officer

Attest

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Ryan Sorenson, Mayor, City of  
Sheboygan

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Meredith DeBruin, City Clerk, City of  
Sheboygan

**DEVELOPMENT AGREEMENT  
BETWEEN  
PARTNERS FOR COMMUNITY DEVELOPMENT, INC.  
AND  
KG DEVELOPMENT GROUP, LLC  
AND  
THE CITY OF SHEBOYGAN**

**THIS DEVELOPMENT AGREEMENT** (“Agreement”) is entered into by and between the City of Sheboygan, a Wisconsin municipal corporation with a mailing address of 828 Center Ave, Sheboygan, WI 53081 (“City”), Partners for Community Development, Inc., a Wisconsin Non-Stock Corporation with its principal office at 1407 S 13th Street, Sheboygan, WI 53081, and KG Development Group LLC, a Wisconsin limited liability company, with its principal office at 1033 N. Mayfair Rd., Suite 300, Wauwatosa, WI 53226, (collectively, the “Owners”).

**RECITALS**

Owners intend to acquire four parcels of real property on the northeast corner of Erie Avenue and N. 13<sup>th</sup> St. in the City of Sheboygan more particularly described in Exhibit A attached hereto (the “Property”). Owners will construct a 44-unit low income housing tax credit project on the Property (the “Project”). City and Owners (collectively, the “Parties”) agree that the Property is an appropriate location for the Project.

City has received State and Local Fiscal Recovery Funds (“ARPA Funds”) from the United States Department of the Treasury (“Treasury”) pursuant to section 602 of the Social Security Act, as amended by section 9901 of the American Rescue Plan Act of 2021 (the “Act”), and regulations set forth in 31 CFR Part 35 (“ARPA Regulations”). (The Act, the ARPA Regulations, and the Award Conditions (as defined herein) are collectively referred to herein as the “Program Requirements.”)

The City desires to make available a portion of the ARPA Funds in the amount of \$3,600,000 (the “Subaward A”) for use in connection with the development and construction of the Project in accordance with the Program Requirements.

The City has available Affordable Housing Revolving Loan (“AHRL”) funds, which include Community Development Block Grant (“CDBG”) funds. The CDBG funds are from the United States Department of Housing and Urban Development (“HUD”) and are available for the purpose of developing affordable rental housing, pursuant to 24 CFR Part 570.208, (a)(3).

The City’s 2020-2024 Consolidated Plan prioritized stabilization and revitalization of neighborhoods as well as reducing homelessness in the community.

The City desires to make available a portion of the CDBG funds in the amount of \$250,000 (the “Subaward B”) for use in connection with the development of the Project in accordance with the Program Requirements.

## AGREEMENT

**NOW, THEREFORE,** in consideration of the recitals, covenants, and agreements contained in this document, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### ARTICLE I. REPRESENTATIONS AND OBLIGATIONS OF OWNERS

1.1 Purchase of Property. Owners will purchase the Property by no later than March 31, 2024.

1.2 Construction. Owners will commence construction of the Project no later than May 1, 2024 and will achieve substantial completion of the Project within 18 months thereafter. The issuance of a certificate of occupancy for the Project will be conclusive evidence of substantial completion of the Project by Owners. Owners will construct and operate the Project in compliance with all applicable laws and will otherwise abide by the terms of this Agreement.

1.3 Affordable Housing. Owners will operate the Project as affordable housing in accordance with the requirements of the Low Income Housing Tax Credit relating to the Project. Owners will create an affordability and unit mix described in Exhibit B and listed therein. The Owners will not charge more than Fair Market Rents for comparable units in the area as established by HUD under 24 CFR 888.111. These units will also be subject to rent and income restrictions pursuant to the low-income housing tax credit program under Section 42 of the Internal Revenue Code and administration thereof by the Wisconsin Housing and Economic Development Authority in and for the State of Wisconsin (“WHEDA”). At all times, the housing activities will not fall below the requirements of 24 CFR Part 570.208, (a)(3). The Project will be operated as affordable housing subject to this subparagraph for 20 years (the “Period of Affordability”). The Period of Affordability shall terminate on the 20<sup>th</sup> anniversary of the date of project completion, defined as the date final payment is issued by the City. Prepayment of any loan subject to this Agreement prior to the expiration of the Period of Affordability shall not relieve the Borrower of the application of the Period of Affordability requirement.

1.4 Compliance with Program Requirements. Owners will use Subaward A and Subaward B (collectively the “Subawards”) in compliance with the Program Requirements, including, without limitation, the Terms and Conditions for Contracts Funded with Federal Grants Subject to the Uniform Guidance attached hereto as Appendix A (the “Award Conditions”). Owners will keep such records regarding the Project and use of the proceeds of the Subawards that are required to demonstrate compliance with the requirements of the Program Requirements. City and Owners will cooperate with each other in connection with all reporting requirements required pursuant to the Program Requirements. All reference to the Developer in the Award Conditions shall be deemed to refer to the Owners and their successors, agents, and assigns, individually and collectively.

1.5 Use of Subaward B Funding. Owners will use Subaward B funding exclusively for non-construction costs such as Property acquisition, architectural fees, legal fees, developer fees, furnishings, equipment, marketing, title work, accounting, appraisals, and other related “soft” costs (the “Eligible Costs”), and will not use said funding for any other purpose or in any other manner, in order to effectuate the completion of the project as stated herein. The remainder of the funds may be used only for the purposes stated above or for other construction related activities. City may determine the classification of costs as Eligible Costs in its sole discretion. All reference to the Developer in the Award Conditions shall be deemed to refer to the Owners and their successors, agents, and assigns, individually and collectively.

1.6 City Access to Project Site. Owners agree to allow and facilitate the City or its representatives' access to the Project site at all reasonable times for the purpose of observing Project progress. Owners will provide, upon request, all information and data to determine that time schedules are being met and proposed work is being achieved.

1.7 Period of Affordability. In addition to the time provided above, the Period of Affordability shall encompass the term of the Loans should that term be extended. Owners will guarantee their own conduct and that of their agents, employees, assigns, and parties within Owners' control, to the extent they exist, to also adhere to the following:

(a) During the Period of Affordability, the City may in its sole discretion conduct annual on-site inspections of the financial condition of the Project or Owners, compliance with applicable property standards, information maintained by property Owners concerning leases, tenant incomes, and rents. Additionally, the City may conduct said annual on-site inspections to assess the financial health, management capacity, and long-term viability of the Project or Owners.

(b) Owners will continue to maintain the Property according to State and local codes, ordinances, and requirements and ensure that the Property is maintained in good repair, is free of health, environmental, and safety defects.

(c) Owners will income-qualify tenants based on the Part 5 (Section 8) Definition of Income or the IRS definition of adjusted gross income as defined for reporting on the applicable IRS form in accordance with the income limits and bedroom size for households at the Sheboygan County Median Income Level as defined by HUD. The Owners cannot change the unit mix and income limits listed without prior written permission of the City during the period of affordability.

(d) Owners will undertake affirmative marketing as to market the units to persons of color, persons with disabilities, persons of different faiths, and other minorities. City will review their written affirmative marketing plan during on-site reviews. Owners will consistently provide for the selection of tenants from a written waiting list in chronological order of their application, insofar as it is practicable.

1.8 Landlord-Tenant Relations. Owners will have written leases for each rented unit. Owners will follow all state and local tenant landlord laws and regulations.

1.9 Financial Statements. Owners will submit annual audited financial statement prepared by an independent third party at Owners' expense for the length of the Loan, provided, however that after the 15<sup>th</sup> year of operations of the Project, Owners may provide unaudited financial statements, certified by an officer of or manager thereof. Owners will submit a copy to the City of any audit produced for WHEDA within 7 days of receipt of the audit.

1.10 Building Permit. Prior to the commencement of construction, the Owners will secure a building permit for the Project. The Owners will also secure all necessary permits and the approval of any other necessary state or federal regulatory agencies.

## **ARTICLE II. REPRESENTATIONS AND OBLIGATIONS OF THE CITY**

2.1 Subaward A. City will make a loan in the amount of Subaward A to Owners as a forgivable loan subject to Owners' Obligations. The loan will be secured by a mortgage on the Property naming the City as the mortgagee.

2.2 Subaward B. City will make a loan in the amount of Subaward B to the Owners as an interest-only loan, payable annually at an interest rate of 1%, with the principal deferred until the earlier of the date (i) the date the Property is sold or transferred, with a balloon payment on the principal made at that time; or (ii) 20 years from the date of this Agreement (the "Maturity Date") The loan will be secured by a subordinate mortgage on the Property naming the City as the mortgagee.

2.3 Disbursement. City will disburse the Loan proceeds to reimburse Owners for eligible costs incurred by the Owners and identified on a statement of work, prepared by Owners and presented to City ("Draw Request"). When submitting a Draw Request for loan proceeds, Owners will include a cover sheet that totals all the various aspects of the Draw Request, a statement of progress to date, and evidence of progress to date signed by an inspecting licensed architect. Draw Requests will also include evidence of the nature and propriety of the Eligible Costs, such as closing statements, invoices, vouchers or other official documentation, and financial management systems will be in accordance with 24 CFR 84.1. City will process all completed Draw Requests within 30 days.

2.4 Representations and Obligations of the City Conditional. Any and all representations and obligations of the City in this Agreement are conditioned upon the Owner complying with and acting upon the Owners' representations and obligations in this Agreement, including any Exhibits and Appendices.



### **ARTICLE III. DEFAULT**

Any failure of Owners to comply with the terms of this Agreement which continues for a period of 60 days after notice to Owners from City will be an “Event of Default.” Upon an Event of Default, Owners will immediately pay City that portion of the proceeds of the Subawards which may be recaptured from City by Treasury. City agrees to give Owners and its successors and assigns (“Investor Member”), written notice of any and all defaults and an opportunity, at Investor Member's option, to cause the cure of such default within 30 days after the Event of Default, prior to exercising any remedies hereunder.

### **ARTICLE IV. NOTICES**

Any written notice or demand hereunder from any party to another party will be in writing and will be served by (a) personal delivery, (b) certified mail, return receipt requested or (c) overnight courier such as Federal Express, United Parcel Service or Express Mail at the following addresses, or such other addresses designated by the parties from time to time pursuant to a notice delivered in accordance with the terms of this Article:

**If to City:**

City Clerk  
City of Sheboygan  
828 Center Ave.  
Sheboygan, WI 53081

With a copy to:

City Attorney  
City of Sheboygan  
828 Center Avenue, Suite 206  
Sheboygan, WI 53081

**If to Owners:**

Partners for Community Development  
1407 S. 13<sup>th</sup> St.  
Sheboygan WI 53081  
Attn: Executive Director

KG Development Group  
1033 N Mayfair Rd, Suite 300  
Wauwatosa WI 53226  
Attn: Anthony Kazee

## **ARTICLE V. INDEMNIFICATION, LIABILITY, AND INSURANCE**

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

5.2 Liability. Under no circumstances will any alderperson, council member, officer, official, director, attorney, employee or agent of the City have any personal liability arising out of this Agreement, and no party to this Agreement will seek or claim any such personal liability.

5.3 Insurance. In addition to the insurance requirements in Attachment B, Developer will maintain at all times during construction, a policy of builder's risk completed value and contractor's multiple perils and public liability, extended coverage, vandalism and malicious mischief hazard insurance covering the Property in at least the amount of the full replacement, completed value of the improvements on the Property;

## **ARTICLE VI. AMENDMENT**

This Agreement sets forth all the promises, incentives, agreements, conditions and understandings between the parties hereto relative to the subject matter thereof, and there are no other promises, agreements, conditions or understandings, either oral or written, expressed or implied, between them. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement will be binding upon the parties hereto unless authorized in accordance with law and reduced in writing and signed by the Parties.

## ARTICLE VII. MISCELLANEOUS

7.1 Ordinances and Regulations. The Parties agree to follow all applicable City ordinances and regulations with regard to their respective obligations set forth herein.

7.2 Binding Effect; Assignments. This Agreement will be binding upon the parties hereto and their respective heirs, executors, personal representatives, corporate authorities, administrators, successors and assigns; any assignments are subject to prior written approval of the City.

7.3 Joint Venture. Nothing contained in this Agreement shall be deemed or construed as creating a partnership, a joint venture, a relationship of principal and agent, or any other relationship between City and Owners (or any one of the Owners) or cause the City to be responsible in any way for the debts or obligations of Owner or any other person.

7.4 Non-Delegation. Except as otherwise specifically set forth in this Agreement, the respective rights and liabilities of Parties under this Agreement are not assignable or delegable, in whole or in part, without the prior written consent of the other Party.

7.5 Time of the Essence. Time will be of the essence as it pertains to the construction of the Project.

7.6 Descriptive Headings. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

7.7 Waiver. No waiver, amendment, or variation in the terms of this Agreement shall be valid unless in writing and signed by the Parties and then only to the extent specifically set forth in writing. No party to this Agreement will be excused from complying with any of the terms and conditions of this Agreement by any failure of the other party upon one or more occasion to insist upon or seek compliance with any such terms and conditions.

7.8 Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement in such jurisdiction or affecting the validity or enforceability of any provision in any other jurisdiction

7.9 Governing Law. This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State of Wisconsin. Owners will at all times observe and comply with all federal, state and local laws, regulations and ordinances which are in effect, as of the date hereof, which may affect the conduct of the work on the Project to be accomplished under this Agreement.

7.10 Force Majeure. If performance of any covenant to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party, which circumstances may include, but are not limited to, acts of God, war, acts of civil disobedience, harsh weather, strikes, or similar acts, the time for such performance will be extended by the amount of time of such delay.

7.11 Sole Benefit. This Agreement is intended solely for the benefit of Owners and the City, and no third party (other than successors and permitted assigns) will have any rights or interest in any provision of this Agreement, or as a result of any action or inaction of the City in connection therewith. Without limiting the foregoing, no approvals given pursuant to this Agreement by Owners or the City, or any person acting on behalf of any of them, will be available for use by any contractor or other person in any dispute relating to construction of the Project.

7.12 Counterparts. This Agreement may be executed in several counterparts, each of which will be deemed an original, but all of which counterparts collectively will constitute one instrument representing the agreement among the parties. Facsimile signatures and digitally-scanned signatures will constitute originals for all purposes.

7.13 Recording. This Agreement or a memorandum of this Agreement shall be recorded in the Office of Sheboygan County Register of Deeds against the Property at the cost of the Owners.

<Signatures appear on next page>

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

**CITY OF SHEBOYGAN**

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

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

**PARTNERS FOR COMMUNITY DEVELOPMENT, INC.**

BY: \_\_\_\_\_  
Karin Kirchmeier, Executive Director Date

**KG DEVELOPMENT GROUP, LLC**

BY: \_\_\_\_\_  
Anthony Kazee, Principal Date

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

**EXHIBIT A**

**Seller:** URBAN GATEWAY LLC | Robert Heimerl & Jeffry Henning, Members

**Buyer:** Partners for Community Development, Inc. and KG Development Group LLC or their  
Assigns

**Property:** Northeast Corner of Erie Ave and North 13th Street in Sheboygan

**Parcels:**

59281204550

59281204560

59281204570

59281204580

**EXHIBIT B**

## Unit Mix and Initial Rents

| Bed | Baths | Units | AMI Set<br>Aside % | Monthly Gross<br>Rent | Annual Income |
|-----|-------|-------|--------------------|-----------------------|---------------|
| 1BD | 1     | 35    | 60%                | \$957                 | \$368,340     |
| 2BD | 1     | 1     | 60%                | \$1149                | \$12,732      |
| 2BD | 1     | 3     | 30%                | \$1040                | \$34,272      |
| 3BD | 2     | 5     | 30%                | \$1363                | \$73,800      |

## APPENDIX A

### CITY OF SHEBOYGAN

#### TERMS AND CONDITIONS FOR CONTRACTS FUNDED WITH FEDERAL GRANTS SUBJECT TO THE UNIFORM GUIDANCE

In the event of a conflict between the below terms and conditions and the terms of the main body of the Contract or any exhibit or appendix, these federally required contract terms shall govern.

#### Background and Purpose

The American Rescue Plan Act (“ARPA”) was passed in March 2021. ARPA provided \$65 billion in recovery funds for cities across the country. The City of Sheboygan (the “City”) received an allocation of recovery funds (the “ARPA funds”), and has approved the use of a portion of its ARPA funds to provide aid for affordable housing projects. In order to receive the ARPA funds, the City agreed to certain obligations. Broadly speaking, the City is required to comply with all applicable federal statutes, regulations, and executive orders, and to “provide for such compliance by other parties in any agreements it enters into with other parties relating to [the ARPA funds].”

The purpose of these Terms and Conditions to address Developer’s compliance with all applicable federal statutes, regulations, and executive orders.

1. **Developer’s Obligations.** As a condition of receiving ARPA funds from the City as part of aid for affordable housing projects, Developer agrees to comply with all applicable federal statutes, regulations, and executive orders. Developer shall disclose in writing to the City any potential conflict of interest affecting the Payment in accordance with 2 C.F.R. § 200.112. Developer shall provide any information necessary to the City in order for the City to comply with its reporting obligations related to the ARPA funds.

2. **Compliance with Statutes and Regulations.** In addition to the specific provisions in these Terms and Conditions, statutes and regulations prohibiting discrimination applicable to this contract may include, without limitation:

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance
- b. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability
- c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance
- d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury’s implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance
- e. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state or local governments or instrumentalities or agencies thereto



Federal regulations applicable to this contract may include, without limitation:

- a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200), other than such provisions as Treasury may determine are inapplicable and subject to such exceptions as may be otherwise provided by Treasury
- b. Universal Identifier and System for Award Management (SAM) (2 C.F.R. Part 25) (including the award term set forth in Appendix A to 2 C.F.R. Part 25)
- c. Reporting Subaward and Executive Compensation Information (2 C.F.R. Part 170) (including the award term set forth in Appendix A to 2 C.F.R. Part 170)
- d. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement) (2 C.F.R. Part 180) (including the requirement to include a term or condition in all lower tier covered transactions)
- e. Recipient Integrity and Performance Matters
- f. Governmentwide Requirements for Drug-Free Workplace (31 C.F.R. Part 20)
- g. New Restrictions on Lobbying (31 C.F.R. Part 21)
- h. Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations
- i. Generally Applicable Federal Environmental Laws and Regulations

3. **Title VI Assurances.** In addition to the obligations listed above, as a condition of receiving the Payment, the Developer agrees to:

- a. Ensure its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
- b. Acknowledge that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English Proficiency (LEP). The Developer understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, the Developer shall initiate reasonable steps, or comply with the Department of the Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. The Developer understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Developer’s programs, services, and activities.

c. Consider the need for language services for LEP persons when the Developer develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

d. Acknowledge that compliance with the Assurances is binding upon the Developer and the Developer's successors, transferees, and assignees for the period in which federal financial assistance is provided.

e. Require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with the Assurances in this Title VI Assurances section.

f. Comply with, and include in any contract subject to Title VI and its regulations as follows:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

4. **Amendment Permitted.** This list of Federally Required Contract terms may be amended by City in the event that the applicable federal grant providing funding for this Agreement contains additional required terms.

5. **Debarment and Suspension.** Developer represents and warrants that, as of the execution of this Contract, neither Developer nor any subcontractor or sub-consultant performing work under this Contract (at any tier) is included on the federally debarred bidder's list listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." If at any point during Contract's term Developer or any subcontractor or sub-consultant performing work at any tier is included on the federally debarred bidder's list, Developer shall notify City immediately. Developer's completed Vendor Debarment Certification is attached hereto and incorporated herein.

6. **Record Retention.** Developer certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Developer further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of five (5) years after it receives City notice that City has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed. Unless Developer is functioning as a sub-recipient of grant funding, rather than as a contractor, this requirement is in addition to, and not in place of, City's public records retention requirements set forth elsewhere herein. In the event of conflict between local and federal retention periods, the longer retention requirement shall control.

7. **Procurement of Recovered Materials (Applies Only if the Work Involves the use of Materials).**

Pursuant to 2 CFR §200.323, Developer represents and warrants that in its performance under the Contract, Developer shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

8. **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as Amended.** If this is a contract or sub-grant in excess of \$150,000, Developer must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations must be reported to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

9. **Energy Efficiency.** Developer certifies that it will comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

10. **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352). Developer certifies that:

10.1. No federal appropriated funds have been paid or will be paid, by or on behalf of Developer, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.

10.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Developer shall request from City and provide, completed, to City the "Disclosure Form to Report Lobbying," in accordance with its instructions as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).

10.3. Developer shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

10.4. Developer's completed Byrd Anti-Lobbying Certification is attached hereto and incorporated herein.

11. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) (Applies Only to Funding Over \$100,000, When Laborers or Mechanics are Used).** Developer must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Developer must compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
12. **Right to Inventions Made Under a Contract or Agreement.** Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any applicable implementing regulations.
13. **Federal Government is Not a Party.** The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to City, Developer, or any other party pertaining to any matter resulting from the Contract.
14. **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** If this is a "prime construction contract," in its performance under the Contract, Developer shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Developer is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Developer is required to pay wages not less than once a week. **Note: this paragraph is not applicable to contracts paid for solely with ARPA SLFRF moneys.**
15. **Copeland "Anti-Kickback" Act (40 U.S.C. 3145).** If this is a "prime construction contract" in excess of \$2,000, Developer shall, in its performance of the contract, comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that Developer is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
16. **Equal Employment Opportunity.** Developer shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by EO 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
17. **Termination for Convenience.** If this Contract is for an amount in excess of \$10,000 and it lacks a termination for convenience clause, the following applies: City may terminate this Contract at any time for any reason by giving at least thirty (30) days' notice in writing from City to Developer. If Developer is terminated for convenience by City, Developer will be paid for services actually performed or commodity actually provided.

18. **Termination for Cause.** If this Contract is for an amount in excess of \$10,000 and it lacks a termination for cause clause, the following applies: If Developer shall fail to fulfill in timely and proper manner any of its obligations or violate any of the provisions of this Contract; City shall have the right to terminate this Contract. City shall notify Developer of its intent to terminate, by giving Developer prior written notice at least five (5) business days before the effective date of the termination, identifying the alleged deficiencies in Developer's performance, and shall give Developer thirty (30) days to cure such deficiencies prior to termination. In such event, all deliverables completed by Developer as of the date of termination shall, at the option of City, become property of City. Notwithstanding the above, Developer shall not be relieved of liability to City for damages sustained by City by virtue of any breach of the Contract, and City shall retain its remedies under law.

19. **Executive Order 13202- Preservation of Open Competition and Government Neutrality Towards Contractors' Labor Relations on Federal and Federally Funded Construction Contracts.** These requirements apply to recipients and sub-recipients of awards and cooperative agreements and to any manager of a construction project acting on their behalf. These individuals or employees of one of these organizations must ensure that the bid specifications, project agreements, and other controlling documents do not: (a) require or prohibit bidders, offerors, contractors, or subcontractors to enter into or adhere to agreements with one or more labor organizations, on the same or other related construction project(s); or (b) otherwise discriminate against bidders, offerors, contractors, or subcontractors for becoming or refusing to become or remain signatories, or otherwise to adhere to agreements with one or more labor organizations, on the same or other related construction project(s). Contractors or subcontractors are not prohibited from voluntarily entering into agreements with one or more labor organizations.

20. **Domestic Preferences for Procurements.** Pursuant to 2 CFR §200.322, as appropriate, and to the extent consistent with law, Developer should, to the greatest extent practicable under this Contract, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts and purchase orders for work or products under this Contract.

21 **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** Developer shall not use funds under this Contract to purchase, or enter into subcontracts to purchase, any equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of a system that is subject to 2 CFR § 200.216 (generally, video surveillance or telecommunications equipment produced by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company, their subsidiaries or affiliates, or any entity that the Secretary of Defense reasonably believes to be an entity owned or controlled by the government of a foreign country). In the event Developer identifies covered telecommunications equipment or services that constitute a substantial or essential component of any system, or as critical technology as part of any system that is subject to 2 CFR § 200.216, during Contract performance, Developer shall alert City as soon as possible and shall provide information on any measures taken to prevent recurrence.

22. **Prohibitions on Discrimination.** Developer agrees to comply with the following as applicable:

22.1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.

22.2. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.

22.3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.

22.4. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

22.5. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state or local governments or instrumentalities or agencies thereto.

22.6. Title IX of the Education Amendments of 1972 (Title IX), (20 U.S.C. 1681 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 28, which prohibits discrimination on the basis of sex in any federally funded education program or activity

23. **Financial and Program Management** As subrecipient of federal funds, Developer is required to comply with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, other than such provisions as Treasury may determine are inapplicable to this Agreement and subject to such exceptions as may be otherwise provided by Treasury.

23.1. Financial Management: Developer shall maintain records and financial documents sufficient to show compliance with section 603(c) of ARPA, Treasury's regulations implementing that section, and guidance issued by Treasury. Developer shall grant the Treasury Office of Inspector General and the Government Accountability Office or their authorized representatives, the right of access to these records in order to conduct audits or other investigations. Financial records, supporting documents, statistical records and all other records pertinent to the services purchased pursuant to this Agreement shall be retained for a period of five (5) years after all of the City's funds have been expended or returned to the Treasury Department, whichever is later.

23.2. Audit Requirements. Developer agrees to provide all reports requested by the City including, but not limited to, financial statements and reports, reports and accounting of services rendered, and any other reports or documents requested. Financial and service reports shall be provided according to a schedule (when applicable) or upon request. Developers who expend more than \$750,000 in federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F.

23.3 Recipient Integrity and Performance Matters. Developer agrees to provide any information requested by the City in order to comply with 2 CFR Appendix XII to Part 200

23.4 SAM.gov Requirements. Developer is required to comply with 2 CFR Part 25 (System for Award Management ("SAM")) and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information) unless exempted pursuant to 2 CFR § 25.110.

24. **Drug-Free Workplace.** Developer acknowledges that as a subrecipient of federal funds, it is subject to 31 CFR Part 20 (Governmentwide Requirements for Drug-Free Workplace)

25. **Relocation Assistance.** Where an agreement or project requires the relocation of persons or such person's personal property, Developer is advised that 42 USC 4601-4655 (Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970) may apply.

26. **Incorporation of Required Clauses and Conditions.** To the extent any applicable federal statute, regulation, or executive order requires any clause or condition to be included or incorporated into this Agreement between the City of Sheboygan and the Developer, and that term or condition has not been expressly included or incorporated, it is included or incorporated by reference. To the extent the Developer is required, by this Agreement or by any applicable federal statute, regulation, or executive order, to include or incorporate any clause or condition into any subsequent agreement, the Developer agrees to ensure that the required term is included.

27. **Hatch Act.** No personnel employed under this Agreement, shall be in any way or to any extent, engaged in the conduct of political activities in violation of 5 U.S.C. Ch. 15.

28. **Encouragement to Developer Regarding Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), the City encourages its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving and to establish workplace safety policies to decrease accidents caused by distracted drivers.

## CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of their knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Developer certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Developer understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

**Partners for Community Development, Inc.**

BY \_\_\_\_\_  
Karin Kirchmeier, Executive Director

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



## CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of their knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Developer certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Developer understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

**KG Development Group, LLC**

BY \_\_\_\_\_  
Anthony Kazee, Principal

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

**CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

Federal Executive Order 12549 requires that all contractors receiving individual awards, using federal funds and all subrecipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from doing business with the Federal Government. By signing below, the undersigned certifies that its organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: [www.sam.gov](http://www.sam.gov) and <https://acquisition.gov/far/index.html>.

Your signature certifies that neither you nor your principal is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

**Partners for Community Development, Inc.**

BY \_\_\_\_\_  
Karin Kirchmeier, Executive Director

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

**CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

Federal Executive Order 12549 requires that all contractors receiving individual awards, using federal funds and all subrecipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from doing business with the Federal Government. By signing below, the undersigned certifies that its organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: [www.sam.gov](http://www.sam.gov) and <https://acquisition.gov/far/index.html>.

Your signature certifies that neither you nor your principal is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

**KG Development Group, LLC**

BY \_\_\_\_\_  
Anthony Kazee, Principal

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

## APPENDIX B

### INSTRUCTIONS FOR EXECUTING LEGAL DOCUMENT

#### CORPORATION INSTRUCTIONS

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

(*Corporate Seal*)

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

#### LIMITED LIABILITY COMPANY INSTRUCTIONS

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

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

#### PARTNERSHIP INSTRUCTIONS

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

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

#### INDIVIDUAL INSTRUCTIONS

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

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

## APPENDIX C

### City of Sheboygan Insurance Requirements

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

1. INSURANCE REQUIREMENTS — MINIMUM REQUIRED LIABILITY LIMITS.

- a. Commercial General Liability:
  - i. Each Occurrence: \$1,000,000
  - ii. Personal Injury: \$1,000,000
  - iii. General Aggregate: \$2,000,000
  - iv. Medical Expense: \$5,000/any one person
  - v. Products–Completed Operations (to remain in full force and effect for two years after the completion of the work or the termination/expiration of the contract, whichever is later): IF APPLICABLE, aggregate of \$2,000,000
  - vi. Fire Damage: IF APPLICABLE, \$50,000/any one fire
- b. Automobile Liability: Must have coverage at least as broad as Insurance Services Office Business Automobile Form, with minimum limits of \$1,000,000 combined single limit per accident for Bodily Injury and Property Damage, provided on a Symbol #1– “Any Auto” basis.
- c. Workers’ Compensation and Employers Liability Insurance: As required by the State of Wisconsin, must have sufficient limits to meet underlying Umbrella Liability insurance requirements. IF APPLICABLE for the work, coverage must include Maritime (Jones Act) or Longshoremen’s and Harbor Workers Act coverage.
- d. Umbrella Liability: Coverage at least as broad as the underlying Commercial General Liability, Automobile Liability and Employers Liability, with a minimum limit of \$2,000,000 each occurrence and \$2,000,000 aggregate, and a maximum self-insured retention of \$10,000.
- e. Aircraft/Watercraft Liability: IF APPLICABLE, Aircraft and Watercraft Liability insurance must be in force with a limit of \$3,000,000 per occurrence for Bodily Injury and Property Damage including Passenger liability and including liability for any slung cargo.
- f. Builder’s Risk/Installation Floater/Contractor’s Equipment or Property: The City of Sheboygan will not assume responsibility for loss, including loss of use, for damage to property, materials, tools, equipment, and items of a similar nature which are being either used in the work being performed by the contractor or its subcontractors or are to be built, installed, or erected by the contractor or its subcontractors.

2. INSURANCE REQUIREMENTS FOR SUBCONTRACTORS. All subcontractors shall be required to obtain Commercial General Liability, Automobile Liability, Workers’ Compensation and Employers Liability as broad and with the same limits as those required per Contractor requirements, excluding Umbrella Liability, contained in Section 1 above.

3. MISCELLANEOUS

- a. All insurance must be primary and non-contributory to any insurance or self-insurance carried by City of Sheboygan.
- b. Insurers must have an A.M. Best rating of no less than A- and a Financial Size Category of no less than Class VI, and be authorized as an admitted insurance company in the state of Wisconsin.
- c. The City of Sheboygan and its officers, council members, agents, employees and volunteers must be named as additional insured.
- d. Certificates of Insurance acceptable to the City of Sheboygan must be submitted concurrently with the execution of the contract. These certificates must contain a provision that coverage afforded under the policies will not be canceled or non-renewed until at least thirty (30) calendar days’ prior written notice has been given to the City of Sheboygan.