



FOURTH REGULAR COMMON COUNCIL MEETING AGENDA

May 20, 2024 at 6:00 PM

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

"Attitude is a little thing that makes a big difference" Winston Churchill

This meeting may be viewed LIVE on Charter Spectrum Channel 990, AT&T U-Verse Channel 99 and:
www.wcssheboygan.com/vod.

Notice of the 4th Regular Meeting of the 2023-2024 Common Council at 6:00 PM, MONDAY, May 20, 2024 in City Hall, 3rd Floor - Council Chambers, 828 Center Avenue, Sheboygan, WI. Persons with disabilities who need accommodations to attend the meeting should contact Meredith DeBruin at the City Clerk's Office, 828 Center Avenue, (920) 459-3361.

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

OPENING OF MEETING

1. Roll Call

Aldersperson Felde may attend meeting remotely

2. Pledge of Allegiance

3. Approval of Minutes

Third Regular Council Meeting held on May 6, 2024

4. Mayoral Appointments

Aldersperson Dan Peterson to Historic Perservation Commission

Aldersperson Robert La Fave to Redevelopment Authority

5. Public Forum

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

6. Mayor's Announcements

Upcoming Community Events, Proclamations, Employee Recognitions

CONSENT

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

- 8.** R. C. No. 3-24-25 by Public Works Committee to whom was referred Res. No. 6-24-25 by Alderspersons Dekker and Ramey authorizing the City Forester to apply for an Inflation Reduction Act Urban Forestry Grant through the Wisconsin Department of Natural Resources, designating the City Forester as the City's Authorized Representative for same, and authorizing staff to undertake the steps necessary to comply with the grant requirements.; recommends adopting the Resolution.

- [9.](#) R. C. No. 2-24-25 by Public Works Committee to whom was referred Res. No. 13-24-25 by Alderpersons Dekker and Ramey authorizing the appropriate City officials to enter into a contract with J.F. Ahern Co. for the installation of two Turbo Blowers at the Wastewater Treatment Plant and authorizing an amendment to the 2024 budget; recommends adopting the Resolution.
- [10.](#) R. C. No. 1-24-25 by Public Works Committee to whom was referred Res. No. 11-24-25 by Alderpersons Dekker and Ramey authorizing the appropriate City officials to communicate an interest in entering into a five-year lease for a 2024 Model Vactor 2100i sanitary sewer maintenance vehicle for the Department of Public Works; recommends adopting the Resolution.
- [11.](#) R. C. No. 7-24-25 by Finance and Personnel Committee to whom was referred Res. No. 14-24-25 by Alderpersons Mitchell and Perrella authorizing the appropriate City officials to execute an engagement letter with Quarles & Brady LLP to serve as bond counsel and disclosure counsel for the City of Sheboygan; recommends adopting the Resolution.
- [12.](#) R. C. No. 10-24-25 by Finance and Personnel Committee to whom was referred Res. No. 8-24-25 by Alderpersons Mitchell and Perrella authorizing entering into a Tax Incremental District Development Agreement with Van Horn Properties of Sheboygan LLC regarding the development improvements to be located on Wilgus Avenue in the City of Sheboygan; recommends adopting the Resolution.
- [13.](#) R. C. No. 9-24-25 by Finance and Personnel Committee to whom was referred Res. No. 5-24-25 by Alderpersons Mitchell and Perrella discontinuing collection efforts for historical warrant fees; recommends adopting the Resolution.
- [14.](#) R. C. No. 13-24-25 by Finance and Personnel Committee to whom was referred R. O. No. 7-24-25 by City Administrator submitting, for information, a copy of the City of Sheboygan Affordable Housing Policy; recommends filing the document.
- [15.](#) R. C. No. 11-24-25 by Finance and Personnel Committee to whom was referred Res. No. 2-24-25 by Alderpersons Mitchell and Perrella authorizing City staff to file a claim in *In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation, MDL 1720 (MKB) (JO)*; recommends adopting the Resolution.
- [16.](#) R. C. No. 12-24-25 by Finance and Personnel Committee to whom was referred Res. No. 4-24-25 by Alderpersons Mitchell and Perrella authorizing an amendment to the 2024 budget for the transfer of remaining cash balances from the TID 6, 10, 12, 13, 14 and 15 Funds to the Affordable Housing Fund; recommends adopting the Resolution.
- [17.](#) R. C. No. 15-24-25 by Finance and Personnel Committee to whom was referred R. C. No. 262-23-24 by Finance and Personnel Committee to whom was referred R. O. No. 126-23-24 by City Clerk submitting a claim from Albert J. Istvanek for alleged injuries to his dog at the Dog Run Park on 18th Street; recommends filing the claim.
- [18.](#) R. C. No. 14-24-25 by Finance and Personnel Committee to whom was referred R. O. No. 8-24-25 by Director of Human Resources and Labor Relations submitting, for information, a copy of the Memo dated April 11, 2024 sent to all Non-Represented Employees regarding updates to the City of Sheboygan's Employee Handbook, along with a copy of the Employee Handbook revised April 2024.; recommends filing the document.
- [19.](#) R. C. No. 16-24-25 by Finance and Personnel Committee to whom was referred R. O. No. 139-23-24 by Director of Human Resources & Labor Relations submitting an exit interview report for Quarter 1 for the City of Sheboygan; recommends filing the report.

- [20.](#) R. C. No. 17-24-25 by Finance and Personnel Committee to whom was referred R. O. No. 138-23-24 by City Clerk submitting a Petition, Notice, and List of Tax Liens of Sheboygan County being foreclosed in the matter of the Foreclosure of Tax Liens under Wis. Stat. §75-521 by Sheboygan County, List of Tax Liens for 2019 and 2020; recommends filing the report.
- [21.](#) R. C. No. 19-24-25 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 135-23-24 by Fire Chief Eric Montellano pursuant to section 24-459 of the Municipal Code, submitting the quarterly report showing the Benchmark Measurements for the fire department, for the period commencing January 1, 2024 and ending March 31, 2024; recommends filing the report.
- [22.](#) R. C. No. 18-24-25 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 134-23-24 by Police Chief Christopher Domagalski pursuant to section 30-50 of the Municipal Code, submitting the quarterly report for the police department for the period commencing January 1, 2024 and ending March 31, 2024; recommends filing the report.
- [23.](#) R. C. No. 20-24-25 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 140-24-25 By City Clerk submitting various license applications; recommends granting all applications with caveat for license no. 2726 (JMKAC) to grant contingent upon obtaining street festival permit for dates in question.
- [24.](#) R. C. No. 21-24-25 by Licensing, Hearings, and Public Safety Committee to whom was referred pursuant to R. O. No. 9-24-25 by City Clerk submitting various license applications; recommends granting all applications with caveats.
- [25.](#) R. C. No. 22-24-25 by Licensing, Hearings, and Public Safety Committee to whom was referred Res. No. 12-24-25 by Alderpersons Rust and La Fave authorizing the appropriate City official to complete and sign Part G of Wisconsin Department of Revenue Form AB-105 submitted by Three Sheeps Brewing Company, LLC; recommends adopting the Resolution.

REPORT OF OFFICERS

- [26.](#) R. O. No. 11-24-25 by City Attorney providing background on the legal issues surrounding Res. No. 19-24-25 regarding corporate authority, and making recommendations related thereto.
- [27.](#) R. O. No. 12-24-25 by City Clerk submitting various license applications. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

RESOLUTIONS

- [28.](#) Res. No. 19-24-25 by Alderpersons Dekker, Rust, and Mitchell to issue licenses to entities without Statement of Authority from Wisconsin Department of Financial Institutions.
- [29.](#) Res. No. 18-24-25 by Alderpersons Mitchell and Perrella amending the 2024 budget for various expenses incurred or planned. REFER TO FINANCE AND PERSONNEL COMMITTEE

REPORT OF COMMITTEES

- [30.](#) R. C. No. 4-24-25 by Finance and Personnel Committee to whom was referred Direct Referral R. O. No. 10-24-25 by City Administrator Casey Bradley submitting a communication from City Administrator Casey Bradley to Mayor Ryan Sorenson and Common Council members providing background information on the proposed development agreement between the City of Sheboygan and Van Horn Properties of Sheboygan LLC; recommends filing the document.

- 31.** R. C. No. 5-24-25 by Finance and Personnel Committee to whom was referred Direct Referral Res. No. 16-24-25 by Alderpersons Mitchell and Perrella authorizing the Harbor Centre Marina Manager to offer convenience store-type goods for sale and establishing a framework for such sales; recommends adopting the Resolution.
- 32.** R. C. No. 6-24-25 by Finance and Personnel Committee to whom was referred Direct Referral Res. No. 17-24-25 by Alderpersons Mitchell and Perrella authorizing entering into an Amended and Restated Development Agreement and a Grant Agreement with Partners for Community Development, Inc. and Gateway Apartments, LLC regarding an affordable housing project to be located at the corner of North 13th Street and Erie Avenue; recommends adopting the Resolution.
- 33.** R. C. No. 8-24-25 by Finance and Personnel Committee to whom was referred Res. No. 15-24-25 by Alderpersons Mitchell and Perrella authorizing the Issuance and Establishing Parameters for the Sale of Not to Exceed \$23,165,000 General Obligation Promissory Notes, Series 2024A; recommends adopting the Resolution.
- 34.** R. C. No. 23-24-25 by Licensing, Hearings, and Public Safety Committee to whom was referred Res. No. 7-24-25 by Alderpersons Rust and La Fave authorizing the appropriate City officials to execute the Intergovernmental Agreement for Law Enforcement Services for the 2024 Republican National Convention in Milwaukee, Wisconsin, between the City of Milwaukee and the City of Sheboygan; recommends adopting the Resolution.

OTHER MATTERS AUTHORIZED BY LAW

CLOSED SESSION

- 35.** Motion to convene in closed session under the exemption provided in Sec. 19.85(1)(g), for conferring with legal counsel with respect to currently pending employment litigation and potential litigation related to the condemnation of property for alley repair purposes.

ADJOURN MEETING

- 36.** 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

THIRD REGULAR COMMON COUNCIL MEETING MINUTES

Monday, May 06, 2024

OPENING OF MEETING

1. Roll Call

Alders present: Dekker, Felde (remote 6:32 p.m.), Heidemann, Mitchell, Perrella, Ramey, Rust, Peterson, Belanger, La Fave – 10.

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

First and Second Regular Council Meetings held on April 16 and April 22, 2024 respectively

MOTION TO APPROVE

Motion made by Dekker, Seconded by Rust.

Voting Yea: Dekker, Heidemann, Mitchell, Perrella, Ramey, Rust, Peterson, Belanger, La Fave – 9.

4. Confirmation of Mayor's Appointments

Ann Steenwyk to the Police and Fire Commission

Tomomi Kanemaru to the Mayor's International Committee

MOTION TO CONFIRM

Motion made by Dekker, Seconded by Rust.

Voting Yea: Dekker, Heidemann, Mitchell, Perrella, Ramey, Rust, Peterson, Belanger, La Fave – 9.

5. Public Forum

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

6. Mayor's Announcements

Upcoming Community Events, Proclamations, Employee Recognitions

7. Presentation

City of Sheboygan 2024-2025 Work Plan by City Administrator Casey Bradley

HEARINGS

8. Hearing 1-24-25, pursuant to letters sent and a notice published by the City Clerk, allowing interested persons to be heard regarding a change in the Land Use Classification for property located around 929 Greenfield Avenue including Parcel Nos. 59281321761, 59281321762, and 59281321763 from Class Suburban Residential (SR-5) to Class Suburban Residential (SR-5) with PUD overlay Classification.

No one spoke.

MOTION TO CLOSE HEARING

Motion made by Dekker, Seconded by Rust.

Voting Yea: Dekker, Felde, Heidemann, Mitchell, Perrella, Ramey, Rust, Peterson, Belanger, La Fave – 10.

- 9. Hearing 2-24-25 allowing interested persons an opportunity to be heard relative to a proposed General Development Plan (GDP) submitted by Abacus Architects, Inc. to construct an addition to the Sheboygan Christian School located at 929 Greenfield Avenue.

No one spoke.

MOTION TO CLOSE HEARING

Motion made by Dekker, Seconded by Rust.

Voting Yea: Dekker, Felde, Heidemann, Mitchell, Perrella, Ramey, Rust, Peterson, Belanger, La Fave – 10.

CONSENT

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

Motion made by Dekker, Seconded by Rust.

Voting Yea: Dekker Felde, Heidemann, Mitchell, Perrella, Ramey, Rust, Peterson, Belanger, La Fave – 10.

- 11. R. O. No. 3-24-25 by Library Director submitting a Resolution in recognition of the service of Barbara Alvarez to Mead Public Library.

MOTION TO ACCEPT AND FILE

Motion made by Dekker, Seconded by Rust.

Voting Yea: Dekker, Felde, Heidemann, Mitchell, Perrella, Ramey, Rust, Peterson, Belanger, La Fave – 10.

- 12. R. O. No. 4-24-25 by Board of Water Commissioners submitting a copy of the 2023 Annual Audited Financial Statements, including Independent Auditor's Report, on the Sheboygan Water Utility.

MOTION TO ACCEPT AND FILE

Motion made by Dekker, Seconded by Rust.

Voting Yea: Dekker, Felde, Heidemann, Mitchell, Perrella, Ramey, Rust, Peterson, Belanger, La Fave – 10.

- 13. R. O. No. 5-24-25 by Board of Water Commissioners submitting a copy of the 2023 Wisconsin Public Service Commission of Wisconsin Annual Report on the Sheboygan Water Utility.

MOTION TO ACCEPT AND FILE

Motion made by Dekker, Seconded by Rust.

Voting Yea: Dekker, Felde, Heidemann, Mitchell, Perrella, Ramey, Rust, Peterson, Belanger, La Fave – 10.

- 14. R. O. No. 6-24-25 by Board of Water Commissioners submitting the Board of Water Commissioner' Report on the Water Utility for the first quarter of 2024.

MOTION TO ACCEPT AND FILE

Motion made by Dekker, Seconded by Rust.

Voting Yea: Dekker, Felde, Heidemann, Mitchell, Perrella, Ramey, Rust, Peterson, Belanger, La Fave – 10.

REPORT OF OFFICERS

15. R. O. No. 1-24-25 by City Clerk submitting a Summons and Complaint in the matter of BankUnited N.A. vs. Joseph P. Champeau et al. REFER TO FINANCE AND PERSONNEL COMMITTEE
16. R. O. No. 2-24-25 by City Clerk submitting a Notice of Claim from Steven Bastien for alleged damages due to sewer blockage. REFER TO FINANCE AND PERSONNEL COMMITTEE
17. R. O. No. 7-24-25 by City Administrator submitting, for information, a copy of the City of Sheboygan Affordable Housing Policy. REFER TO FINANCE AND PERSONNEL COMMITTEE
18. R. O. No. 8-24-25 by Director of Human Resources and Labor Relations submitting, for information, a copy of the Memo dated April 11, 2024 sent to all Non-Represented Employees regarding updates to the City of Sheboygan's Employee Handbook, along with a copy of the Employee Handbook revised April 2024. REFER TO FINANCE AND PERSONNEL COMMITTEE
19. R. O. No. 9-24-25 by City Clerk submitting various license applications. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

RESOLUTIONS

20. Res. No. 1-24-25 by Alderperson Dekker requesting the Mayor to reactivate various special committees for the 2024-2025 Council year. ADOPT RESOLUTION

MOTION TO ADOPT THE RESOLUTION

Motion made by Dekker, Seconded by Rust.

Voting Yea: Dekker, Felde, Heidemann, Mitchell, Perrella, Ramey, Rust, Peterson, Belanger, La Fave – 10.

21. Res. No. 9-24-25 by Alderpersons Mitchell and Ramey approving the General Development Plan submitted by Abacus Architects, Inc. for construction of an addition to the Sheboygan Christian School on parcel nos. 59281321763, 59281321761, and 59281321762 within a Planned Unit Development (PUD) zone. ADOPT THE RESOLUTION

MOTION TO ADOPT THE RESOLUTION

Motion made by Dekker, Seconded by Rust.

Voting Yea: Dekker, Felde, Heidemann, Mitchell, Perrella, Ramey, Rust, Peterson, Belanger, La Fave – 10.

- 22. Res. No. 3-24-25 by Alderpersons Dekker and Rust authorizing expenditure of funds received part of the Criminal Justice, Law Enforcement Drug Trafficking Response (2024) Grant Solicitation.

REQUEST TO SUSPEND THE RULES

Request made by Dekker, Belanger requested clarification on suspension.

Voting Yea: Dekker, Felde, Heidemann, Mitchell, Perrella, Ramey, Rust, Peterson, Belanger, La Fave – 10.

MOTION TO ADOPT THE RESOLUTION

Motion made by Dekker, Seconded by Rust.

Voting Yea: Dekker, Felde, Heidemann, Mitchell, Perrella, Ramey, Rust, Peterson, Belanger, La Fave – 10.

- 23. Res. No. 10-24-25 by Alderpersons Dekker and Ramey amending the Marina and Riverfront Slips Fee Schedule.

REQUEST TO SUSPEND THE RULES

Request made by Dekker, Belanger requested clarification on suspension.

Voting Yea: Dekker, Felde, Heidemann, Mitchell, Perrella, Ramey, Rust, Peterson, Belanger, La Fave – 10.

MOTION TO ADOPT THE RESOLUTION

Motion made by Dekker, Seconded by Rust.

Voting Yea: Dekker, Felde, Heidemann, Mitchell, Perrella, Ramey, Rust, Peterson, Belanger, La Fave – 10.

- 24. Res. No. 2-24-25 by Alderpersons Mitchell and Perrella authorizing City staff to file a claim in *In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation, MDL 1720 (MKB) (JO)*. REFER TO FINANCE AND PERSONNEL COMMITTEE

- 25. Res. No. 4-24-25 by Alderpersons Mitchell and Perrella authorizing an amendment to the 2024 budget for the transfer of remaining cash balances from the TID 6, 10, 12, 13, 14 and 15 Funds to the Affordable Housing Fund. REFER TO FINANCE AND PERSONNEL COMMITTEE

- 26. Res. No. 5-24-25 by Alderpersons Mitchell and Perrella discontinuing collection efforts for historical warrant fees. REFER TO FINANCE AND PERSONNEL COMMITTEE

- 27. Res. No. 6-24-25 by Alderpersons Dekker and Ramey authorizing the City Forester to apply for an Inflation Reduction Act Urban Forestry Grant through the Wisconsin Department of Natural Resources, designating the City Forester as the City's Authorized Representative for same, and authorizing staff to undertake the steps necessary to comply with the grant requirements. REFER TO PUBLIC WORKS COMMITTEE

- 28. Res. No. 7-24-25 by Alderpersons Rust and La Fave authorizing the appropriate City officials to execute the Intergovernmental Agreement for Law Enforcement Services for the 2024 Republican National Convention in Milwaukee, Wisconsin, between the City of Milwaukee and the City of Sheboygan. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

- 29. Res. No. 8-24-25 by Alderpersons Mitchell and Perrella authorizing entering into a Tax Incremental District Development Agreement with Van Horn Properties of Sheboygan LLC regarding the development improvements to be located on Wilgus Avenue in the City of

30. Res. No. 11-24-25 by Alderpersons Dekker and Ramey authorizing the appropriate City officials to communicate an interest in entering into a five-year lease for a 2024 Model Vactor 2100i sanitary sewer maintenance vehicle for the Department of Public Works. REFER TO PUBLIC WORKS COMMITTEE
31. Res. No. 12-24-25 by Alderpersons Rust and La Fave authorizing the appropriate City official to complete and sign Part G of Wisconsin Department of Revenue Form AB-105 submitted by Three Sheeps Brewing Company, LLC. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE
32. Res. No. 13-24-25 by Alderpersons Dekker and Ramey authorizing the appropriate City officials to enter into a contract with J.F. Ahern Co. for the installation of two Turbo Blowers at the Wastewater Treatment Plant and authorizing an amendment to the 2024 budget. REFER TO PUBLIC WORKS COMMITTEE
33. Res. No. 14-24-25 by Alderpersons Mitchell and Perrella authorizing the appropriate City officials to execute an engagement letter with Quarles & Brady LLP to serve as bond counsel and disclosure counsel for the City of Sheboygan. REFER TO FINANCE AND PERSONNEL COMMITTEE
34. Res. No. 15-24-25 by Alderpersons Mitchell and Perrella authorizing the Issuance and Establishing Parameters for the Sale of Not to Exceed \$23,165,000 General Obligation Promissory Notes, Series 2024A. REFER TO FINANCE AND PERSONNEL COMMITTEE

MATTERS LAID OVER

35. R. O. No. 137-23-24 by City Plan Commission to whom was referred Direct Referral Gen. Ord. No. 43-23-24 by Alderperson Mitchell and Direct Referral R. O. No. 133-23-24 by City Clerk amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification for property located around 929 Greenfield Avenue including Parcel Nos. 59281321761, 59281321762, and 59281321763 from Class Suburban Residential (SR-5) to Class Suburban Residential (SR-5) with PUD overlay Classification; recommends filing the R. O. and adopting the Ordinance. REFER TO THE 2024-2025 COUNCIL FOR APPROVAL

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

Motion made by Dekker, Seconded by Rust.

Voting Yea: Dekker, Felde, Heidemann, Mitchell, Perrella, Ramey, Rust, Peterson, Belanger, La Fave – 10.

OTHER MATTERS AUTHORIZED BY LAW

ADJOURN MEETING

36. Motion to Adjourn

MOTION TO ADJOURN AT 6:44 PM

Motion made by Dekker, Seconded by Rust.

Voting Yea: Dekker, Felde, Heidemann, Mitchell, Perrella, Ramey, Rust, Peterson, Belanger, La Fave – 10.



May 13th 2024

TO THE HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointments for your confirmation:

- Alderperson Dan Peterson to be considered for appointment to the Historic Preservation Commission
- Alderperson Robert La Fave to be considered for appointment to the Redevelopment Authority

Ryan Sorenson
Mayor
City of Sheboygan

Office of the Mayor

CITY HALL
828 CENTER AVE.
SHEBOYGAN, WI 53081

920-459-3317
www.sheboyganwi.gov

**CITY OF SHEBOYGAN
R. C. 3-24-25**

BY PUBLIC WORKS COMMITTEE.

MAY 20, 2024.

Your Committee to whom was referred Res. No. 6-24-25 by Alderpersons Dekker and Ramey authorizing the City Forester to apply for an Inflation Reduction Act Urban Forestry Grant through the Wisconsin Department of Natural Resources, designating the City Forester as the City's Authorized Representative for same, and authorizing staff to undertake the steps necessary to comply with the grant requirements.; recommends adopting the Resolution.

Committee:

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

**CITY OF SHEBOYGAN
RESOLUTION 6-24-25**

BY ALDERPERSONS DEKKER AND RAMEY.

MAY 6, 2024.

A RESOLUTION authorizing the City Forester to apply for an Inflation Reduction Act Urban Forestry Grant through the Wisconsin Department of Natural Resources, designating the City Forester as the City's Authorized Representative for same, and authorizing staff to undertake the steps necessary to comply with the grant requirements.

WHEREAS, the Wisconsin Department of Natural Resources (“WI DNR”) offers municipal grants for the purpose of funding urban and community forest projects as specified in Ch. NR 47, Wis. Adm. Code such as tree inventories, site preparation, proactive maintenance, tree planting and establishment, public education and outreach, and other urban forestry related projects; and

WHEREAS, City staff desires to apply for an Inflation Reduction Act Urban Forestry Grant (“Grant”) of \$294,000 for the timeframe starting September 3, 2024 and expiring September 30, 2027, the maximum amount of which is \$500,000; and

WHEREAS, the Grant does not require the City to match funding.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council designates the City Forester as the Authorized Representative for the Grant purposes and directs the City Forester to submit a grant application to the WI DNR prior to the June 3, 2024 deadline and to comply with all grant agreements, reporting, and reimbursement requirements.

BE IT FURTHER RESOLVED: That if the grant application is approved, the Finance Director may draw up to \$294,000 from Account No. 400300-641150 (Capital Projects Trees/Forestry) to make initial payments so that the Authorized Representative may seek reimbursement from the WI DNR. The revenue would be receipted to Account No. 400-436900 (Capital Projects State Grants-Other).

BE IT FURTHER RESOLVED: That City staff shall comply with all local, state, and federal rules, regulations, and ordinances relating to this project and the agreement.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of Sheboygan

Meredith DeBruin, City Clerk, City of Sheboygan

**CITY OF SHEBOYGAN
R. C. 2-24-25**

BY PUBLIC WORKS COMMITTEE.

MAY 20, 2024.

Your Committee to whom was referred Res. No. 13-24-25 by Alderpersons Dekker and Ramey authorizing the appropriate City officials to enter into a contract with J.F. Ahern Co. for the installation of two Turbo Blowers at the Wastewater Treatment Plant and authorizing an amendment to the 2024 budget; recommends adopting the Resolution.

Committee:

_____	_____
_____	_____
_____	_____

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

**CITY OF SHEBOYGAN
RESOLUTION 13-24-25**

BY ALDERPERSONS DEKKER AND RAMEY.

MAY 6, 2024.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with J.F. Ahern Co. for the installation of two Turbo Blowers at the Wastewater Treatment Plant and authorizing an amendment to the 2024 budget.

WHEREAS, the City purchased two APG Turbo Blowers for the Wastewater Treatment Plant (“WWTP”) via Resolution No. 55-23-24 adopted September 5, 2023; and

WHEREAS, Resolution No. 55-23-24 authorized City staff to complete the purchase and to contract with a qualified contractor for installation of the blowers for a total amount not to exceed \$600,000; and

WHEREAS, while the Department of Natural Resources (“DNR”) was reviewing WWTP’s application to install the blowers, City staff was working with engineering professionals to develop an installation plan in order to minimize delay in installation once the DNR approved the project; and

WHEREAS, the blowers themselves cost \$398,514, leaving \$201,486 for engineering and installation services; and

WHEREAS, through installation plan development, additional safety features, engineering services and material purchases were identified as necessary, the costs of which, when added to the installation costs, raise the total project amount beyond the previously approved \$600,000 limit. Specifically, engineers are adding roof platforms to the project scope to allow staff to maintain large new pipes safely, existing programmable logic controls (PLCs) were found to be obsolete and are being replaced and reprogrammed, and the removal of obsolete ventilation equipment added to the scope of work needed on the building itself; and

WHEREAS, the City has advertised for bids to install the blowers; and

WHEREAS, the lowest bid of the four submitted received was from J.F. Ahern Co. for \$380,000; and

WHEREAS, the City’s Civil Engineer/Project Manager has reviewed the bids and determined that the low bid met all of the project specifications; and

WHEREAS, pursuant to Res. No. 486-93-94, a Declaration of Official Intent to reimburse expenditures related to the project has been completed.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and City Clerk are hereby authorized to enter into the attached agreement with J.F. Ahern Co. for the construction of the Project.

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

INCREASE:

Wastewater Fund – Wastewater – Equipment Replacement (Acct. No. 630361-659200)	\$315,807
Wastewater Fund – Wastewater – Fund Equity Applied (Acct. No. 630-493000)	\$315,807

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds from Account No. 630361-659200 (Wastewater Fund – Wastewater – Equipment Replacement) upon the agreement being fully executed by all parties, to pay for the construction done pursuant to the agreement.

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

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
		Section:	00 52 00		
		Bid Number:	2483-24	Page:	1 of 7

AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between City of Sheboygan (“Owner”) and
J.F. Ahern Co. (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: municipal street and utility construction.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **installation of two aeration blowers for the City’s Wastewater Treatment Plant.**

ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by Donohue and Associates, Inc.
3.02 Donohue & Associates, Inc. will assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*


A. The Work will be substantially completed within 280 days after the date when the Contract Times commence to run as provided in Article 4 of the General Conditions or as written into the Bid Form (whichever is earliest), and completed and ready for final payment in accordance with Article 15 of the General Conditions within 30 days after the date of Substantial Completion.

4.03 *Milestones*

A. None.

4.04 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

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1. Substantial Completion: Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
 4. Milestones: Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of each Milestone, until Milestone is achieved.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner’s sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.05 *Special Damages*

- C. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor’s failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- D. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds as follows: \$380,000.

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ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on the third Wednesday of the Month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 0 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.


6.04 *Interest*

- A. All amounts not paid when due shall bear interest at the rate of 0 percent per annum.

ARTICLE 7 – CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of the following:
1. This Agreement.
 2. Bonds:


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- a. Performance bond (together with power of attorney).
- b. Payment bond (together with power of attorney).
3. Specifications as listed in the table of contents of the project manual (copy of list attached and incorporated by reference).
4. Drawings as listed in the table of contents of the drawings (copy of list attached and incorporated by reference).
5. Addenda (not attached but incorporated by reference)
 - a. Number 1 dated 3/22/2024.
6. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed,
 - b. Work Change Directives,
 - c. Change Orders,
 - d. Field Order,
 - e. Task Orders.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8 – ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

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6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

8.02 *Contractor's Certifications*


- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

CITY OF SHEBOYGAN PUBLIC WORKS	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
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PROJECT MANU				
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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:
 (Signatures authorized pursuant to Res. ____-23-24)
City of Sheboygan

CONTRACTOR:
J.F. Ahern Co.

By: _____
 (signature)
 Name, Title: Ryan Sorenson, Mayor

By: _____
 (signature)
 Name, Title: _____ (printed)

Date: _____

Date: _____

Attest:

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

By: _____
 (signature)
 Name, Title: Meredith DeBruin, City Clerk

Address for giving notices:

Date: _____

Address for giving notices:
 City of Sheboygan – Engineering Division
 2026 New Jersey Avenue
 Sheboygan, WI 53081

Approved by: _____
 (signature)
 Name, Title: Evan Grossen, Deputy Finance Director/Comptroller
 Date: _____

Approved as to form and Execution by: _____
 (signature)
 Name, Title: Charles C. Adams, City Attorney
 Date: _____

**CITY OF SHEBOYGAN
R. C. 1-24-25**

BY PUBLIC WORKS COMMITTEE.

MAY 20, 2024.

Your Committee to whom was referred Res. No. 11-24-25 by Alderpersons Dekker and Ramey authorizing the appropriate City officials to communicate an interest in entering into a five-year lease for a 2024 Model Vactor 2100i sanitary sewer maintenance vehicle for the Department of Public Works; recommends adopting the Resolution.

Committee:

_____	_____
_____	_____
_____	_____

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

**CITY OF SHEBOYGAN
RESOLUTION 11-24-25**

BY ALDERPERSONS DEKKER AND RAMEY.

MAY 6, 2024.

A RESOLUTION authorizing the appropriate City officials to communicate an interest in entering into a five-year lease for a 2024 Model Vactor 2100i sanitary sewer maintenance vehicle for the Department of Public Works.

WHEREAS, the City of Sheboygan Department of Public Works currently leases two Vactor sewer maintenance vehicles for use in maintaining the City's sanitary sewer network. One of these leases matures in 2025 and, due to long lead times associated with heavy duty trucks and equipment, the vendor, MacQueen Equipment, LLC has requested some level of commitment from the City regarding its intention to lease the new vehicle; and

WHEREAS, the City originally entered a leasing program for these vehicles in 2014. This program has been beneficial in assuring that these critical vehicles are in a constant state of good repair and readiness when responding to sanitary sewer emergencies; and

WHEREAS, the lease agreement includes maintenance for the specialized systems and equipment on the leased vehicles, thereby assuring that the City is able to rely on a set residual value of the vehicle at the time of lease maturity, which is then used to offset the lease payment amount for the next five-year term; and

WHEREAS, pursuant to Wis. Stat. § 65.06(1), the City acknowledges that it may not expend money nor incur liabilities unless specially authorized by law during the budget period for which such expense or liability is incurred.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are authorized to communicate the City's desire to enter into a five-year lease for the lease of a 2024 Vactor 2100i sanitary sewer maintenance vehicle in 2025 subject to approval by the Common Council during the budget period for which said agreement will be entered into.

BE IT FURTHER RESOLVED: That staff is encouraged to ensure adequate funding is available in Account No. 630310- 641400 (Wastewater Fund - Sanitary Sewer Lines) for the lease.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of Sheboygan

Meredith DeBruin, City Clerk, City of Sheboygan

**CITY OF SHEBOYGAN
R. C. 7-24-25**

BY FINANCE AND PERSONNEL COMMITTEE.

MAY 20, 2024.

Your Committee to whom was referred Res. No. 14-24-25 by Alderpersons Mitchell and Perrella authorizing the appropriate City officials to execute an engagement letter with Quarles & Brady LLP to serve as bond counsel and disclosure counsel for the City of Sheboygan; recommends adopting the Resolution.

Committee:

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

**CITY OF SHEBOYGAN
RESOLUTION 14-24-25**

BY ALDERPERSONS MITCHELL AND PERRELLA.

MAY 6, 2024.

A RESOLUTION authorizing the appropriate City officials to execute an engagement letter with Quarles & Brady LLP to serve as bond counsel and disclosure counsel for the City of Sheboygan.

RESOLVED: That the appropriate City officials are hereby authorized to enter into the attached engagement letter with Quarles & Brady LLP to serve as bond counsel and disclosure counsel for the City of Sheboygan regarding the proposed issuance \$23,165,000 City of Sheboygan General Obligation Promissory Notes, Series 2024A.

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



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Indianapolis
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Milwaukee
Minneapolis
Naples
Phoenix
St. Louis
San Diego
Tampa
Tucson
Washington, D.C.

May 2, 2024

VIA EMAIL

Ms. Meredith DeBruin
City Clerk
City of Sheboygan
City Hall
828 Center Avenue
Sheboygan, WI 53081-4442

Scope of Engagement Re: Proposed Issuance of \$23,165,000 City of Sheboygan (the "City") General Obligation Promissory Notes, Series 2024A (the "Securities")

Dear Meredith:

We are pleased to be working with you again as the City's bond counsel and disclosure counsel. Thank you for your confidence in us.

The purpose of this letter is to set forth the role we propose to serve and responsibilities we propose to assume as bond counsel and disclosure counsel in connection with the issuance of the above-referenced Securities. If you have any questions about this letter or the services we will provide, or if you would like to discuss modifications, please contact me.

Role of Bond Counsel

Our bond counsel engagement is a limited, special counsel engagement. Bond counsel is engaged as a recognized independent expert whose primary responsibility is to render an objective legal opinion with respect to the authorization and issuance of municipal obligations. If you desire additional information about the role of bond counsel, we would be happy to provide you with a copy of a brochure prepared by the National Association of Bond Lawyers.

As bond counsel we will: examine applicable law; prepare authorizing and closing documents; consult with the parties to the transaction, including the City's financial advisor or underwriter or placement agent, prior to the issuance of the Securities; review certified proceedings; and undertake such additional duties as we deem necessary to render the bond counsel opinion described below. While we will represent the City in this engagement, as stated above, as bond counsel our primary responsibility is to render an objective independent legal opinion with respect to the issuance and authorization of the Securities.

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

- 1) the Securities are valid and binding general obligations of the City;
- 2) all taxable property in the territory of the City is subject to ad valorem taxation without limitation as to rate or amount to pay the Securities; and
- 3) the interest paid on the Securities will be excludable from gross income for federal income tax purposes (subject to certain limitations which may be expressed in the opinion).

The bond counsel opinion will be executed and delivered by us in written form on the date the Securities are exchanged for their purchase price (the "Closing") and will be based on facts and law existing as of its date. In rendering the bond counsel opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation.

A form of our bond counsel opinion and a form of a Continuing Disclosure Certificate (which we may prepare) may be included in the Official Statement or other disclosure document for the Securities.

Role of Disclosure Counsel

Our disclosure counsel engagement is similarly a limited, special counsel engagement. As disclosure counsel, we will review the disclosure document prepared in connection with the sale of the Securities, namely the Official Statement, Private Placement Memorandum, or similar documents (the "City's Offering Document"). It is the City's responsibility to verify the information contained in the materials provided to us or confirmed for us by the City. We will not undertake an independent investigation to verify the accuracy or completeness of this information, beyond reviewing the materials provided to us or confirmed for us by the City, nor will we render any opinion or make any representation as to the suitability of the Securities for investment by any investor.

In our capacity as the City's disclosure counsel, we will review the City's Offering Document and undertake due diligence with respect to the material representations therein so that we may provide the negative assurance letter described in the following paragraph. Our due diligence will consist of reviewing materials provided to us or confirmed for us by the City; reviewing the City's responses to questions posed in a due diligence questionnaire; assisting the City in its review of its continuing disclosure compliance in the last five years, if applicable (although the City is ultimately responsible for this review and such compliance); and discussing the City's Offering Document with the City and Ehlers & Associates, Inc., Waukesha, Wisconsin ("Ehlers"). We may also maintain the materials provided to us or confirmed for us by the City in our files, and we expect to share certain of those materials with Ehlers, for its files.

Ms. Meredith DeBruin
May 2, 2024
Page 3

Subject to satisfactory completion of our due diligence, we will provide the City with a negative assurance letter that:

based on our review of the City's Offering Document, our examination of certain materials provided by the City and its representatives, and our participation in conferences and conversations with the City and its representatives, no information has come to the attention of the attorneys in our firm rendering legal services in connection with the matter that has caused them to believe that the Preliminary Official Statement contained as of its date or the Final Official Statement contained as of its date or contains as of the date hereof any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading; provided, however, we do not express any belief with respect to any financial and statistical data and forecasts, projections, numbers, estimates, assumptions and expressions of opinion, information about bond insurers, or any information regarding the Depository Trust Company and the book-entry system for the Securities contained or incorporated by reference in the City's Offering Document and its appendices, which we expressly exclude from the scope of this paragraph.

If requested, we may also provide Ehlers with a separate letter allowing it to rely on the above-described negative assurance letter.

Please note that our negative assurance letter is not a guarantee; although we expect our above-described due diligence review to assist the City in identifying, confirming and presenting potentially material information, neither our participation in the financing nor our provision of the above-described negative assurance letter will relieve the City of its obligations under the federal securities laws. As noted above, ultimate responsibility for disclosing to potential purchasers of the Securities all City information material to their investment decision rests with the City.

Limitations on Scope of Engagement; No Financial Advice; Conclusion of Representation

All matters and responsibilities other than those expressly set forth above are outside the scope of our engagement as the City's bond counsel and disclosure counsel. These include, without limitation, any obligation to any underwriter, placement agent or financial advisor involved with the issuance of the Securities, other than providing a reliance letter as described above, if applicable. In particular we wish to note that this engagement does not entail any responsibility for us to review matters or provide advice to any party with respect to such matters as the rules promulgated by the Municipal Securities Rulemaking Board ("MSRB"), "blue sky" securities law matters, or other general securities law matters pertaining to any party's status as a broker-dealer or municipal advisor.

Further, we are neither qualified nor engaged to provide financial advice, and hence we will make no representation whatsoever about the suitability of the Securities for purchase by

investors, the desirability of the proposed plan of finance, the feasibility of the project(s) financed or refinanced by the Securities, or any such related matters.

Our responsibilities as bond counsel and disclosure counsel will be concluded with respect to this financing upon the delivery of our bond counsel opinion and negative assurance letter, respectively. Please note that, unless separately engaged, we will not provide any advice to the City on post-closing matters including, without limitation, (i) actions necessary to ensure that interest paid on the Securities will continue to be excluded from gross income for federal income tax purposes, (ii) regulatory surveys or audits of the Securities, or (iii) actions necessary to comply with the continuing disclosure requirements applicable to the Securities.

Diversity of Practice; Consent to Unrelated Engagements

Because of the diversity of practice of our firm, the firm may be asked to represent other clients in matters adverse to the City, for example, in zoning, licensing, land division, real estate, property tax or other matters which are unrelated to our bond counsel and disclosure counsel work. Ethical requirements require that we obtain the City's consent to such representations. We do not represent you in legal matters regularly, although we may be called upon for special representation occasionally, and our bond counsel and disclosure counsel work does not usually provide us information that will be disadvantageous to you in other representations. We do not believe that such representations of others would adversely affect our relationship with you, and we have found that local governments generally are agreeable to the type of unrelated representation described above. Your approval of this letter will serve to confirm that the City consents and agrees to our representation of other present or future clients in matters adverse to the City which are not substantially related to the borrowing and finance area or any other area in which we have agreed to serve it. We agree, however, that your prospective consent to conflicting representation contained in this paragraph shall not apply in any instance where, as a result of our representation of the City, we have obtained proprietary or other confidential information, that, if known to the other client, could be used by that client to your material disadvantage. We will not disclose to the other client(s) any confidential information received during the course of our representation of the City. If you have any questions or would like to discuss this consent further, please call us.

We also want to advise you that from time to time we represent underwriters and purchasers of municipal obligations, as well as other bond market participants. In past transactions or matters that are not related to the issuance of the Securities and our role as bond counsel and disclosure counsel, we may have served as counsel to the financial institution that has or will underwrite, purchase or place the Securities or that is serving as the City's financial advisor. We may also be asked to represent financial institutions and other market participants, including the underwriter, purchaser or placement agent of the Securities or the City's financial advisor, in future transactions or matters that are not related to the issuance of the Securities or our role as bond counsel and disclosure counsel. By engaging our services under the terms of this letter, the City consents to our firm undertaking representations of this type.

Fees

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing, (ii) the duties we will undertake pursuant to this letter, (iii) the time we anticipate devoting to the financing, and (iv) the responsibilities we assume, we estimate that our fee will be \$35,900 for our services as bond counsel, and \$19,500 for our services as disclosure counsel. Such fee and expenses may vary: (i) if the principal amount of Securities actually issued differs significantly from the amount stated above, (ii) if material changes in the structure of the financing occur, or (iii) if unusual or unforeseen circumstances arise which require a significant increase in our time, expenses or responsibility. If at any time we believe that circumstances require an adjustment of our original fee estimate, we will consult with you. It is our understanding that our fee will be paid out of proceeds of the Securities at Closing.

If, for any reason, the financing is not consummated or is completed without the rendition of our opinion as bond counsel or the negative assurance letter as disclosure counsel, we will expect to be compensated at our normal hourly rates for time actually spent, plus out-of-pocket expenses. Our fee is usually paid either at the Closing out of proceeds of the Securities or pursuant to a statement rendered shortly thereafter. We customarily do not submit any statement until the Closing unless there is a substantial delay in completing the financing.

Terms of Engagement

Either the City or Quarles & Brady may terminate the engagement at any time for any reason by written notice, subject on our part to applicable rules of professional conduct. If the City terminates our services, the City is responsible for promptly paying us for all fees, charges, and expenses incurred before the date we receive termination. We reserve the right to withdraw from representing the City if, among other things, the City fails to honor the terms of this engagement letter – including the City's failing to pay our bills, the City's failing to cooperate or follow our advice on a material matter, or our becoming aware of any fact or circumstance that would, in our view, render our continuing representation unlawful or unethical.

Unless previously terminated, our representation will terminate when we send to the City (or its representative) our final bill for services rendered. If the City requests, we will promptly return the City's original papers and property to you, consistent with our need to ensure payment of any outstanding bills. We may retain copies of the documents. We will keep our own files, including attorney work product, pertaining to our representation of the City. For various reasons, including the minimization of unnecessary storage expenses, we may destroy or otherwise dispose of documents and materials a reasonable time after termination of the engagement.

City Responsibilities

We will provide legal counsel and assistance to the City in accordance with this letter and will rely upon information and guidance the City and its personnel provide to us. We will keep the City reasonably informed of progress and developments, and respond to the City's inquiries.

To enable us to provide the services set forth in this letter, the City will disclose fully and accurately all facts and keep us apprised of all developments relating to this matter. The officers and agents of the City will review the City's Offering Document, participate in a due diligence conference to review the City's Offering Document and provide a certificate as to the accuracy and completeness of the City's Offering Document stating that it does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein not misleading. The City agrees to pay our bills for services and expenses in accordance with this engagement letter. The City will also cooperate fully with us and be available to attend meetings, conferences, hearings and other proceedings on reasonable notice, and stay fully informed on all developments relating to this matter.

Limited Liability Partnership

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

Conclusion and Request for Signed Copy

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

If you have any questions, please do not hesitate to contact me at any time. We are looking forward to working with you and the City in this regard.

Very truly yours,

QUARLES & BRADY LLP

Bridgette Keating (TDC)
Bridgette Keating

BK:TDC:SMW:bea
#850357.00077

- cc: Mr. Casey Bradley (via email)
- Ms. Kaitlyn Krueger (via email)
- Ms. Melissa Clevenger (via email)
- Mr. Charles C. Adams (via email)
- Mr. Philip L. Cosson (via email)
- Ms. Kathy Myers (via email)
- Ms. Kayla Thorpe (via email)
- Mr. David Ferris (via email)
- Ms. Sue Porter (via email)
- Mr. Alex Gore (via email)
- Mr. Thomas Cameron (via email)
- Ms. Jess Kaye (via email)
- Ms. Sue Weber (via email)
- bondsale@ehlers-inc.com

Accepted and Approved:

CITY OF SHEBOYGAN

By: _____

Its: _____
Title

Date: _____

**CITY OF SHEBOYGAN
R. C. 10-24-25**

BY FINANCE AND PERSONNEL COMMITTEE.

MAY 20, 2024.

Your Committee to whom was referred Res. No. 8-24-25 by Alderpersons Mitchell and Perrella authorizing entering into a Tax Incremental District Development Agreement with Van Horn Properties of Sheboygan LLC regarding the development improvements to be located on Wilgus Avenue in the City of Sheboygan; recommends adopting the Resolution.

Committee:

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

**CITY OF SHEBOYGAN
RESOLUTION 8-24-25**

BY ALDERPERSONS MITCHELL AND PERRELLA.

MAY 6, 2024.

A RESOLUTION authorizing entering into a Tax Incremental District Development Agreement with Van Horn Properties of Sheboygan LLC regarding the development improvements to be located on Wilgus Avenue in the City of Sheboygan.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Tax Incremental District Development Agreement between Van Horn Properties of Sheboygan LLC and the City of Sheboygan, a copy of which is attached hereto and incorporated herein.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

TAX INCREMENTAL DISTRICT DEVELOPMENT AGREEMENT

THIS TAX INCREMENTAL DISTRICT DEVELOPMENT AGREEMENT (the “**Agreement**”) is entered into as of May 20, 2024 (the “**Effective Date**”) by and among the CITY OF SHEBOYGAN (the “**City**”), a Wisconsin municipal corporation, and VAN HORN PROPERTIES OF SHEBOYGAN LLC, a Wisconsin limited liability company (“**Developer**”).

RECITALS

A. The City intends to create Tax Incremental District No. 22 (“**District**”) as a mixed-use tax increment district under the City’s proposed project plan (the “**Project Plan**”) in order to finance various project costs within the District subject to approvals by the City’s Common Council and the Joint Review Board for the District pursuant to Wis. Stat. § 66.1105 (the “**TI Act**”).

B. Developer owns the real property located in the District described in greater detail in Exhibit A attached hereto and incorporated herein by reference (collectively, the “**Property**”).

C. Developer, pursuant to the terms and conditions of this Agreement, is obligated to, among other things, construct and operate an automobile dealership on the Property (the “**Project**”).

D. Developer acknowledges that but for the MRO (as defined below) provided by the City in this Agreement, Developer would not move forward with the Project.

E. The City believes it is appropriate to use tax increments from the District to provide for, among other things, the MRO for the benefit of the District to facilitate development and redevelopment within the District.

F. The City further believes that the Project, as described in this Agreement, is in the best interests of the City and its residents and is reasonably consistent with the public purposes and the development expectations of the City, including, but not limited to, expanding housing, tax base and employment opportunities within the City.

NOW, THEREFORE, the City and Developer, in consideration of the terms and conditions contained in this Agreement and for other good and valuable consideration, the receipt of which is hereby acknowledged, each agrees as follows:

AGREEMENT

ARTICLE I – REQUIRED INFORMATION; DISTRICT CREATION; TERMINATION

1.1 Required Information. The City shall have no obligations under this Agreement, and shall have the right to terminate this Agreement in accordance with the provisions of Section 1.3 below, if the Required Information (as defined below) has not been timely provided by the Developer to the City in form and substance reasonably acceptable to the City. On or before May 1, 2024, Developer shall provide to the City the following required information related to the

Project (collectively, the “**Required Information**”) and such other documentation as the City may request, both in form and in substance acceptable to the City:

(a) An owner’s policy of title insurance issued by a title insurance company licensed to do business in Wisconsin identifying Developer as the insured owner of the Property and containing copies of all easements, restrictions, encumbrances, leases or other documents of record affecting the Property (collectively, “**Property Exceptions**”). None of the Property Exceptions shall interfere with the proposed development of the Project.

(b) A schedule for the construction of Developer Improvements (as defined below) and identifying the following for the Project:

- (i) Intended commencement and completion date,
- (ii) Reasonably estimated costs associated with the construction, and
- (iii) Reasonably estimated value, upon completion, of the intended improvements to be constructed on the Property.

(c) An estimated cost breakdown and construction budget summary listing the intended cost of each improvement and construction expense for the Project, including, without limitation, all hard costs and soft costs, and the cost breakdown and budget shall be certified in writing by Developer and Developer’s general contractor.

(d) Documentation confirming that Developer has complied with all necessary federal, state, county, and municipal laws, ordinances, rules, regulations, directives, orders, and requirements necessary to obtain the governmental approvals relating to the Project. Developer shall also provide copies of all approvals by all applicable government bodies and agencies (including, without limitation, municipal or state issued building permits for the Project).

(e) A copy of the final construction plans and complete specifications for the intended construction related to the Project that are consistent with the provisions of this Agreement (the “**Final Plans**”). The Final Plans must be certified as final and complete and be signed by Developer, the consulting engineer, architect and the general contractor (as applicable) and approved by the City in writing.

(f) All documents authorizing the construction and financing of the Project and directing the appropriate officer of Developer to execute and deliver this Agreement and all other agreements, documents and contracts required to be executed by it in connection with the transactions which are the subject of this Agreement (including, without limitation, authorizing resolutions of Developer).

1.2 Creation of the District. Subsequent to the Effective Date, the City shall make good faith efforts to create the District by initiating and reasonably pursuing the statutory process for the creation of a tax incremental district pursuant to the TI Act.

1.3 Termination Rights. If the City does not receive the approval of the District and the Project Plan by the City Council and the Joint Review Board, as required by Sections 66.1105(4) and 66.1105(4m) of the TI Act, the City or the Developer shall have the right to terminate this Agreement and shall have no obligation to perform any act under this Agreement (including, without limitation, issuing the MRO). If Developer fails to fully and timely provide the Required Information, as determined in the sole discretion of the City, the Developer shall be in Default under this Agreement. If Developer does not provide such Required Information within thirty (30) calendar days after the City provides Developer written notice of such Default(s), the City shall have the right to terminate this Agreement and shall have no obligation to perform any act under this Agreement (including, without limitation, issuing the MRO).

ARTICLE II – COMMENCEMENT NOTICE AND DEVELOPER IMPROVEMENTS

2.1 Commencement Notice. Developer shall provide a written notice to the City of Developer’s intention to commence the Project on or before May 1, 2024 (the “**Commencement Notice**”). To be effective, the Commencement Notice shall be accompanied by, or Developer shall have previously delivered to the City, all of the Required Information. If Developer does not timely provide the Commencement Notice and all of the Required Information to the City, Developer will be deemed to not be ready to develop the Project and be in Default under this Agreement. If Developer does not cure all outstanding Default(s) within thirty (30) calendar days after the City provides Developer written notice of such Default(s), the City shall have no obligation to perform any obligation of the City under this Agreement (including, without limitation, issuing the MRO) and the City may terminate this Agreement.

2.2 Developer Improvements. Developer shall undertake, at Developer’s own expense, the following improvements, obligations and work on the Property consistent with the Final Plans and all applicable laws, regulations and ordinances (collectively, the “**Developer Improvements**”):

(a) Developer shall construct and timely complete the Project. Developer shall commence construction of the Project (installing footings for all of the buildings depicted in the site plan attached as Exhibit B) on or before August 1, 2024. Upon such commencement, Developer shall proceed to the fully-satisfy and complete all of the improvements, obligations and work set forth in this Section 2.2 with due diligence and without unreasonable delay or interruption (with the exception of force majeure events, if any, as defined in Section 16.10 below). On or before June 30, 2025 (the “**Completion Date**”), the Project shall be completed and available for occupancy.

(b) Developer shall promptly pay for all applicable City impact fees and charges related to the Project.

(c) Developer shall be responsible for all landscaping on the Property, including, without limitation, trees, shrubs, seeding or sod related to the Project.

(d) Developer shall install, or have installed, all electric, gas, fiber-optic, telephone and cable services and all improvements for the use and operation of the Project.

(e) Developer shall install, or have installed, all sanitary sewer and water laterals on the Property, as well as connections of such laterals to new or existing sewer and water mains.

(f) Developer shall install, or have installed, all storm water drainage systems and facilities on the Property, including drain tiles, pipes, detention ponds and retention ponds, consistent with all applicable laws, regulations and specifications for such systems and facilities.

(g) Developer shall be responsible for all erosion control measures related to Project and the construction of all improvements on the Property.

(h) Developer shall be responsible for all costs related to the work to be performed by Developer under this Agreement, including, but not limited to, all applicable engineering, inspections, materials, labor, permit, impact, license and any and all other fees.

The obligations on Developer under this Agreement shall be deemed covenants running with the land and shall be applicable to Developer's successors and assigns and all other persons or entities acquiring any interest in the Property during the term of the District.

2.3 Progress and Quality of Work. Upon commencement of the Developer Improvements, Developer shall proceed to the full completion of the Developer Improvements with due diligence and without delay or interruption with the exception of force majeure events, if any, as defined in Section 16.10 below. Subject to the foregoing, completion of the Project (as evidenced by the issuance of an occupancy permit for the Project on the Property) shall occur on or before the Completion Date. All work to be performed by or on behalf of Developer related to the Project shall be performed in a good and workmanlike manner, consistent with the prevailing industry standards for such work in the area of the City.

2.4 Compliance Obligations. All of the Developer Improvements shall be completed in accordance with all applicable laws, regulations, ordinances and building and zoning codes and Developer shall, at Developer's cost, obtain and maintain all necessary permits and licenses for the Developer Improvements.

2.5 Indemnification and Insurance Required of Private Contractors. Developer hereby expressly agrees to indemnify and hold the City harmless from and against all claims, costs and liability related to any damage to the Property or injury or death to persons caused by Developer's performance of the Developer Improvements or any other work required of Developer under this Agreement, unless the cause is due to the willful misconduct by the City.

2.6 Compliance with Law. Developer shall comply with all applicable laws, ordinances, and regulations in effect at the time of final approval when fulfilling its obligations under this Agreement. When necessary to protect the public health, safety or welfare, Developer shall be subject to any applicable laws, ordinances and regulations that become effective after approval.

2.7 Payment of Taxes. Developer shall timely pay and discharge all taxes, assessments and other governmental charges upon the Property when due.

2.8 Time is of the Essence. Time is of the essence with reference to Developer's obligation to commence and complete the Developer Improvements. Developer acknowledges that the timely performance of its respective work under this Agreement is critical to the collection of the tax increment upon which the parties are relying for the performance of their respective obligations under this Agreement.

2.9 Reconstruction. Until the District is closed, in the event of any casualty, loss or damage to the improvements on the Property, Developer shall proceed with the repair and replacement of such improvements on the Property affected by such a loss or damage and restore such improvements to at least the condition and quality that such improvements were in, and with an equalized value at least equal to the equalized value, immediately prior to the casualty, loss or damage (each an "**Uncured Casualty Loss**"). Subject to force majeure delays, in no event shall Developer take longer than one hundred eighty (180) calendar days after the date of a loss or damage to restore the affected improvements. If Developer fails to timely comply with all of the requirements in this Section 2.9, Developer shall be in Default under this Agreement and the City shall be entitled to the remedies set forth in this Agreement and available in equity or applicable law.

ARTICLE III– DEVELOPER GUARANTY AND OBLIGATIONS

3.1 Guaranteed Value. The parties anticipate that, upon completion, the currently contemplated land and improvements related to the Project will have an equalized value for purposes of real property assessment ("**Equalized Value**") of not less than Five Million Dollars (\$5,000,000.00; the "**Guaranteed Value**") by December 31, 2025. As a condition to entering into this Agreement, the City requires that Developer guaranty a minimum Equalized Value for the land and improvements related to the Project. By executing this Agreement, Developer hereby guaranties that, on and after December 31, 2025 (the "**Guaranteed Value Date**"), the Equalized Value of the land and improvements on the Property shall at all times during the life of the District be at least the Guaranteed Value. If the Equalized Value of the Property is less than the Guaranteed Value any time on or after the Guaranteed Value Date, the Developer shall be in Default under this Agreement.

3.2 Failure to Construct. If Developer provides a Commencement Notice as required by Section 2.1 but does not timely complete construction of the Project as herein provided, then Developer shall pay to the City all sums incurred by the City with regard to the preparation and drafting of this Agreement and all other sums not recoverable from Tax Increments (as defined below). All repayments shall be completed within thirty (30) calendar days after Developer's non-performance or Default under this Agreement.

3.3 Guaranty Obligations. If on or any time after the Guaranteed Value Date, whether as a result of an Uncured Casualty Loss or otherwise, the Equalized Value of the Property is less than the Guaranteed Value (each a "**Shortfall Event**"), then Developer shall owe the City an amount equal to the difference between (a) the Tax Increment the City otherwise would have received on the Property if the Property's Equalized Value equaled the Guaranteed

Value, and (b) the Tax Increment received by the City in the year a Shortfall Event occurs (such difference between (a) and (b) being referred to herein as the “**Tax Increment Shortfall**”). If a Tax Increment Shortfall is owed to the City, then unless and until the Equalized Value of the Property increases to at least the Guaranteed Value, for each January 1 following a Shortfall Event, that the Equalized Value of the Property is less than the Guaranteed Value, Developer shall pay to the City an amount equal to the Tax Increment Shortfall for such calendar year. If and when the Equalized Value of the Property as of any January 1 is equal to or greater than the Guaranteed Value: (i) the Default related to non-compliance with the Guaranteed Value requirement shall be deemed cured, (ii) no further January 1 assessment valuations shall occur or be required, and (iii) no Tax Increment Shortfall payment obligation shall be incurred for such year or any year thereafter, unless a new Shortfall Event occurs. If a Tax Increment Shortfall continues through the closing of the District, no further Equalized Value assessment calculations shall occur and no further Tax Increment Shortfall payment obligations of Developer shall arise after the District is closed. Developer agrees that it shall not, and hereby waives any right to, during the life of the District, challenge the assessed value of the Property.

3.4 Payment of Tax Increment Shortfall. Any Tax Increment Shortfall payment due to the City shall be deducted from any MRO payment (otherwise due Developer but for the Default) from the City during the year in which the Tax Increment Shortfall payment obligation arises. If the Tax Increment Shortfall payment exceeds the amount of such MRO payment, Developer shall pay to the City an amount equal to the difference between such MRO payment and the Tax Increment Shortfall. If there is no MRO payment due Developer for such year, Developer shall pay to the City the full amount of the Tax Increment Shortfall for such year. Any Tax Increment Shortfall payment due to the City from Developer pursuant to this ARTICLE III shall be made within ten (10) days of written request for payment by the City.

ARTICLE IV – ACCESS, INSPECTIONS AND CONTRACTORS

4.1 Access and Inspections. Developer hereby grants to the City, its agents, employees, officials, representatives, contractors and consultants the right to enter upon the Property at all reasonable times (upon reasonable advance notice to Developer) for the City to inspect the Property and the Project.

4.2 Inspections for City’s Benefit Only. Each inspection conducted by the City or the City’s agents shall be deemed to have been for the City’s own benefit and shall in no way be construed to be for the benefit of or on behalf of Developer. Developer shall not (and hereby each waives any right to) rely in any way upon such inspections, appraisals or determinations of the City.

4.3 Contractors and Consulting Engineers. At any time, the City shall have the right to retain consulting engineers and architects to perform services for the City (which shall be at the City’s expense, unless the City must perform inspections as a result of Developer’s failure to meet the Final Plans then such expenses will be at Developer’s expense) including, without limitation:

- (a) to make periodic inspections with reasonable advance notice to Developer for the purpose of assuring that construction is in accordance with the Final Plans and the requirements of this Agreement;

(b) to advise the City of the anticipated cost of, and a time for, the completion of construction work; and

(c) to review and advise the City of any proposed changes in the construction of the Project.

The City's selection of, and reliance upon, the consulting engineers and architects shall not give rise to any liability on the part of the City for the acts or omissions of the consulting engineers or architects or their employees or agents.

Contractors selected for the Project shall be qualified in the City to perform the work, shall be licensed to do business in the State of Wisconsin, shall have experience in providing the type of work and materials required of Developer Improvements, and shall have a good reputation for diligent performance of their obligations under their respective contracts.

ARTICLE V – MUNICIPAL REVENUE OBLIGATION

5.1 Municipal Revenue Obligation. Pursuant to the terms of this Agreement, the City agrees to issue to Developer, within ninety (90) calendar days after the City's receipt of the Commencement Notice, a non-interest bearing municipal revenue obligation (the "MRO"). The amount paid under the MRO shall equal *the lesser of*: (a) the sum of all payments made by the City on the MRO during the life of the District but in no event after the Final Payment Date (as defined below), and (b) One Million Dollars (\$1,000,000.00).

Except as otherwise provided herein, payments on the MRO will equal the Available Tax Increment in each year appropriated by the City's Common Council until and including *the earlier of* the date this Agreement is terminated, the date the District is terminated, the Final Payment Date and the date the MRO is paid in full. "Available Tax Increment" means an amount equal to seventy-five percent (75%) of the difference between the Tax Increment actually received by the City and appropriated by the City's Common Council in each year *less* the following (collectively, the "Priority Project Costs"): (i) all debt service payments incurred or to be incurred by the City in a given year for work performed or to be performed with regard to the Project or the Property; (ii) the amount of the City's administrative expenses, including, but not limited to, reasonable charges for the time spent by City employees in connection with the negotiation and implementation of this Agreement, (iii) professional service costs, including, but not limited to, those costs incurred by the City for outside architectural, planning, engineering, inspections, financial consulting and legal advice (including, without limitation, attorneys' costs and fees) and services related to the negotiation and implementation of this Agreement, and (iv) other eligible project costs previously incurred by the City in preparation for this Project or to be incurred by the City under the Project Plan, including, without limitation, site preparation and costs and expenses related to the Property or the Project provided such eligible project costs are not financed by the debt service referenced in (i) above. Any Priority Project Cost not paid due to insufficient Tax Increment shall be carried forward and paid from Tax Increment in the next year, or if necessary, following years until fully paid. "Tax Increment" shall have the meaning given under Wis. Stat. § 66.1105(2)(i) but shall be limited to the Tax Increment attributable to the Project, the land and improvements on the Property.

Provided that Developer is not in Default under this Agreement, the City shall, subject to annual appropriation of such payment by the City's Common Council, pay the Available Tax Increment, if any, to the holder of the MRO in one annual payment, on or before October 31st of each year commencing on October 31, 2026, and continuing to (and including) the earlier of the date the MRO is paid in full or October 31, 2044 (each, a "**Payment Date**"). Notwithstanding the previous sentence, in the event that Developer is in Default on a Payment Date, payment by the City may be suspended until all outstanding Defaults are cured.

To the extent that on any Payment Date the City is unable to make all or part of a payment of principal due on the MRO from such Available Tax Increment due to an absence of adequate Available Tax Increment, non-appropriation by the City's Common Council or otherwise, such failure shall not constitute a default by the City under the MRO. The amount of any such deficiency shall be deferred without interest. The deferred principal shall be due on the next Payment Date on which the City has the ability to payout Available Tax Increment. The term of the MRO and the City's obligation to make payments hereunder shall not extend beyond the earlier of October 31, 2044 (the "**Final Payment Date**") or the date the MRO is paid in full. If the MRO has not been paid in full by the Final Payment Date, then the City shall have no obligation to make further payments on the MRO. Upon the earlier of the date the MRO is paid in full and the Final Payment Date, the MRO shall terminate and the City's obligation to make any payments under the MRO shall be fully discharged, and the City shall have no obligation and incur no liability to make any payments hereunder or under the MRO, after such date.

The MRO shall not be payable from or constitute a charge upon any funds of the City, and the City shall not be subject to any liability thereon or be deemed to have obligated itself to pay thereon from any funds except the Available Tax Increment which has been appropriated for that purpose, and then only to the extent and in the manner herein specified. The MRO is a special, limited revenue obligation of the City and shall not constitute a general obligation of the City. The City will use good faith efforts to annually appropriate the Available Tax Increment for the MRO, until the earlier of the Final Payment Date, the termination of this Agreement or the MRO, or the payment in full of the MRO as provided herein. If Available Tax Increment is received by the City earlier than the first Payment Date, the applicable portion of such increment shall be retained by the City and applied to the first payment subject to appropriation by the City Common Council. Developer shall not have the right to assign the MRO except as set forth therein. Interests in the MRO may not be split, divided or apportioned.

5.2 MRO Form. The MRO shall be substantially in the form attached to this Agreement as Exhibit C (which is incorporated herein by reference) and shall be payable in accordance with the terms and conditions set forth in this Agreement and such MRO. In the event of a conflict between the terms of this Agreement and the terms of the MRO, the terms in this Agreement shall prevail. The principal payments shall be payable solely from the Available Tax Increment appropriated by the City. On or about each Payment Date under the MRO, the City shall provide to Developer an accounting identifying the Available Tax Increment, the amount of the payment being made on such Payment Date, and, if applicable, the remaining principal balance due on the MRO after the application of such payment.

5.3 Issuance of MRO and Payment Limitation. Provided that Developer is not in Default under this Agreement beyond the applicable cure period (if any), the City will deliver the

MRO to Developer within ninety (90) calendar days after the City's receipt of the Commencement Notice. Notwithstanding the previous sentence, in the event that Developer is in Default prior to the City's issuance of the MRO, the City shall not be required to deliver the MRO to Developer until a reasonable time after, but in no event less than thirty (30) calendar days after, all such Defaults are cured, provided each Default is cured within the applicable cure period for such Default. If the City does not timely provide the MRO to Developer, the Developer shall make a written request to the City to deliver the executed MRO within thirty (30) calendar days after the date of such written request by the Developer. The total amount of principal to be paid under the MRO shall in no event exceed *the lesser of*: (a) the sum of all payments made by the City on the MRO during the life of the District but in no event after the Final Payment Date, and (b) One Million Dollars (\$1,000,000.00). The City's obligation to make payments on the MRO is conditioned on the requirement that Developer is not in Default under this Agreement. For the avoidance of any doubt, upon the occurrence of a Default, the City may suspend all payments until the Default is cured and, upon the expiration of all applicable cure periods for such Default, the City may exercise any and all available remedies.

5.4 Payment of Priority Project Costs and Repayment Schedule. From the Tax Increment received by the City each year, the City shall first pay the outstanding Priority Project Costs. The estimated repayment schedule of the MRO shall be set forth in Schedule 1 to the MRO. The City reserves the right to modify the MRO repayment schedule based upon market conditions, applicable Priority Project Costs and the actual and projected Available Tax Increment generated from the Project. The Available Tax Increment held by the City each year shall be applied to the payment of principal due on the MRO in accordance with the payment schedules set forth in such MRO until a maximum payout has been made (which equals the Available Tax Increment for a given year), subject to appropriation by the City Common Council.

ARTICLE VI – ZONING, LAND USE AND RESTRICTIVE COVENANT

6.1 Zoning Compliance. The Project shall be in compliance with the applicable zoning ordinance and land use guidelines applicable to the Property and shall be subject to the payment of any applicable impact fees in the amounts applicable at the time each required permit is issued, unless otherwise provided herein. Nothing in this Agreement shall obligate the City to grant variances, re-zoning, exceptions or conditional use permits related to the Project.

6.2 Tax Status/Restrictive Covenant. Without the prior written consent of the City (which may be withheld for any reason), Developer shall not use or permit the use of the Property in any manner which would render the Property exempt from property taxation during the life of the District. Further, Developer will not challenge or contest any assessment on the Property by the City, including, but not limited to, filing any objection under Wis. Stat. Section 70.47, Wis. Stat. Section 74.37, or any Department of Revenue related assessment proceeding with regard to an assessed value of the Property that is at or below the Guaranteed Value. Prior to the conveyance of all or any portion of the Property, Developer agrees to record on the Property with the Sheboygan County Register of Deeds a deed restriction or restrictive covenant evidencing the restrictions on the Property set forth in this Section 6.2. The foregoing deed restrictions or restrictive covenants shall permit, but shall not obligate, the City to enforce such deed restrictions or restrictive covenants and shall be in form and in substance acceptable to the City. The deed restrictions or restrictive covenants shall continue to be applicable until the termination of the

District. However, Developer shall not have a continuing obligation for compliance with this provision as to any portion of the Property in which Developer no longer maintains any interest (whether as owner, tenant, occupant or otherwise) provided that Developer has timely recorded the deed restriction or restrictive covenant as approved by the City.

6.3 Land Dedications, Transfers and Easements for the Project. Developer agrees to make such land dedications and to grant such temporary or permanent easements as are required by the City for the construction and maintenance of the Project. All documentation for such dedications or easements shall be in form and substance acceptable to the City and Developer. Developer agrees to cooperate with the City if the City desires to prepare certified survey maps or other documentation as deemed appropriate by the City to facilitate the implementation and documentation of such dedications and easements and to adjust the lot lines of the Property in a manner reasonably acceptable to the City and Developer.

ARTICLE VII – ASSIGNMENTS AND CHANGES OF CONTROL

7.1 Assignments and Change of Control. This Agreement and the MRO shall not be assignable by Developer without the prior written consent of the City (which may be withheld by the City for any reason). The ownership or control of Developer shall not be transferred to any person or entity without the prior written consent of the City (which may be withheld by the City for any reason). The prohibition on the transfer of ownership or control shall not be applicable in the event of the death of a member and the interest being transferred is the deceased member's interest. The term "ownership or control" shall mean twenty percent (20%) or more of the Ownership Interests in Developer. For the purposes of this Agreement, "**Ownership Interests**" shall mean the members' rights to share in distributions and other economic benefits of Developer, the members' rights to participate in decision making, or both. The current members of Developer are identified on Exhibit D attached hereto and incorporated herein by reference.

In the event this Agreement is assigned by Developer, such assignee shall execute all documents required by the City to confirm that such assignee is bound by the terms of this Agreement and agrees to perform all of Developer's obligations set forth in this Agreement. Further, in the event this Agreement is assigned by Developer, Developer agrees to remain jointly and severally liable for all obligations of the Developer (whether to be completed by itself or its assign) under this Agreement.

Notwithstanding any provision herein to the contrary, this Agreement and the MRO may be collaterally assigned to a mortgage lender financing the development and completion of the Project.

ARTICLE VIII – DEVELOPER REPRESENTATIONS, WARRANTIES AND COVENANTS

8.1 Developer Representations, Warranties and Covenants. Developer represents, warrants and covenants that:

- (a) Developer is a limited liability company duly formed and validly existing in the State of Wisconsin, has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business, and is in good standing in

the State of Wisconsin and all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition;

(b) Developer has full authority to execute and perform this Agreement and has obtained all necessary authorizations (whether by official board resolution or action, unanimous written consent in lieu of a meeting or otherwise) to enter into, execute, perform and deliver this Agreement;

(c) the execution, delivery, and performance of Developer's respective obligations pursuant to this Agreement will not violate or conflict with (i) Developer's articles of organization, operating agreement or any indenture, instrument or agreement by which it is bound, (ii) any other agreement to which Developer is a party, or (iii) any law applicable to Developer or the Project;

(d) this Agreement constitutes (and any instrument or agreement that Developer is required to give under this Agreement when delivered will constitute) legal, valid, and binding obligations of Developer enforceable against Developer in accordance with their respective terms;

(e) Developer will complete the development and construction of Developer Improvements and the Project in a good and workmanlike manner and in accordance with all acceptable statutes, ordinances and regulations, any restrictions of record and the Final Plans provided to the City regarding the Project;

(f) Developer will not make or consent to any material modifications to the Final Plans without the prior written consent of the City;

(g) Developer will discharge all claims for labor performed and materials, equipment, and services furnished in connection with the construction of Developer Improvements and the Project; nothing contained in this Agreement shall require Developer to pay any claims for labor, services or materials which it, in good faith, disputes and is currently and diligently contesting, provided, however, that Developer shall, within ten (10) calendar days after the filing (or the assertion) of any claim of lien that is disputed or contested by Developer, obtain and record (if required by the City) a surety bond sufficient to release said claim or lien or provide the City with other such assurances that the City may require;

(h) Developer will take all steps to forestall claims of lien against the Property (any part thereof or right or interest appurtenant thereto) or any personal property and fixtures located or used in connection with the Property;

(i) 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;

(j) Developer will timely pay and discharge all taxes, assessments and other governmental charges upon the Property when due, as well as claims for labor and materials which, if unpaid, might become a lien or charge upon the Property;

(k) Developer will promptly furnish to the City, during the term of this Agreement, written notice of any litigation affecting Developer and any claims or disputes which involve a material risk of litigation against Developer;

(l) Developer shall deliver to the City revised statements of estimated costs of the construction for Developer Improvements showing changes in or variations from the original cost statement provided to the City as soon as such changes are known to Developer;

(m) Developer shall provide to the City, promptly upon the City's request, any information or evidence deemed necessary by the City related to performance of Developer under this Agreement to enable the City to timely and accurately complete any accounting or reporting requirements applicable to the City related to the transactions under this Agreement;

(n) no litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Developer is pending or threatened, and no other event has occurred which may materially adversely affect Developer's financial condition or properties, other than litigation, claims, or other events, if any, that have been disclosed to and acknowledged by the City in writing;

(o) there are no delinquent outstanding personal property taxes, real estate taxes, or special assessments affecting the Property; and

(p) subject to the terms of this Agreement, it shall not at any time challenge or contest any assessment on the Property by the City including, but not limited to, filing any objection under Wis. Stat. Section 70.47, Wis. Stat. Section 74.37, or any Department of Revenue related assessment proceeding.

8.2 Execution Representations and Warranties. The person(s) signing this Agreement on behalf of Developer represent(s) and warrant(s) that he/she/they have full power and authority to execute this Agreement on behalf of Developer and to bind Developer to the terms and conditions of this Agreement.

8.3 Cooperation. Developer warrants that it shall exercise all reasonable diligence and expend all commercially reasonable efforts to undertake its obligations under this Agreement .

ARTICLE IX – CITY REPRESENTATIONS

9.1 City Representations. The City represents that:

(a) The City is a body politic of the State of Wisconsin with full power and authority to enter into this Agreement and that all statutory procedures and requirements

have been followed, fulfilled and satisfied in connection with the approval of this Agreement and the authorization of all City obligations required by this Agreement; and

(b) The individuals signing this Agreement on behalf of the City have full authority to do so and upon such execution by such individuals, this Agreement will constitute (and any instrument or agreement that the City is required to give under this Agreement when executed and delivered will constitute) legal, valid and binding obligations of the City enforceable against it in accordance with their respective terms.

ARTICLE X – DEFAULTS

10.1 Default. Any one or more of the following shall constitute a “Default” under this Agreement.

(a) Developer fails to timely or fully perform, or comply with, any one or more of its obligations or any of the terms or conditions of this Agreement or any document related hereto or referenced herein that is applicable to Developer (including, without limitation, the untimely delivery of the Required Information, completion of the Developer Improvements or any default under any other agreement related to the Project).

(b) Any representation or warranty made by Developer in this Agreement, any document related hereto or referenced herein or any financial statement delivered by Developer pursuant to this Agreement shall prove to have been false or misleading in any material respect as of the time when made or given.

(c) Developer (or any permitted successor or assign of Developer) shall:

(i) become insolvent or generally not pay, or be unable to pay, or admit in writing its inability to pay, its debts as they mature,

(ii) make a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its assets,

(iii) become the subject of an “order for relief” within the meaning of the United States Bankruptcy Code, or file a petition in bankruptcy, for reorganization or to effect a plan, or other arrangement with creditors,

(iv) have a petition or application filed against it in bankruptcy or any similar proceeding, or have such a proceeding commenced against it, and such petition, application or proceeding shall remain undismissed for a period of ninety (90) calendar days or more, or such party, shall file an answer to such a petition or application, admitting the material allegations thereof,

(v) apply to a court for the appointment of a receiver or custodian for any of its assets or properties, or have a receiver or custodian appointed for any of its assets or properties, with or without consent, and such receiver shall not be discharged within sixty (60) calendar days after his appointment, or

(vi) adopt a plan of complete liquidation of its assets.

(d) The City fails to timely or fully perform, or comply with, any one or more of its obligations or any of the terms or conditions of this Agreement or any document related hereto or referenced herein that is applicable to the City.

ARTICLE XI – REMEDIES

11.1 Remedies. In the event of a Default, the non-defaulting party shall provide written notice to the defaulting party of the Default (the “**Default Notice**”); however, Developer shall not be entitled to a Default Notice or a right to cure in the event the Default occurs under Subsection 10.1(c) above.

(a) The Default Notice shall provide the defaulting party at least thirty (30) calendar days to cure a Default; however, the 30-day period shall be extended to the period of time reasonably necessary to cure the Default (in the event that such 30-day period is not sufficient time to reasonably cure such Default), if the defaulting party promptly commences activities to cure the Default in good faith and diligently pursues such activities to fully cure the Default, but, in no event, shall the period of time to cure the Default exceed ninety (90) calendar days from the date of the Default Notice, unless otherwise agreed to by the parties in writing.

(b) In the event the Default is not fully and timely cured by Developer, the City shall have all of the rights and remedies available in law or in equity, including, but not limited to, all or any of the following rights and remedies, and the exercise or implementation of any one or more of these rights and remedies shall not bar the exercise or implementation of any other rights or remedies of the City provided for under this Agreement:

(i) The City may refuse to issue any permits to Developer for the construction of Developer Improvements or any other improvements on the Property;

(ii) The City may recover from Developer all damages, costs and expenses, including, but not limited to, attorneys’ fees incurred by the City related to or arising out of each Default and the drafting and negotiation of this Agreement;

(iii) The City may terminate or postpone its obligation to perform any one or more of its obligations under this Agreement, including, but not limited to, any payment obligations under the MRO; or

(iv) The City may terminate this Agreement.

(c) In the event the Default is not fully and timely cured by the City, subject to Section 16.11 below, Developer shall have all of the rights and remedies available in law or in equity, however, the City shall not be liable for any punitive or consequential damages, the MRO shall only be paid out of Available Tax Increment and Developer may not perform any acts required to be performed by the City under applicable law.

ARTICLE XII – SUCCESSORS AND ASSIGNS

12.1 Successors and Assigns; Assignment. This Agreement shall be binding upon the successors and assigns of the parties hereto; however, this provision shall not constitute an authorization of Developer to assign or transfer its rights and obligations under this Agreement. Except as expressly provided for in Section 7.1 above, this Agreement shall not be assigned by Developer without the prior written consent of the City, which consent may be withheld for any reason.

ARTICLE XIII – TERMINATION

13.1 Termination. This Agreement shall not terminate until the earlier of:

- (a) termination by the City of the District pursuant to §66.1105(7) of the TI Act,
- (b) the date the MRO is paid in full, or
- (c) termination by the City pursuant to the terms of this Agreement;

however, Developer agrees that the termination of this Agreement shall not cause a termination of the rights and remedies of the City under this Agreement.

ARTICLE XIV – NOTICES

14.1 Notices. Any notice given under this Agreement shall be deemed effective when: (a) personally delivered in writing; (b) a commercially recognized overnight delivery service provides confirmation of delivery; or (c) the third calendar day after notice is deposited with the United States Postal Service (postage prepaid, certified with return receipt requested) and addressed as follows:

If to the City:

City of Sheboygan
Attention: City Administrator
828 Center Avenue, Suite 300
Sheboygan, WI 53081

City of Sheboygan
Attention: City Attorney
828 Center Avenue, Suite 210
Sheboygan, WI 53081

If to Developer:

Van Horn Properties of Sheboygan LLC
Attn: Jeff Niesen
W5073 County Road O
Plymouth, WI 53073

with a copy to:

Brion T. Winters, Esq.
von Briesen & Roper, s.c.
411 E. Wisconsin Ave., Suite 1000
Milwaukee, WI 53202

Van Horn Properties of Sheboygan LLC
Attn: Patrick Van Horn
N6142 Spring Valley Drive
Glenbeulah, WI 53023

ARTICLE XV – APPLICABLE LAW

15.1 Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Wisconsin. Any litigation related to this Agreement shall be brought in the state courts of the State of Wisconsin and the parties hereto agree to submit to the jurisdiction and venue of the Circuit Court for Sheboygan County, Wisconsin.

ARTICLE XVI – MISCELLENEOUS

16.1 Entire Agreement. This Agreement and all of the documents referenced herein or related hereto (and as any of the aforementioned documents have been or may be amended, extended or modified) embody the entire agreement between the parties relating to the transactions contemplated under this Agreement and all agreements, representations or understanding, whether oral or written, that are prior or contemporaneous to this Agreement are superseded by this Agreement.

16.2 Amendment. No amendment, modification or waiver of any provision of this Agreement, nor consent to any departure by a party from any provision of this Agreement shall in any event be effective unless it is in writing and signed by each of the parties hereto, and then such waiver or consent shall be effective only in the specific instance and for the specific purposes for which it is given by the respective party.

16.3 No Vested Rights Granted. Except as provided by law, or as expressly provided in this Agreement, no vested rights in connection with the Project shall inure to Developer nor does the City warrant by this Agreement that Developer is entitled to any required approvals, permits or the like with regard to the Project.

16.4 Invalid Provisions. The invalidity or unenforceability of a particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

16.5 Headings. The article and section headings of this Agreement are inserted for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

16.6 No Waiver; Remedies. No failure on the part of the City to exercise, and no delay in exercising, any right, power or remedy under this Agreement shall operate as a waiver of such right, power or remedy; nor shall any single or partial exercise of any right under this Agreement preclude any other or further exercise of the right or the exercise of any other right. The remedies provided in this Agreement are cumulative and not exclusive of any remedies provided by law.

16.7 No Third-Party Beneficiaries. This Agreement is solely for the benefit of the named parties hereto and their permitted assignees, and nothing contained in this Agreement shall confer upon anyone other than such parties any right to insist upon or enforce the performance or observance of any of the obligations contained in this Agreement.

16.8 No Joint Venture. The City is not a partner, agent or joint venture of or with Developer.

16.9 Recording of a Memorandum of this Agreement Permitted. A memorandum of this Agreement may be recorded by the City on the Property and any or all of the Property in the office of the Register of Deeds for Sheboygan County, Wisconsin, and, upon request of the City, Developer shall execute and deliver to the City a memorandum of this Agreement for recording purposes.

16.10 Force Majeure. If any party is delayed or prevented from timely performing any act required under this Agreement by reason of extraordinary and uncommon matters beyond the reasonable control of the party obligated to perform, including (but not limited to) fire, earthquake, war, terrorist act, pandemic, epidemic, flood, riot, strike, lockout, supply shortages, freight embargo, power outages, extreme weather or other similar causes or acts of God, such act shall be excused for the period of such delay, and the time for the performance of any such act shall be extended for a period equivalent to such delay; provided, however, that the time for performance shall not be extended by more than ninety (90) calendar days unless agreed to in writing by the parties hereto. Notwithstanding any provision herein to the contrary, the City, in its sole and absolute discretion, may allow up to a six (6) month extension on the deadlines set forth in Section 1.1 and 2.2 above should reasonable delays occur as a result of environmental remediation issues, supply chain issues or material cost increases. Any such approved delay by the City will be evidenced in writing and provided to Developer, and without any written evidence approving such delay, the other provisions of this Agreement shall control and the immediately preceding sentence shall not apply.

16.11 Immunity. Nothing contained in this Agreement constitutes a waiver of any immunity available to the City under applicable law.

16.12 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement, it being understood that all parties need not sign the same counterpart. This Agreement may also be executed by remote electronic means, via DocuSign, Eversign, or similar platform. The exchange of copies of this Agreement and of signature pages by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in “portable document format” (“pdf”), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by a combination of such means, shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of an original Agreement for all purposes. Signatures of the parties transmitted by facsimile or other electronic means shall be deemed to be their original signatures for all purposes. Upon request by a party, the parties hereto shall provide a wet-ink, original signed version of this Agreement to such party for its records.

16.13 Recitals. The RECITALS set forth above are true, accurate and incorporated herein by reference.

[The remainder of this page is intentionally left blank with signature pages to follow.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CITY: CITY OF SHEBOYGAN

By: _____

Name: Ryan Sorenson, City Mayor

Attest: _____

Name: Meredith DeBruin, City Clerk

Approved:

By: _____

Name: Evan Grossen, Deputy Finance Director/Comptroller

Approved as to Form:

By: _____

Name: Charles Adams, City Attorney

This document is authorized by and in accordance with Resolution No. _____.

STATE OF WISCONSIN)
) I
SHEBOYGAN COUNTY)

Personally came before me this _____ day of May, 2024, the above named Ryan Sorenson, Meredith DeBruin, Evan Grossen and Charles Adams, the City Mayor, the City Clerk, the Deputy Finance Director/Comptroller and the City Attorney of the City of Sheboygan, respectively, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My commission _____

DEVELOPER: VAN HORN PROPERTIES OF SHEBOYGAN LLC

By: _____

Name: Jeff Niesen, Manager

STATE OF WISCONSIN)
) I
SHEBOYGAN COUNTY)

Personally came before me this _____ day of May, 2024, the above named Jeff Niesen, as Manager of Van Horn Properties of Sheboygan LLC to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My commission _____

EXHIBIT A**Property**

Lot 2 of Certified Survey Map recorded in Volume 21 on Pages 117-118 in the Sheboygan County Register of Deeds Office as Document No. 1754914, being located in part of the Northwest 1/4 and Northeast 1/4 of the Northwest 1/4 of Section 21, Township 15 North, Range 23 East, Town of Sheboygan, Sheboygan County, Wisconsin being more particularly described as follows:

Commencing at Northwest corner of the Northwest 1/4 of said Section 21; thence North $88^{\circ}-46'-57''$ East along said North line, a distance of 1,181.18 feet to the Northerly extension of the West line of said Lot 2; thence South $00^{\circ}-47'-44''$ West along said Northerly extension, a distance of 340.02 feet to the Northwest corner of said Lot 2, said point being the point of beginning; thence continuing South $00^{\circ}-47'-44''$ West along the West line of said Lot 2, a distance of 256.48 feet to the Southerly line of said Lot 2; thence South $64^{\circ}-01'-24''$ East along said Southerly line, a distance of 262.49 feet to the East line of said Lot 2; thence North $01^{\circ}-29'-05''$ East along said East line, a distance of 376.85 feet to the North line of said Lot 2; thence South $88^{\circ}-44'-50''$ West along said North line, a distance of 242.23 feet to the point of beginning and containing 1.746 acres (76,052 sq. ft.) of land more or less.

Tax Key Number: 59024351652

EXHIBIT B

Site Plan

[SEE ATTACHED]

EXHIBIT C**MRO**

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

TAXABLE TAX INCREMENT PROJECT MUNICIPAL REVENUE OBLIGATION (“**MRO**”)

<u>Number</u>	<u>Date of Original Issuance</u>	<u>Amount</u>
_____	_____	Up to \$1,000,000.00

FOR VALUE RECEIVED, the City of Sheboygan, Sheboygan County, Wisconsin (the “**City**”), promises to pay to Van Horn Properties of Sheboygan LLC (the “**Developer**”), or registered assigns, but only in the manner, at the times, from the source of revenue and to the extent hereinafter provided, the Revenues described below, without interest.

This MRO shall be payable in installments of principal due on October 31 (the “**Payment Dates**”) in each of the years and in the amounts set forth on the debt service schedule attached hereto as Schedule 1.

This MRO has been issued to finance projects within the City’s Tax Incremental District No. 22, pursuant to Article XI, Section 3 of the Wisconsin Constitution and Section 66.0621, Wisconsin Statutes and acts supplementary thereto, and is payable only from the income and revenues herein described, which income and revenues have been set aside as a special fund for that purpose and identified as the “Special Redemption Fund” provided for under the resolution adopted on [_____, 20__], by the Common Council of the City (the “**Resolution**”). This MRO is issued pursuant to the Resolution and pursuant to the terms and conditions of the Tax Incremental District Development Agreement dated as of May 20, 2024 by and between the City and Developer (the “**Development Agreement**”). All capitalized but undefined terms herein shall take on the meaning given to such terms in the Development Agreement.

This MRO does not constitute an indebtedness of the City within the meaning of any constitutional or statutory limitation or provision. This MRO shall be payable solely from Available Tax Increment generated by the Property and appropriated by the City’s Common Council to the payment of this MRO (the “**Revenues**”). Reference is hereby made to the Resolution and the Development Agreement for a more complete statement of the revenues from which and conditions and limitations under which this MRO is payable and the general covenants and provisions pursuant to which this MRO has been issued. The Resolution and Development Agreement are incorporated herein by this reference.

If on any Payment Date there shall be insufficient Revenues appropriated to pay the principal due on this MRO, the amount due but not paid shall be deferred. The deferred principal

shall be payable on the next Payment Date until *the earlier of*: (a) the date this MRO is paid in full, and (b) the Final Payment Date (as defined below). The City shall have no obligation to pay any amount of this MRO which remains unpaid after the Final Payment Date. The owners of this MRO shall have no right to receive payment of any deferred amounts, unless there are available Revenues which are appropriated by the City's Common Council to payment of this MRO. The "**Final Payment Date**" is October 31, 2044.

At the option of the City, this MRO is subject to prepayment in whole or in part at any time.

The City makes no representation or covenant (express or implied) that the Available Tax Increment or other Revenues will be sufficient to pay, in whole or in part, the amounts which are or may become due and payable hereunder.

The City's payment obligations hereunder are subject to appropriation, by the City's Common Council, of Tax Increments or other amounts to make payments due on this MRO. In addition, as provided in Section 5.3 of the Development Agreement, the total amount of principal to be paid shall in no event exceed *the lesser of*: (a) the sum of all payments made by the City on this MRO during the life of the District but in no event after the Final Payment Date, and (b) One Million Dollars (\$1,000,000.00). When such amount of Revenues has been appropriated and applied to payment of this MRO, the MRO shall be deemed to be paid in full and discharged, and the City shall have no further obligation with respect hereto. Further, as provided in Sections 5.1, 5.3 and 11.1 of the Development Agreement or otherwise, the City's obligations to make payments on this MRO may be suspended or terminated in the event Developer is in Default under any of the terms and conditions of the Development Agreement, provided payments may be resumed when any such Default is timely cured and any payments missed due to an uncured Default also shall be paid from Available Tax Increment upon timely cure of such Default.

THIS MRO IS A SPECIAL, LIMITED REVENUE OBLIGATION AND NOT A GENERAL OBLIGATION OF THE CITY AND IS PAYABLE BY THE CITY ONLY FROM THE SOURCES AND SUBJECT TO THE QUALIFICATIONS STATED OR REFERENCED HEREIN. THIS MRO IS NOT A GENERAL OBLIGATION OF THE CITY, AND NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWERS OF THE CITY ARE PLEDGED TO THE PAYMENT OF THE PRINCIPAL OR INTEREST OF THIS MRO. FURTHER, NO PROPERTY OR OTHER ASSET OF THE CITY, EXCEPT THE ABOVE-REFERENCED REVENUES, IS OR SHALL BE A SOURCE OF PAYMENT OF THE CITY'S OBLIGATIONS HEREUNDER.

This MRO is issued by the City pursuant to, and in full conformity with, the Constitution and laws of the State of Wisconsin.

Except as otherwise expressly provided for in the Development Agreement, this MRO may be transferred or assigned, in whole or in part, only upon prior written consent of the City which may be withheld, conditioned or delayed for any reason. Interests in this MRO may not be split, divided or apportioned, except as set forth herein. In order to transfer or assign the MRO, if permitted by the City, the transferee or assignee shall surrender the same to the City either in

exchange for a new, fully-registered municipal revenue obligation or for transfer of this MRO on the registration records for the MRO maintained by the City. Each permitted transferee or assignee shall take this MRO subject to the foregoing conditions and subject to all provisions stated or referenced herein.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this MRO have been done, have existed and have been performed in due form and time.

IN WITNESS WHEREOF, the Common Council of the City of Sheboygan has caused this MRO to be signed on behalf of the City by its duly qualified and acting City Administrator and City Clerk, and its corporate seal to be impressed hereon, all as of the date of original issue specified above.

CITY OF SHEBOYGAN

By: EXHIBIT
Name: _____, City Administrator

(SEAL)

Attest: EXHIBIT
Name: _____, City Clerk

Schedule 1

Payment Schedule

Subject to the City’s actual receipt of Available Tax Increment and the terms and conditions of the Development Agreement (including, without limitation, the City’s right to modify this payment schedule based upon market conditions and the actual and projected Available Tax Increment generated from the Project), the City shall make the following payments on the MRO to Developer:

<u>Payment Date</u>	<u>Payment Amount</u>
October 31, 2026	\$ _____
October 31, 2027	\$ _____
October 31, 2028	\$ _____
October 31, 2029	\$ _____
October 31, 2030	\$ _____
October 31, 2031	\$ _____
October 31, 2032	\$ _____
October 31, 2033	\$ _____
October 31, 2034	\$ _____
October 31, 2035	\$ _____
October 31, 2036	\$ _____
October 31, 2037	\$ _____
October 31, 2038	\$ _____
October 31, 2039	\$ _____
October 31, 2040	\$ _____
October 31, 20__	\$ _____
	=====
Total	Up to \$1,000,000.00

REGISTRATION PROVISIONS

This MRO shall be registered in registration records kept by the Clerk of the City of Sheboygan, Sheboygan County, Wisconsin, such registration to be noted in the registration blank below and upon said registration records, and this MRO may thereafter be transferred only upon presentation of this MRO together with a written instrument of transfer in form and substance acceptable to the City and duly executed by the registered owner or his/her/its attorney, such transfer to be made on such records and endorsed hereon.

<u>Date of Registration</u>	<u>Name of Registered Owner</u>	<u>Signature of City Clerk</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

EXHIBIT D

Members of Developer

MEMBERS OF DEVELOPER:

- (1) Van Horn Family Real Estate, LLC (Sole Member)

**CITY OF SHEBOYGAN
R. C. 9-24-25**

BY FINANCE AND PERSONNEL COMMITTEE.

MAY 20, 2024.

Your Committee to whom was referred Res. No. 5-24-25 by Alderpersons Mitchell and Perrella discontinuing collection efforts for historical warrant fees; recommends adopting the Resolution.

Committee:

_____	_____
_____	_____
_____	_____

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of Sheboygan

Meredith DeBruin, City Clerk, City of Sheboygan

**CITY OF SHEBOYGAN
RESOLUTION 5-24-25**

BY ALDERPERSONS MITCHELL AND PERRELLA.

MAY 6, 2024.

A RESOLUTION discontinuing collection efforts for historical warrant fees.

WHEREAS, on June 19, 2023, Common Council adopted Gen. Ord. No. 9-23-24 deleting certain fees from the City Municipal Code; and

WHEREAS, this change removed a \$25 fee associated with warrant pickups for other law enforcement jurisdictions due to the significant process burden that it created; and

WHEREAS, the staff time of attempting to collect these warrant fees due to lack of historical information would not be the best utilization of resources and time; and

WHEREAS, the fee has often been outstanding for many years and would be deemed uncollectible in accounting best practices; and

WHEREAS, the warrant fee receivables are not included in the City’s financial statements.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council directs the Finance Department to discontinue collection efforts for warrant fees.

BE IT FURTHER RESOLVED: That the warrant fees in the attached document are considered uncollectible and are written off.

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

INDIVIDUALS

Last	First	Amount	Description
Achilles	Brian Scott	50.00	Warrant
Ackles	Matthew David	25.00	Warrant
Ackley	Dalene	25.00	Warrant
Adams	Darnell Venard Jr	50.00	Warrant
Adams	James Don	25.00	Warrant
Adams	Terrence R	25.00	Warrant
Adams	James W	25.00	Warrant
Adams-Miller	Darnell	50.00	Warrant
Addison	Demetrius P	25.00	Warrant
Adler	Michael R	25.00	Warrant
Aguilar	Leovardo Q	25.00	Warrant
Aguirre	Pascual Martinez	75.00	Warrant
Ahrens	Nathan Allan	25.00	Warrant
Albrecht	Nathan	50.00	Warrant
Aldag	Robert	25.00	Warrant
Aldag	Robert R	25.00	Warrant
Alexander	Johnnie T	25.00	Warrant
Alexander	Johnnie T	25.00	Warrant
Alexander	Trenne A.	25.00	Warrant
Alfaro-Perez	Jose W	25.00	Warrant
Alfonsi	Jason J	25.00	Warrant
Allen	Andre D	25.00	Warrant
Allen	Joshua M	25.00	Warrant
Allen	Joshua M	25.00	Warrant
Allen	Travon D	25.00	Warrant
Allison	Michael A	50.00	Warrant
Altamirano	Natividad, Jr	25.00	Warrant
Alten	Jeffrey K	75.00	Warrant
Alten	Michael P	25.00	Warrant
Althen	Greg Adam	25.00	Warrant
Amador	Alberto H	50.00	Warrant
Amador	Angel I	25.00	Warrant
Amador	Christopher J	25.00	Warrant
Amador	Guillermo H	65.00	Warrant
Amador	Guillermo H	25.00	Warrant
Amador	Manual Alberto	25.00	Warrant
Amador	Victor Sr	25.00	Warrant
Amel	Trevor P	50.00	Warrant
Amweg	Lee C	25.00	Warrant
Anderson	Gary	25.00	Warrant
Anderson	Gene E	25.00	Warrant
Anderson	Jesse C	25.00	Warrant
Anderson	Jordan M	25.00	Warrant
Andrade	Javier	25.00	Warrant
Andre	Nicole Marie	100.00	Warrant
Angela	Allen	25.00	Warrant
Aponte	Bradley John	25.00	Warrant
Appleton	Benaiah A	25.00	Warrant
Appleton	Isaish Jeremiah	25.00	Warrant

INDIVIDUALS

Last	First	Amount	Description
Applewhite	Aaron E	50.00	Warrant
Applewhite	Avery L	25.00	Warrant
Apuzzo	Troy Wayne	25.00	Warrant
Arciniega	Cesar G	25.00	Warrant
Arciniega	Juan M	25.00	Warrant
Arizola	Alexander C	25.00	Warrant
Arizola	Malissa I	25.00	Warrant
Armstrong	Keith	25.00	Warrant
Arndt	Katrina F	25.00	Warrant
Arrington	Kevin E	50.00	Warrant
Arroyo	Julio Daniel	25.00	Warrant
Ashford	Tywan	25.00	Warrant
Aterberry Hughes	Daniel L	25.00	Warrant
Atkinson	Santos	50.00	Warrant
Austeng	Shelly	100.00	Warrant
Austin	Michael D	25.00	Warrant
Autman	Robert D	150.00	Warrant
Avila	Ernesto	25.00	Warrant
Avila	Joseph Michael	25.00	Warrant
Ayalaolmos	Jaime	25.00	Warrant
Ayala-Santago	Angel Kay	50.00	Warrant
Ayres?(Ayers?)	Deseree Meun	50.00	Warrant
Backhaus	Jerry M	25.00	Warrant
Badtke	David	25.00	Warrant
Baibee	Edward Lewis	25.00	Warrant
Baibee	Edward Lewis	25.00	Warrant
Baker	Dan A	25.00	Warrant
Baker	Ian Axel	25.00	Warrant
Baker	Rick M	25.00	Warrant
Balditt	Fernando Jr	25.00	Warrant
Baldwin	Jeanie A	25.00	Warrant
Ball	Brandon M	25.00	Warrant
Ball	Melissa P	25.00	Warrant
Ball	Rebecca	25.00	Warrant
Balma	John F	75.00	Warrant
Balzer	Tami S	25.00	Warrant
Barron	Shyanne E	25.00	Warrant
Barth	Jeremy L	50.00	Warrant
Barsh	Joseph L	50.00	Warrant
Bartzen	Jayson Michael	25.00	Warrant
Basler	Matthew W	25.00	Warrant
Bastian	James V	50.00	Warrant
Bates	Marlon Donte	25.00	Warrant
Bates	Wanda Gwen	25.00	Warrant
Bauer	Jamie A	25.00	Warrant
Baumann	Benjamin Todd	25.00	Warrant
Beach	Walter Gernia III	25.00	Warrant
Beaudoin	Jason T	50.00	Warrant
Becerra	Martin	25.00	Warrant

INDIVIDUALS

Last	First	Amount	Description
Beck	Julian H	25.00	Warrant
Becker	Karen M	25.00	Warrant
Bedolla - Perez	Alejandro	25.00	Warrant
Bell	Aaron A	50.00	Warrant
Bell	Anthony J	25.00	Warrant
Bell	Sara A	25.00	Warrant
Bell, Jr	Jeason E	25.00	Warrant
Bemorscjle	Erica Marie	25.00	Warrant
Benirschke	Adam R	25.00	Warrant
Benirschke	William R	25.00	Warrant
Benton	Ollie D	50.00	Warrant
Benton	Ollie DeWayne Jr	25.00	Warrant
Berg	Matthew C	25.00	Warrant
Berg	Michelle	25.00	Warrant
Bergin	Theresa L	25.00	Warrant
Bermudez	Kaitlyn R	25.00	Warrant
Bero	Troy Alllen	25.00	Warrant
Berry	Demetria Nicole	25.00	Warrant
Bertholf	Matthew A	25.00	Warrant
Besau	Travis L	50.00	Warrant
Betts	Monique M	25.00	Warrant
Betts	Monique M	25.00	Warrant
Betts	Ronald D	25.00	Warrant
BIRJHOLZ	Christina L	25.00	Warrant
Bie	Kelley	25.00	Warrant
Biederwolf	Matthew James	25.00	Warrant
Bies	Samantha V	25.00	Warrant
Biller	Tanner	25.00	Warrant
Birkley	Michael Santonio	25.00	Warrant
Black	Jake Charles	25.00	Warrant
Black	Jeremy Christopher	25.00	Warrant
Black	Steve M	25.00	Warrant
Blackburn	Jessica L	25.00	Warrant
Blackburn	Timothy Lee	25.00	Warrant
Blackburn	Timothy Lee	75.00	Warrant
Blackburn	Thomas Wayne	50.00	Warrant
Blackshear	Marvin T	25.00	Warrant
Blackshear	Sherri Lynne	25.00	Warrant
Bleisner	Justin	25.00	Warrant
Blevons	Jean Lue	25.00	Warrant
Blockman	Darryl T.	25.00	Warrant
Blockman	Darryl T.	25.00	Warrant
Boakai	Mu Su	25.00	Warrant
Boatwright	Jennifer Dawn	25.00	Warrant
Bogart	Trent W	50.00	Warrant
Bohenstengel	Todd M	25.00	Warrant
Bohenstengel	Todd W	175.00	Warrant
Bohlman	Dzaimal Johnathan	25.00	Warrant
Bolle	Tammy L	50.00	Warrant

INDIVIDUALS

Last	First	Amount	Description
Bonebrake	Allen Lee	125.00	Warrant
Bonilla	Gerardo R	25.00	Warrant
Bonnell	William T. Jr.	25.00	Warrant
Bontemps	Asia Dr	25.00	Warrant
Booth	David Allen	25.00	Warrant
Borenz	Jeffrey D	50.00	Warrant
Boston	Kevin B	25.00	Warrant
Bottoff	Teanna L	25.00	Warrant
Boudwine	James Themas	25.00	Warrant
Boutillier	Jonathan Stuart	25.00	Warrant
Boutillier	Jonathan Stuart	25.00	Warrant
Bower	Lee Jacob	25.00	Warrant
Bower	Philip J	125.00	Warrant
Bowes	Ishawn D	25.00	Warrant
Bowie	Patrick D	25.00	Warrant
Bowles	Darrin A Jr	25.00	Warrant
Bowman	Lawanda E	25.00	Warrant
Boyd	Karey S	25.00	Warrant
Boyks	Ishawn D	25.00	Warrant
Boyland	Christopher CK	125.00	Warrant
Boyland	Ebony A	25.00	Warrant
Braaten	Toni L	75.00	Warrant
Braatz	David T	25.00	Warrant
Braatz	Ricky jJ.	25.00	Warrant
Braatz	Ricky J.	25.00	Warrant
Braatz	Ricky J.	25.00	Warrant
Bradford	David M	25.00	Warrant
Bradford	Elliot Derrell	25.00	Warrant
Bramstaedt	Dustin W	100.00	Warrant
Bramstedt	Dustin W.	25.00	Warrant
Brandenburg	Marchel M	25.00	Warrant
Brandenburg	Steven A	75.00	Warrant
Brasted	Terry D	25.00	Warrant
Breadon	Phillip A	25.00	Warrant
Briesemeister	Jack C	50.00	Warrant
Briggs	Jordan Michael	25.00	Warrant
Brion	Steven A	25.00	Warrant
Britton	Tony Curtis	25.00	Warrant
Britton Jr	Johnnie L	50.00	Warrant
Brock	Nicholas A	25.00	Warrant
Brown	DeWaun A	25.00	Warrant
Brown	Gregory A	25.00	Warrant
Brown	Ismail Rashard	25.00	Warrant
Brown	Joseph III	25.00	Warrant
Brown	Krystal Nicole	25.00	Warrant
Brown	Richard Lee	50.00	Warrant
Brown	Samuel William	25.00	Warrant
Brown	Linda J	25.00	Warrant
Brown	Matthew II	25.00	Warrant

INDIVIDUALS

Last	First	Amount	Description
Brunette	Rick Thomas	25.00	Warrant
Brunn/Vanderlois	Kimberly A	25.00	Warrant
Bullard	Andrea Sue	25.00	Warrant
Bunde	Bruce E	25.00	Warrant
Burby	Donald A	50.00	Warrant
Burke	Patrick M	25.00	Warrant
Burke	Robert L	50.00	Warrant
Burns	Larry Jr	25.00	Warrant
BurnsJones	Antwan Wayne	25.00	Warrant
Burrell	Scott Wade	25.00	Warrant
Burrows	Ronald J	25.00	Warrant
Burt	Cindy M	25.00	Warrant
Burton	Cindy Marie	25.00	Warrant
Burton	Robert L	25.00	Warrant
Buschman	Robert A	25.00	Warrant
Butler	Emily M	50.00	Warrant
Butler	Marcus L	25.00	Warrant
Butler	Shemika S	25.00	Warrant
Buttera	Dean LeRoy	25.00	Warrant
Byrd	Demetrice	25.00	Warrant
Cabrera	Memphis Cira	25.00	Warrant
Cahala	Toni Danielle	25.00	Warrant
Calderin	Brian	25.00	Warrant
Calderin	Edwin	25.00	Warrant
Callejas Olivas	Juan Carlos	25.00	Warrant
Calpin	Colleen Therese	25.00	Warrant
Campbell	Jerry L	25.00	Warrant
Campbell	Mario Dontell	50.00	Warrant
Campbell	Noah Lamack	25.00	Warrant
Campbell	Taylor James	75.00	Warrant
Campos	Martin C	25.00	Warrant
Canon	James E	25.00	Warrant
Canon	Kenneth M	25.00	Warrant
Canseco-Perez	Caroli I	25.00	Warrant
Caraeoza	Jorge Luis	25.00	Warrant
Carawan	Dennis Liegh	25.00	Warrant
Cardona	Hector J	25.00	Warrant
Carlisle	Demetris D	25.00	Warrant
Carlson	Benjamin I	25.00	Warrant
Carlson	Greg R	25.00	Warrant
Carmody	Justin J	25.00	Warrant
Carmody	Kelly T	75.00	Warrant
Carmona-Peralta	Jose L	25.00	Warrant
Carnot	John Michael	25.00	Warrant
Carr	Jared Lanfest	25.00	Warrant
Carranza	Enrique	25.00	Warrant
Carter	Arian Tormel	25.00	Warrant
Casper	Kenneth K	25.00	Warrant
Castillo	Daniel Jose	25.00	Warrant

INDIVIDUALS

Last	First	Amount	Description
Cerda	Alamar Amilkar	25.00	Warrant
Chandler	Jesse	25.00	Warrant
Chang	Al Bee	25.00	Warrant
Chang	Fong	25.00	Warrant
Chang	Michael L	50.00	Warrant
Chang	Michael	25.00	Warrant
Chang	Moua	25.00	Warrant
Chang	Pao C	25.00	Warrant
Chang	Ya	25.00	Warrant
Chapman	Sarah Beth	25.00	Warrant
Chavarin	Krystle R	25.00	Warrant
Childress	Thelonius O	25.00	Warrant
Childs	Dana	25.00	Warrant
Childs	Jamonte Marchello	25.00	Warrant
Chong	Yeng Yang	25.00	Warrant
Christensen	Heidi M	50.00	Warrant
Christmas	Ayla Rhiann	25.00	Warrant
Church	Dewayne Eddie	25.00	Warrant
Cisneros	Carlos	25.00	Warrant
Clark	Duane	25.00	Warrant
Clark	Jason Lee	75.00	Warrant
Clark	Jessie Jr	25.00	Warrant
Clark	Lamon Shawn	50.00	Warrant
Clayborn	Devon D	25.00	Warrant
Clayborn	Curtis L	25.00	Warrant
Clayborn	Julius N	25.00	Warrant
Clayborn	Shem M Jr	25.00	Warrant
Clement	Jonathan Scott	25.00	Warrant
Coenen	Tamlyn Raelle	25.00	Warrant
Colby	James A	25.00	Warrant
Coldren	Robert T	25.00	Warrant
Coleman	Scott T	25.00	Warrant
Coles	Derrick Corderal	25.00	Warrant
Coles	Eric	25.00	Warrant
Collier	Eligene Louisi	25.00	Warrant
Collins	James D	50.00	Warrant
Collins	Amber Leann	25.00	Warrant
Collins/Kocourek	Hope M	25.00	Warrant
Colter	Reginald Dontrell	25.00	Warrant
Coltrane Dallas	Barry	25.00	Warrant
Colvin	Allen	25.00	Warrant
Colvin	Rachel K	25.00	Warrant
Compton	Jacob Robert	25.00	Warrant
Compton	Jacob Robert	25.00	Warrant
Conlin	Cassiopia Ann	25.00	Warrant
Connors	Charles Daniel Jr	25.00	Warrant
Connors	Corey Shamar	25.00	Warrant
Connley	Willie	25.00	Warrant
Contreras	Fidel, Jr	25.00	Warrant

INDIVIDUALS

Last	First	Amount	Description
Cook	David D	25.00	Warrant
Cook	Robert L	25.00	Warrant
Cook	Stuart Anthony	25.00	Warrant
Coon	Jacqueline Delores	25.00	Warrant
Cooney	Vincent Thomas	50.00	Warrant
Cooper	Dana L.	25.00	Warrant
Copeland	Chendra M	25.00	Warrant
Copeland	Corey Barnett	75.00	Warrant
Corkhill	Daniel G	25.00	Warrant
Cornelius-Backus	Heather Jo	25.00	Warrant
Cornell	Kristine Lee	25.00	Warrant
Cortez	Ramon	25.00	Warrant
Costa	Anthony M	25.00	Warrant
Cotter	Amy Marie	50.00	Warrant
Cotter	Donovan J	25.00	Warrant
Cotton	Melvin D	25.00	Warrant
Coulter	George N	25.00	Warrant
Courchaine	Dustin A	25.00	Warrant
Cox	Jermaine Deandre	75.00	Warrant
Crane	Christopher J	25.00	Warrant
Crane	Jessica D	25.00	Warrant
Crane	Todd Eric	50.00	Warrant
Crawford	Christopher Dean	25.00	Warrant
Crawford	Cynthia H	25.00	Warrant
Culpepper	Romallie	50.00	Warrant
Cumplido	Marcehino	25.00	Warrant
Curry	Tyree Jamal	25.00	Warrant
Curtin	Shane Russell	25.00	Warrant
Cyr	Richard J	25.00	Warrant
Cyras	Craig M.	25.00	Warrant
Daggett	Ashley C	25.00	Warrant
Daily	Matthew D	25.00	Warrant
Daniel	Jacob D	25.00	Warrant
Daniels	Michael J	50.00	Warrant
Darby	Jennifer Lynn	25.00	Warrant
Darby	Quincy Larell	50.00	Warrant
Darrah	Charles Emerson	25.00	Warrant
Dauss	Cynthia S	25.00	Warrant
Davenport	Devontray Antoine	25.00	Warrant
Davey	Damien T	50.00	Warrant
Davey	Devlin D	50.00	Warrant
David	Matthew N	25.00	Warrant
Davidson	Renee Amy	25.00	Warrant
Davidson	Ronnie F	50.00	Warrant
Davidson	Ronnie F.	25.00	Warrant
Davis	Brandon J	25.00	Warrant
Davis	Charles	50.00	Warrant
Davis	Jutorya	25.00	Warrant
Davis	Lavonte S	25.00	Warrant

INDIVIDUALS

Last	First	Amount	Description
Davis	Michael L	50.00	Warrant
Davis	Perez Quovadis	25.00	Warrant
Davise	Robert	25.00	Warrant
Dayton	Matthew William	25.00	Warrant
Deal	Jeri Lynn	25.00	Warrant
Deavers	Kevin John	25.00	Warrant
DeBecker	Kevin J	100.00	Warrant
Decker	Joshua M.	25.00	Warrant
Degallardo	Mauricio	25.00	Warrant
DeGroff	Derek Wilbur	25.00	Warrant
Dehn	Benjamin R	25.00	Warrant
Dekker	Alan Robert	25.00	Warrant
Delatorre	Jose Jesus	25.00	Warrant
Delean	Joseph M	25.00	Warrant
Delgado	Steven I	25.00	Warrant
Delisle	Brian S	25.00	Warrant
DeMaster	Jesse Ray	25.00	Warrant
Demers	Dana John	25.00	Warrant
Demler	Kathryn A	25.00	Warrant
DeSmith	Christine M	25.00	Warrant
Dessarae	Arnold	25.00	Warrant
Diaz	Miguel Angel	25.00	Warrant
Diaz-Jimenez	Jose L	25.00	Warrant
Dickey	Brian T D	25.00	Warrant
Dickoss	Amiee D	100.00	Warrant
Dicosimo	Nathaniel J	25.00	Warrant
Dietrich	Daniel D	25.00	Warrant
Dimas	Joel	50.00	Warrant
Dismukes	T D	25.00	Warrant
Dixon	William W	25.00	Warrant
Dollas Coltrane	Barry	25.00	Warrant
Doran	Jeremy Joseph	25.00	Warrant
Dorsey	Deshawn Dominique A	25.00	Warrant
Dotz	Mark A	25.00	Warrant
Doxtator	Russell L	25.00	Warrant
Doyle	Mario Rezell	25.00	Warrant
Drone	Robert Anthony	25.00	Warrant
Ducksworth	Jacqueline L	25.00	Warrant
Duenk	Jerome A	25.00	Warrant
Dumko	Allan K	25.00	Warrant
DuMonthier	David J	25.00	Warrant
Dymko	Allan Kazimirovich	25.00	Warrant
Eastman	Missie L	25.00	Warrant
Ebner	Randi Eden	50.00	Warrant
Edwards	Tristan C	25.00	Warrant
Ehlenbeck	Jesse L	25.00	Warrant
Ehlert	Lisa Jane	25.00	Warrant
Eigenberger	Edward S	25.00	Warrant
Eiland	Vanity	50.00	Warrant

INDIVIDUALS

Last	First	Amount	Description
Eirich	Ashley Lynn	25.00	Warrant
Eldridge	Simon	25.00	Warrant
Elias	Joel C	25.00	Warrant
Ellinger	Shane Dean	50.00	Warrant
Ellis	Steven Joseph	25.00	Warrant
Emisse	Danelle L	25.00	Warrant
Emmerich	Meredion M.	50.00	Warrant
Emmrich	Charity R	25.00	Warrant
Engstrom	Hdina M	25.00	Warrant
Erickson	Brandon Grant	25.00	Warrant
Erickson	Wanda K	75.00	Warrant
Ernisse	Danielle L	25.00	Warrant
Erwin	Jerry E	75.00	Warrant
Escalera	Fernando M Sr	25.00	Warrant
Escobar	Armando G	50.00	Warrant
Escobar	Eric J	25.00	Warrant
Escobar	Eric J	25.00	Warrant
Escobar	Phililip	150.00	Warrant
Escobar	Travis F	25.00	Warrant
Escobedo	Christopher M	25.00	Warrant
Eslinger	Shana A	75.00	Warrant
Espinoza	Natalie A	25.00	Warrant
Essex	Nicole E	25.00	Warrant
Etzel	Shane Michael	25.00	Warrant
Eubanks	Akim A	25.00	Warrant
Evans	Deqwon	25.00	Warrant
Evans	Ray Anthony	50.00	Warrant
Evans Miller	Montrel C	25.00	Warrant
Ewing	Jazzie Jasmin	25.00	Warrant
Fahey	James M	25.00	Warrant
Fairbanks	Kelli Ann	25.00	Warrant
Fairchild	Cody N	25.00	Warrant
Faust	Jacob B	25.00	Warrant
Faust	Jeremy M	50.00	Warrant
Faust	Jessica Faye	25.00	Warrant
Fazlic	Kemal	50.00	Warrant
Fedeler	Jason R	50.00	Warrant
Felde	David L	25.00	Warrant
Felde	Karen L	25.00	Warrant
Felde	Mark J	25.00	Warrant
Felix	Ray Bernard	25.00	Warrant
Fellerer	Jennie M.	25.00	Warrant
Felsinger	Cassandra L	25.00	Warrant
Felton/Felten (?)	Darin Lee	25.00	Warrant
Felton/Felten (?)	Craig A	50.00	Warrant
Ferguson	Taqueta L	2,500.00	Warrant
Fernandez	Ricardo	25.00	Warrant
Ferry	Andrew Theodore	25.00	Warrant
Fines-Vargas	Jorge L.	25.00	Warrant

INDIVIDUALS

Last	First	Amount	Description
Finger	Robert P	25.00	Warrant
Fischer	Donna L	25.00	Warrant
Fish	Anthony A Jr	50.00	Warrant
Fish	Edward D	25.00	Warrant
Fisher	Lashun J.	25.00	Warrant
Fleck	Christopher James	25.00	Warrant
Flood	Tryone A	25.00	Warrant
Flores	Juan A	25.00	Warrant
Fluty	Samuel Lee	25.00	Warrant
Foote	Ryan Donald	25.00	Warrant
Foth	Seth Andrew	75.00	Warrant
Foth	Seth Andrew	25.00	Warrant
Franklin	Willie A	25.00	Warrant
Franz	Andrew T	75.00	Warrant
Franz	Casey B	25.00	Warrant
Franz	Gideon Dakota	25.00	Warrant
Franzen Sr	Michael Allen	25.00	Warrant
Freeman	Averron Keaire	25.00	Warrant
Frewert	Robert K	25.00	Warrant
Freyberg	Michael S	25.00	Warrant
Fritsch	Nathan	25.00	Warrant
Fuller	Mason Alan	50.00	Warrant
Funches	Charles	25.00	Warrant
Funches	Quan N	25.00	Warrant
Gabow	Frederick F III	25.00	Warrant
Gabrielse	Jeremiah Richard	50.00	Warrant
Gabrish	Joshua E	25.00	Warrant
Gabryel	Gary Edward	25.00	Warrant
Gahagan	Dacoda	25.00	Warrant
Gahagan	Timothy J	25.00	Warrant
Gahagan	Timothy J Jr	75.00	Warrant
Galicia-Rodriquez	Silvano	25.00	Warrant
Galvez	Kelly Jean	25.00	Warrant
Gant	Ladonia L	50.00	Warrant
Garbash	Jeremy A	25.00	Warrant
Garcia	Alejandro	50.00	Warrant
Garcia	Antonio Apolinar	25.00	Warrant
Garcia	Anthony E	25.00	Warrant
Garcia	Cesar Horacio	25.00	Warrant
Garcia	Erica Lynn	25.00	Warrant
Garcia	Haron Lee	25.00	Warrant
Garcia	Jessica	25.00	Warrant
Garcia	Joshua B	50.00	Warrant
Garcia	Kayla M	25.00	Warrant
Garcia	Pablo Sanchez	25.00	Warrant
Garcia	Salvador J	25.00	Warrant
Garcia-Bravo	Carlos	25.00	Warrant
Garcia-Bravo	Carlos	25.00	Warrant
Garcia-Minjarez	Irving Abigain	25.00	Warrant

INDIVIDUALS

Last	First	Amount	Description
Gardner	Keenan L.	25.00	Warrant
Garibay	Diana Lucina	50.00	Warrant
Garibo-Mayo	Jesus	25.00	Warrant
Gartmann	Joshua P	25.00	Warrant
Garza	Crystal L	50.00	Warrant
Garza	Jesus	25.00	Warrant
Garza	Ricardo	25.00	Warrant
Garza	Roque V	25.00	Warrant
Gasch	Lynn Marie	25.00	Warrant
Gasser	Michele	25.00	Warrant
Gates	Antonio Lamar	25.00	Warrant
Geib	Ronald D	25.00	Warrant
Gensch	Casey J	25.00	Warrant
Genske	Jazmen C	25.00	Warrant
Genson	Craig A	25.00	Warrant
Gerk	Collin Z	25.00	Warrant
Gerken	Roy Earl	25.00	Warrant
Giebel-Keesler	Joseph	25.00	Warrant
Gieske	Shannon L	25.00	Warrant
Gilberto	Garcia Emilio	25.00	Warrant
Gill	Adam J	50.00	Warrant
Gilliam	Alexander Rafael	25.00	Warrant
Gilligan	Carol Ann	25.00	Warrant
Girard	Joseph	25.00	Warrant
Gleason	Brittany E	50.00	Warrant
Goines, Jr	Scott Ramone	25.00	Warrant
Goldston	Andrew C	25.00	Warrant
Golpe-Coto	Noe	25.00	Warrant
Gomez-Rosas	Raul	25.00	Warrant
Gonering	Dennis Joseph	25.00	Warrant
Gonzales	Rafael	25.00	Warrant
Gonzalez	Andrew M	50.00	Warrant
Gonzalez	Barojas A	25.00	Warrant
Gonzalez	Lucia Avila	25.00	Warrant
Gonzalez	Mary Elizabeth	25.00	Warrant
Gonzalez	Paul D	25.00	Warrant
Gonzalez	Victor Carios	25.00	Warrant
Gonzalez	Vito Raymond	50.00	Warrant
Goodlow	Corey Jermain Dwight	25.00	Warrant
Gordon	Emeran M	25.00	Warrant
Grado	Abril Itzel	25.00	Warrant
Graf	Steven M	25.00	Warrant
Graham	Jemehl Keyshon	25.00	Warrant
Grande	Paula J	100.00	Warrant
Graubner	James R	50.00	Warrant
Graubner	Trent Allen	50.00	Warrant
Green	Brionna E.	25.00	Warrant
Green	Damon	50.00	Warrant
Green	Robert E	25.00	Warrant

INDIVIDUALS

Last	First	Amount	Description
Green	Romell	25.00	Warrant
Gregerson	Jeremy Michael	25.00	Warrant
Greil	Chad Brandon	25.00	Warrant
Griffith	Cody Michael	25.00	Warrant
Griffith	Cody M.	25.00	Warrant
Grimins	Jeremy L	50.00	Warrant
Gross	Brittaney Rose	50.00	Warrant
Grosskreutz	Daniel C	25.00	Warrant
Groth	Samuel L	25.00	Warrant
Grover	Joseph Davontia	50.00	Warrant
Grover	Penny T	25.00	Warrant
Grover	Sean R	25.00	Warrant
Grubbs	Eva E	25.00	Warrant
Gruenke	Mark Stewart	25.00	Warrant
Gruenwald	Anthony A Jr	25.00	Warrant
Grunewald	Thomas Joseph	50.00	Warrant
Grunow	Donna Lynn	25.00	Warrant
Grunow	Rebecca A	25.00	Warrant
Grunow	Thomas August	25.00	Warrant
Guelig	Lisa A	25.00	Warrant
Guerrero	Teresa Ruperta	25.00	Warrant
Guinther	Daniel T	50.00	Warrant
Guinther-Krueger	Crystal M	25.00	Warrant
Gulersen	Peri Ann	25.00	Warrant
Gunderson	Jamie L	25.00	Warrant
Gurley	Joshua Luther	25.00	Warrant
Gurney	Brian J	50.00	Warrant
Guth	Kristin L	25.00	Warrant
Gutierrez	Filiberto T	25.00	Warrant
Gutierrez	Margarito Pascual	25.00	Warrant
Guy	Maron Dushone, Jr	25.00	Warrant
Guzman	Natasha L	25.00	Warrant
Haem (HALM?)	Nicholaus C	25.00	Warrant
Hafner	Harold James	50.00	Warrant
Hall	Jason L	25.00	Warrant
Hallisich	Buck Alan	50.00	Warrant
Hamilton	Larry J Jr	25.00	Warrant
Hammett	Bradley Michael	25.00	Warrant
Hammon	Nicholas D	25.00	Warrant
Hammon	Nicholas Derlin	25.00	Warrant
Handel	Brian Arthur	50.00	Warrant
Handl	Paula Jean	25.00	Warrant
Haney	Jaylin S	25.00	Warrant
Hansen	John Harold	25.00	Warrant
Hanson	Ellyn Elizabeth	25.00	Warrant
Hanson	Joseph Lee	50.00	Warrant
Hanson	Richard R	50.00	Warrant
Hardersen	Colin R	25.00	Warrant
Harms	Andrew T	50.00	Warrant

INDIVIDUALS

Last	First	Amount	Description
Harrier	Tyler D	25.00	Warrant
Harris	Curtis Jr	75.00	Warrant
Harris	Marshall A.	25.00	Warrant
Harris	Melvin LeRoy	300.00	Warrant
Harris	Michael H	25.00	Warrant
Harris	Percy Jr	25.00	Warrant
Harris	Ryan T	25.00	Warrant
Harris	Spencer	25.00	Warrant
Harris	Virgil G	25.00	Warrant
Hatch	Marqus Devon	50.00	Warrant
Haugland	Katrina M	25.00	Warrant
Hawkins	George J. Jr	25.00	Warrant
Hawkins	George J. Jr	25.00	Warrant
Hawkins	Velaquice R	150.00	Warrant
Hawkins	James D	25.00	Warrant
Hawkins	James D	25.00	Warrant
Hawkins	Nathan Joseph	25.00	Warrant
Hebert	Chase R.	25.00	Warrant
Hediger	Heidi F	25.00	Warrant
Hegman	Norman Lee	25.00	Warrant
Heimerman	Michael J	25.00	Warrant
Helling	Christi Lee	25.00	Warrant
Helling	Christi Lee	25.00	Warrant
Hening	Eric D	25.00	Warrant
Hening	Laurie L	50.00	Warrant
Hennes	Gregory J	25.00	Warrant
Henning	Lee S	100.00	Warrant
Henning	Matthew Brain	25.00	Warrant
Henschel	John Van	50.00	Warrant
Herbert	Frank Leroy	25.00	Warrant
Heritsch	Robert David	25.00	Warrant
Hernandez	Jesus G	25.00	Warrant
Hernandez	Jesus Guadalupe	25.00	Warrant
Hernandez	Jose Ramon	25.00	Warrant
Hernandez	Juana	25.00	Warrant
Hernandez	Leo Jr	25.00	Warrant
Hernandez	Rosa	50.00	Warrant
Hernandez	Domingo	25.00	Warrant
Hernandez	Guadalupe Gustavo	25.00	Warrant
Hernandez	Jesus Guadalupe	100.00	Warrant
Hernandez	Leo Jr	25.00	Warrant
Hernandez	Lucero Hernandez	25.00	Warrant
Hernandez	Mackenzie J	25.00	Warrant
Hernandez	Mario Alberto Garcia	25.00	Warrant
Hernandez	Prince	25.00	Warrant
Hernandez	Ruben	50.00	Warrant
Heroon	Brian L	25.00	Warrant
Herr	Pang Lee	50.00	Warrant
Hersey	Jake Andrew	25.00	Warrant

INDIVIDUALS

Last	First	Amount	Description
Hess	Sean M	25.00	Warrant
Hesselink	David J.	25.00	Warrant
Hewerdine	Matthew S	25.00	Warrant
Hibbler	Ricardo Alford	50.00	Warrant
Higgins	Guy Edwin	25.00	Warrant
Higgins	Ryan M	50.00	Warrant
Higgins	Ryan M.	25.00	Warrant
Hill-Coates	Anquion DeSean	50.00	Warrant
Hinkle	Michael Robert	25.00	Warrant
Hoard	Randy N Jr	25.00	Warrant
Hobolich	Joel J	25.00	Warrant
Hodges	Antwan Octabian	75.00	Warrant
Hodges	Gregory	25.00	Warrant
Hodgson	Tottiona Inoya	25.00	Warrant
Hoey	Andrew P	25.00	Warrant
Hoffman	Jeremiah Victor	25.00	Warrant
Hogue	Ryan G	25.00	Warrant
Holbach	Robert J	25.00	Warrant
Holder	Joseph Kaylan	25.00	Warrant
Holmes	Christopher Alan	75.00	Warrant
Holstein	Aaron N	25.00	Warrant
Holton	Daniel M	25.00	Warrant
Holtz	Daniel C Jr	75.00	Warrant
Hombs	Thomas M	50.00	Warrant
Hooks	William Arthur	25.00	Warrant
Hooks	Floyd L	100.00	Warrant
Hoppe	Christian M	25.00	Warrant
Horner	Scott B	25.00	Warrant
Horton	Andrew H	25.00	Warrant
Horton	Michael James	25.00	Warrant
Houseye	Steven A.	25.00	Warrant
Houseye	Brian E	25.00	Warrant
Houseye	Jazmyne R.	25.00	Warrant
Howser	Ronald A	25.00	Warrant
Hoyt	Raymon Leo	25.00	Warrant
Huenink	Jacob DM	25.00	Warrant
Huff	Patrick C	25.00	Warrant
Hughes	Arturo W	25.00	Warrant
Hughes	Daniel L Alterberry	25.00	Warrant
Hughes	Phoenix A.L.	25.00	Warrant
Hume	James F	50.00	Warrant
Hunley II	Pouncho M	25.00	Warrant
Hunt	Sam Neil	25.00	Warrant
Huntoon	Lynwood E	25.00	Warrant
Hupf	Patrick R	25.00	Warrant
Hyde	Kristin L	50.00	Warrant
Imme	Jay Scott	25.00	Warrant
Inphachack	Francis Keo	25.00	Warrant
Irby	Isaiah Brandonn	25.00	Warrant

INDIVIDUALS

Last	First	Amount	Description
Ireland	Kevin Francis	75.00	Warrant
Irving	Larry C	150.00	Warrant
Irving	Larry C Jr	25.00	Warrant
Irving	Monroe	75.00	Warrant
Jaaffar	Jeremy Douglas	25.00	Warrant
Jackson	Jeremy T	25.00	Warrant
Jackson	John L	25.00	Warrant
Jackson	Kevin M	25.00	Warrant
Jackson	Renee R	25.00	Warrant
Jackson	Robert Samuel	25.00	Warrant
Jackson	Tirus D	25.00	Warrant
Jacoby	Jason J	25.00	Warrant
Jahns	Jamie Eugene	50.00	Warrant
Jahns	Jonathan	25.00	Warrant
Jahns	Jonathan	25.00	Warrant
Jaimes	Amber H	25.00	Warrant
Jaimes	Juan L	25.00	Warrant
Jaimes	Matias Jr	25.00	Warrant
Jakum	Anthony Michael	25.00	Warrant
Janness	Jonathan E	25.00	Warrant
Jefferson	Amanda Lynn	50.00	Warrant
Jefferson III	Thomas	25.00	Warrant
Jenkins	Christopher Dodd	25.00	Warrant
Jensen	Ronald O	50.00	Warrant
Jepsen	Alan J	25.00	Warrant
Jesion	Joseph P	25.00	Warrant
Jeske	Shelley A	25.00	Warrant
Jeske	Timothy S	50.00	Warrant
Jester	Christopher P	25.00	Warrant
Jester	Christopher P	25.00	Warrant
Jester	Christopher P	25.00	Warrant
Jester	Darla Ann	25.00	Warrant
Jiminez	Eliseo Soto	50.00	Warrant
Johansen	Tammy A	25.00	Warrant
Johansen	Richard H	25.00	Warrant
Johns	Jamie E	25.00	Warrant
Johnson	Aaron D.	50.00	Warrant
Johnson	Andrew M	25.00	Warrant
Johnson	Cassandra R	25.00	Warrant
Johnson	Clay N	100.00	Warrant
Johnson	Darien D	25.00	Warrant
Johnson	James T Jr	25.00	Warrant
Johnson	Jeffrey A	100.00	Warrant
Johnson	Kristi Lee	25.00	Warrant
Johnson	Matthew D	25.00	Warrant
Johnson	Mia P	25.00	Warrant
Johnson	Phil Truvail	75.00	Warrant
Johnson	Scot R	25.00	Warrant
Johnson	Scot Raymond	75.00	Warrant

INDIVIDUALS

Last	First	Amount	Description
Johnson	Steven D	25.00	Warrant
Johnson	Velma Marie	25.00	Warrant
Johnson	Yvonne Hope	25.00	Warrant
Johnson	Lee Warren Jr	25.00	Warrant
Johnson	Phil T.	25.00	Warrant
Johnson-Pollow	Lynne E	50.00	Warrant
Johnston	Brian K	25.00	Warrant
Johnstone	Shane R	25.00	Warrant
Jones	Benjamin T	25.00	Warrant
Jones	Derrick D	25.00	Warrant
Jones	Jamique T	25.00	Warrant
Jones	Jason C	25.00	Warrant
Jones	Kimberly A	100.00	Warrant
Jones	Laine Daniel	25.00	Warrant
Jones	Tyrone C	25.00	Warrant
Joniaux	Eric Craig	25.00	Warrant
Jordan	Kevin J	50.00	Warrant
Joyal	Joshua F	25.00	Warrant
Jurk	Kent Allen	25.00	Warrant
Kaat	Lew G	25.00	Warrant
Kaesermann	Gavin T	25.00	Warrant
Kalbes	Ashley A	25.00	Warrant
Kamada	Brittney	25.00	Warrant
Kaminski	Robert	25.00	Warrant
Kaminski	Robert A	25.00	Warrant
Kaminski	Robert A Jr	25.00	Warrant
Kaquatosh	Warren M	25.00	Warrant
Karpowica	Frank J	25.00	Warrant
Kasmiske	Rosana B	25.00	Warrant
Katt	Travis John	25.00	Warrant
Kaufman	Alexander L	75.00	Warrant
Kautzer	Chad Ronald	25.00	Warrant
Kazimirovich	Allan Dymko	25.00	Warrant
Keefe, Jr	Randy William	25.00	Warrant
Keesler	Joseph Fran Giebel	25.00	Warrant
Keith	Jacob Ryan	50.00	Warrant
Kempfer	Katherine S	25.00	Warrant
Kernz	Troy Paul	25.00	Warrant
Keshone	Bowie	25.00	Warrant
Kesner	Kristin A.	25.00	Warrant
Kesner	Kristin A.	25.00	Warrant
Kester	Terrence S	25.00	Warrant
Keyes	Jonathan B	25.00	Warrant
Killebrew	Alexander W	25.00	Warrant
Kincade	Dajuan Patrick	75.00	Warrant
King	Charles Thomas	25.00	Warrant
King	Devin A	50.00	Warrant
King	Lemmanual A	25.00	Warrant
Kingwell	Damien E	25.00	Warrant

INDIVIDUALS

Last	First	Amount	Description
Kinney	Ian T	50.00	Warrant
Klein	Devin Paul	25.00	Warrant
Klinzing	Benjamin T	25.00	Warrant
Klunk	Jennifer L	25.00	Warrant
Klunk	Mariah M	25.00	Warrant
Klunk	Mariah M	25.00	Warrant
Knaack	Michael D	25.00	Warrant
Knabe	Randall R	25.00	Warrant
Knapp	Mitchell Lee	25.00	Warrant
Knight	Tammy M	25.00	Warrant
Knoll	Jason J	25.00	Warrant
Knoll	Travis F	25.00	Warrant
Knudson	Nicole L	25.00	Warrant
Knutson	Jennifer M	25.00	Warrant
Kocmoud	Kenneth Robert	25.00	Warrant
Kocourek/Collins	Hope M	25.00	Warrant
KoemTopp	Zachary Allen	25.00	Warrant
Koene	Alexander James	25.00	Warrant
Koenig	Randal R	75.00	Warrant
Koentopp	Zachary A	25.00	Warrant
Koepke	Krystine D	25.00	Warrant
Koepke	Jeremiah David	25.00	Warrant
Koerner	Trent J	25.00	Warrant
Kohlwey	Allen Oscar	25.00	Warrant
Kolar	Mark Donald	25.00	Warrant
Konaha	Edward James	75.00	Warrant
Korff	Justin V	50.00	Warrant
Kosbab	Arnold M	25.00	Warrant
Kramer	Brittany M	25.00	Warrant
Kramer	Kimbery K	25.00	Warrant
Kranick	Jeremy David	50.00	Warrant
Krause	Michael W	75.00	Warrant
Krentz	Philip L	25.00	Warrant
Kropp	Edward Elmore	50.00	Warrant
Krueger	Connie W	25.00	Warrant
Krueger-Guinther	Crystal M	25.00	Warrant
Kuehl	Branden A	25.00	Warrant
Kuehmichel	Adam Jared	50.00	Warrant
Kuehmichel	Steven Robert	25.00	Warrant
Kueker	Blake D.	25.00	Warrant
Kueker	Blake D.	25.00	Warrant
Kulanowski	Russell James	25.00	Warrant
Kumbalek	Timothy James	50.00	Warrant
Kunstman	Jennifer M	25.00	Warrant
Kyde	Daniel James	25.00	Warrant
Labarge	Karessa F.	25.00	Warrant
Labarge	Karessa F.	25.00	Warrant
Labrillo	Anthony J	75.00	Warrant
Lader, Jr	Jessie L	25.00	Warrant

INDIVIDUALS

Last	First	Amount	Description
Ladwig	Mark Steven	25.00	Warrant
Laitinen	Evelyn J	25.00	Warrant
Lajeynesse	Joey S	100.00	Warrant
Lampe	Richard A Jr	25.00	Warrant
Lampe	Richard A Jr	25.00	Warrant
Lampe	Ruth Elaine	25.00	Warrant
Landers	Timothy Craig II	25.00	Warrant
Landwehr	James Anthony	25.00	Warrant
Landwehr	Sean A	25.00	Warrant
Lang	Jon M	50.00	Warrant
Lange	Caroline A	25.00	Warrant
Lapan	Larry James	125.00	Warrant
Larios-Ruiz	Mario O	50.00	Warrant
Lasee	Jennifer F	75.00	Warrant
Leatherberry	Robert E	25.00	Warrant
Leatherberry	William Louis, Sr	25.00	Warrant
Lechner	Shane D	75.00	Warrant
Lee	Harvey	25.00	Warrant
Lee	James	25.00	Warrant
Lee	Jason Brent	25.00	Warrant
Lee	Jeremy M	50.00	Warrant
Lee	Johnny W	25.00	Warrant
Lee	Ka Theng	25.00	Warrant
Lee	Kennedy Wolblong	25.00	Warrant
Lee	Lisa Marie	25.00	Warrant
Lee	Phia	25.00	Warrant
Lee	Tou Bee	25.00	Warrant
Lee	Toua	25.00	Warrant
Lee	Vernon Russell	50.00	Warrant
Lee	Vernon R II	50.00	Warrant
Lee	Yee	25.00	Warrant
Lee	Yee Peng	25.00	Warrant
Lehmann	Paula J	25.00	Warrant
Lehrke	Nicholas J	25.00	Warrant
Leibham	Michael J	25.00	Warrant
Leitzke	Jason M	125.00	Warrant
Lensmire	Jered David	25.00	Warrant
Leon	Garett Thomas	50.00	Warrant
Lepak	Austin T.	25.00	Warrant
Lepak	Brandon C	25.00	Warrant
Lepak	Daniel Cole	50.00	Warrant
Leraaen	Duane L	25.00	Warrant
Levanduski	Nicole M	25.00	Warrant
Leverett	Antoine D	25.00	Warrant
Lewandoske	Nigel J	50.00	Warrant
Lewis	Cedric D	25.00	Warrant
Lewis	Darile D	25.00	Warrant
Licari	Curtis L	25.00	Warrant
Lider, Jr	Jesse L	50.00	Warrant

INDIVIDUALS

Last	First	Amount	Description
Liemus	Genaro	25.00	Warrant
Light	Dustin Leroy	50.00	Warrant
Lin	He Xing	25.00	Warrant
Lindle	Angela Evonne	25.00	Warrant
Lindow	Jeffrey A	25.00	Warrant
Lipford	Tarik R	25.00	Warrant
Little	Richard	25.00	Warrant
Lohr	Daniel Elmer	25.00	Warrant
Longhurst	Charles Daniel	25.00	Warrant
Longsine	Jesse Allen	25.00	Warrant
Lopez	Angel E	25.00	Warrant
Lopez	Jaime	25.00	Warrant
Lor	Cathline C	25.00	Warrant
Lor	Thao P	25.00	Warrant
Lor	Tou	25.00	Warrant
Lor	Lee	25.00	Warrant
Lord	Theodore C Jr	100.00	Warrant
Lorenz	Clinton G	25.00	Warrant
Lorenz	Sabastian Kane	25.00	Warrant
Lorenzo	Jose Luis	25.00	Warrant
Love	Chouncey	25.00	Warrant
Love	Chouncy A	25.00	Warrant
Love	Dexter Tyrone	100.00	Warrant
Love	Rahsaan J	25.00	Warrant
Love	Steven R	50.00	Warrant
Lowery	Daniel Ralph	25.00	Warrant
Lucas	Ryan S	25.00	Warrant
Luckow	Michael J	25.00	Warrant
Lucyshyn	Alexis C	25.00	Warrant
Luebke	Patrick C	25.00	Warrant
Lulich	Jeffrey Jacob	50.00	Warrant
Lund	Donovan Daniel	25.00	Warrant
Lunda	Tanya L	25.00	Warrant
Lunda	Yolanda	25.00	Warrant
Lunsford	Vicky L	50.00	Warrant
Lutterman	Billyjon T	25.00	Warrant
Lutzke	Thomas James	25.00	Warrant
Lyles	Frenaz D	75.00	Warrant
Lynch	Joanne Marie	25.00	Warrant
Maholmes	Seyron K	25.00	Warrant
Mahr	Missie L	25.00	Warrant
Malinaro	Gina M	25.00	Warrant
Malwitz	Christopher Thomas	25.00	Warrant
Manning	Tracy M.	25.00	Warrant
Marchese	Adam T	25.00	Warrant
Marksman	Charles J	75.00	Warrant
Marksman	Charles J Jr	100.00	Warrant
Marksman	Dakota James	25.00	Warrant
Marksman	Dennis C	100.00	Warrant

INDIVIDUALS

Last	First	Amount	Description
Marksman	Donald Wayne	25.00	Warrant
Marksman	Lisa Ann	75.00	Warrant
Markus	William L	75.00	Warrant
Markus	William L	25.00	Warrant
Markwardt	Guy A	25.00	Warrant
Markworth	Jeffrey S	25.00	Warrant
Markworth	Jonathan Scott	25.00	Warrant
Markworth	Jonathan Scott	25.00	Warrant
Marquez	Ernesto	25.00	Warrant
Martel	Scott Dean	125.00	Warrant
Marten	Eric K	50.00	Warrant
Martin	Jacob Paul	25.00	Warrant
Martin	James A.	75.00	Warrant
Martin	James J II	25.00	Warrant
Martin	James J II	25.00	Warrant
Martin	John E Jr	75.00	Warrant
Martin	Keith	25.00	Warrant
Martin	Rachel M	25.00	Warrant
Martinez	Adam	25.00	Warrant
Martinez	Felipe G	25.00	Warrant
Martinez	Ishmael	25.00	Warrant
Martinez	Luis Fernando	75.00	Warrant
Martinez	Ruben	25.00	Warrant
Martinez	Stella	50.00	Warrant
Martinez-Moreno	Angel	25.00	Warrant
Maske	David J	75.00	Warrant
Massey	Ethan Ty	25.00	Warrant
Mataese, Jr	Keresoma E	50.00	Warrant
Matalas	Katherine M	25.00	Warrant
Mathes	Marissa M	25.00	Warrant
Mathis	Angelika B	25.00	Warrant
Mattson	Dawn Marie	25.00	Warrant
Mayeaux	John A	75.00	Warrant
McCandless	Jessica L	25.00	Warrant
McClellan	Krista	25.00	Warrant
McCranie	Joshua A	25.00	Warrant
McCranie	Nathaniel Allen	50.00	Warrant
McCue	Jasmine N.	25.00	Warrant
McDaniel	Anthony Curtis	50.00	Warrant
McDaniel	Brandon J	50.00	Warrant
McDaniel	Terry L	25.00	Warrant
McDaniel	Cathy Joe	25.00	Warrant
McGee	Eric. M	25.00	Warrant
McDowell	Markese Rashawn	25.00	Warrant
McGillis Jr	Robert P	25.00	Warrant
McIntive	Joseph Francis	25.00	Warrant
McKee	Jeannie M	25.00	Warrant
McKinney	Michael Charles	50.00	Warrant
McKnight	Angelo Darnell	25.00	Warrant

INDIVIDUALS

Last	First	Amount	Description
McRoe	Ruby Rose	25.00	Warrant
Medina	Eric K	25.00	Warrant
Medina, Jr	Irineo Loncoria	25.00	Warrant
Meeks	Bobby Jordan	25.00	Warrant
Meindl	Timothy B	25.00	Warrant
Meindl	Robert C	25.00	Warrant
Meiselwitz	Jessica Ann	25.00	Warrant
Meisner	William A	50.00	Warrant
Melville	Devan T	25.00	Warrant
Mendez	Cristian Kenneth	25.00	Warrant
Mendez	Christian K	25.00	Warrant
Mendez	Patrick J	50.00	Warrant
Mercure	Bonnie R	25.00	Warrant
Mercure	Matthew S	50.00	Warrant
Merklein	Daniel Earl	25.00	Warrant
Merrill	Horactio	25.00	Warrant
Merritt	James C	25.00	Warrant
Mertes	Dayton B.	25.00	Warrant
Meyer	Kurt Kenneth	25.00	Warrant
Meyer	Leyna I	25.00	Warrant
Meyer	Nathaniel J	50.00	Warrant
Meyers	Samuel James	25.00	Warrant
Miesfeld	Walter J Jr	25.00	Warrant
Miesner	Thomas O	25.00	Warrant
Miesner	William A	25.00	Warrant
Miller	Brandan C	50.00	Warrant
Miller	Jason Clark	75.00	Warrant
Miller	Joey Mark	75.00	Warrant
Miller	Tyrees D	25.00	Warrant
Miller Evans	Montrel C	25.00	Warrant
Mills	Crystal S	50.00	Warrant
Mills	Crystal S	25.00	Warrant
Milsaps	Brian L	25.00	Warrant
Minott	Richard Shane	25.00	Warrant
Miota	Joshua William	25.00	Warrant
Mischke	Luis Kalan James	25.00	Warrant
Mischker	Jeremy S	25.00	Warrant
Mitchell	Brandon L	50.00	Warrant
Mitchell	Kevin Brian	25.00	Warrant
Moenssen	Jennifer	75.00	Warrant
Moerke	David C	25.00	Warrant
Moffett	Michael Maurice	25.00	Warrant
Mohr	Michael D	25.00	Warrant
Molina	Anastacio	25.00	Warrant
Molinaro	Gina M	25.00	Warrant
Molla	Marino	25.00	Warrant
Molla	Marino	25.00	Warrant
Mollins	Damantse Terrell	25.00	Warrant
Monhead	Randy Scott	25.00	Warrant

INDIVIDUALS

Last	First	Amount	Description
Monroe	Charles Irving	50.00	Warrant
Montemayor	Matias Jr	50.00	Warrant
Montemayor	Ricardo A Jr	50.00	Warrant
Moone	Jeremy Robert	50.00	Warrant
Moore	Donta D	25.00	Warrant
Moore	Hasaun Malik	25.00	Warrant
Morales	Jessica A	25.00	Warrant
Morales	Miguel J	50.00	Warrant
Moreno	Angel Martinez	25.00	Warrant
Moreno	Marcos	25.00	Warrant
Moreno	Nancy Marie	25.00	Warrant
Morgan	Keonta El	25.00	Warrant
Morgan	Samantha C	25.00	Warrant
Morris	John Erick	25.00	Warrant
Morrow	Carolynn E	25.00	Warrant
Mortiz	Dawn M	25.00	Warrant
Morton	Mariah Nicole	25.00	Warrant
Mott	Jessica A	25.00	Warrant
Moua	Dang	25.00	Warrant
Moynihan	Jason T	25.00	Warrant
Mueller	Jason C	25.00	Warrant
Mueller	Larry J	25.00	Warrant
Mueller	Steven C	25.00	Warrant
Mulhern	John P	25.00	Warrant
Mullenberg	David Scott	50.00	Warrant
Mullens	Thomas J.	25.00	Warrant
Multani	Sukhwinder	25.00	Warrant
Murphy Joiner	Kendall T	25.00	Warrant
Musial	Brian	25.00	Warrant
Myers	Dennis T	25.00	Warrant
Myszewski	James M	25.00	Warrant
Naranjo Jr	Oscar	25.00	Warrant
Nawkins	Velaquice R	25.00	Warrant
Neely	Brandon D	25.00	Warrant
Nelson	John A.	25.00	Warrant
Nelson	Venus M	25.00	Warrant
Netzer	Kurt K	25.00	Warrant
Neuaone	Andrew Anthony	50.00	Warrant
Nevaone	Felicia A	25.00	Warrant
Newcomb	Michael Anthony	25.00	Warrant
Newcomb	Jamie Lee	25.00	Warrant
Newman	John R	25.00	Warrant
Ney	Nicholas D.	25.00	Warrant
Nicholas	Cody	25.00	Warrant
Nichols	Shannon Roe	25.00	Warrant
Nicol	Jeffrey W	25.00	Warrant
Nielson	Amanda M	25.00	Warrant
Nielson	Robert M Jr	25.00	Warrant
Niemuth	Anthony C E	25.00	Warrant

INDIVIDUALS

Last	First	Amount	Description
Noggle	Jeffrey Louis	25.00	Warrant
Nojculis	Layla Constance	25.00	Warrant
Nolden	Michelle	25.00	Warrant
Norton	Demetrius L	25.00	Warrant
Norton	Roger A	25.00	Warrant
Novak	Christopher J	25.00	Warrant
Nyhuis	Codie Kevin	25.00	Warrant
Oakley	Francis	75.00	Warrant
Oakley	Kevin Lee	25.00	Warrant
Oakley	Alexander Jonathan	25.00	Warrant
Ochoa	Jose C	25.00	Warrant
Ogelsby	Kenneth Allen Jr	25.00	Warrant
Ogelsby	Tawaun Jovae	25.00	Warrant
Ohlschmidt	Michael J	25.00	Warrant
Olivas, Callejas	Juan Carlos	25.00	Warrant
Ollie	James Anthony	50.00	Warrant
Olson	Richard Dion	25.00	Warrant
Oregon	Yonic E	25.00	Warrant
Orosco	Manuel J III	50.00	Warrant
Orvis	David A	50.00	Warrant
Osykowski	Nicole Rae	25.00	Warrant
Otto	Christina Elaine	75.00	Warrant
Outland-Wiens	Benjamin D	50.00	Warrant
Ouvas	David	25.00	Warrant
Owens	Michael T	25.00	Warrant
Paape	Richard	25.00	Warrant
Paarmann	Justin L	50.00	Warrant
Pabon	Jerry Luis	25.00	Warrant
Paige	Marques N	25.00	Warrant
Palmer	Brian	50.00	Warrant
Palmer	Parish T	50.00	Warrant
Palomino	Ace D	25.00	Warrant
Pankratz	Joshua L	25.00	Warrant
Papendieck	Amy J	25.00	Warrant
Papke	William Daniel Jr	50.00	Warrant
Pappe	Bobbie J	25.00	Warrant
Paquette	Chase Andrew	25.00	Warrant
Parker	Denzel Javonte	50.00	Warrant
Parker	Devaondrea K	125.00	Warrant
Parker	Jonathan R	25.00	Warrant
Parker	Bruce H.	25.00	Warrant
Passa	Frank	25.00	Warrant
Passa	Frank Louis IV	25.00	Warrant
Passmore	Michelle L	50.00	Warrant
Patton	Felix A	25.00	Warrant
Patton	Felix A	25.00	Warrant
Patton	Philip Robert	50.00	Warrant
Patton	Timothy Jr	50.00	Warrant
Patton	Timothy Roy	25.00	Warrant

INDIVIDUALS

Last	First	Amount	Description
Paulsen	Jason Todd	25.00	Warrant
Pautz	Danielle M	25.00	Warrant
Pawlowski	Joseph D Jr	50.00	Warrant
Payne	Perles L	25.00	Warrant
Peanine	Joshua Vincent	50.00	Warrant
Pease	Abby L	100.00	Warrant
Pekrun	Creston Charles	50.00	Warrant
Pelnar	Douglas A	25.00	Warrant
Peltier	Stacy M	50.00	Warrant
Pena	Vincente	25.00	Warrant
Peralta	Raul	25.00	Warrant
Peralta	Raul	25.00	Warrant
Peralta-Carmona	Jose L	25.00	Warrant
Perez	Edward G	25.00	Warrant
Perez	Marco A	25.00	Warrant
Perez	Rosalba	25.00	Warrant
Perez-Bedolla	Alejandro	25.00	Warrant
Perkins	Ashford Earl	25.00	Warrant
Perry	Heidi Marie	25.00	Warrant
Perry	Myron L	25.00	Warrant
Pertle	Thomas John	25.00	Warrant
Peschke	John L	25.00	Warrant
Pete	Aaron James Monroe	25.00	Warrant
Peters	Shaelynn Marie	25.00	Warrant
Peterson	Tamalyn M	25.00	Warrant
Peterson	Terrell MacNeil	25.00	Warrant
Petta	Paul Douglas	25.00	Warrant
Phillips	Keyentad	25.00	Warrant
Phillips	Tristan L	25.00	Warrant
Phonesaythip	Khamphout J	25.00	Warrant
Pickett	Isiah L.	25.00	Warrant
Piehl	James T	50.00	Warrant
Piggee	Jasper H.	25.00	Warrant
Pilz	Alyssa L	25.00	Warrant
Pindval	Jamie Sue	25.00	Warrant
Pippert	Jonathan R.	25.00	Warrant
Pirwitz	Johnathon James	50.00	Warrant
Piscitello	Dayne J	25.00	Warrant
Piscitello	Dayne J	25.00	Warrant
Pitchford, Jr	Herbert	25.00	Warrant
Plocar	Charles V	25.00	Warrant
Ploeckelman	Gary John	25.00	Warrant
Poe	Takita Sharee	25.00	Warrant
Poleski	David Alen Jr	75.00	Warrant
Pollow, Johnson	Lynne E	25.00	Warrant
Polzin	Brenda L	25.00	Warrant
Polzin	Chadwih M	50.00	Warrant
Polzin	Chadwih M	25.00	Warrant
Polzin	Samantha M	25.00	Warrant

INDIVIDUALS

Last	First	Amount	Description
Polzin	Chadwich M.	25.00	Warrant
Poolo	Brad L	25.00	Warrant
Pope	Shawn M	25.00	Warrant
Por	Takita Sharee	25.00	Warrant
Porter	Chiffon Monique	50.00	Warrant
Pospichal	Danielle S	25.00	Warrant
Post	Stacyann Marie	25.00	Warrant
Potter	Justin David	50.00	Warrant
Poulos	Robert James	25.00	Warrant
Powell	Eric R	25.00	Warrant
Prado	Jaime	25.00	Warrant
Prado	Lisbeth D	25.00	Warrant
Prager	Jason A	50.00	Warrant
Pribbernow	Melissa Jean	25.00	Warrant
Prichard	Andrew John	25.00	Warrant
Prigge	Brion John	25.00	Warrant
Pryor	Andrew A	25.00	Warrant
Pryor	Andrew P	75.00	Warrant
Pugh	James A	25.00	Warrant
Pusa	Brad Douglas	25.00	Warrant
Quick	David D	25.00	Warrant
Raatz	Michael C	25.00	Warrant
Racine	Tyler R	25.00	Warrant
Raddatz	Jon Francis	25.00	Warrant
Raddatz	Jon Francis	25.00	Warrant
Ragan	Elizabeth L	50.00	Warrant
Rainer	Leticia M	25.00	Warrant
Rakestraw	Roy G	25.00	Warrant
Ramirez	Ernest John	25.00	Warrant
Ramirez	Gabriel G	25.00	Warrant
Ramirez	Jesus F	25.00	Warrant
Ramirez	Victor Esquiel	50.00	Warrant
Ramirez	Maria F.	25.00	Warrant
Ramos-Rivera	Alejandro	25.00	Warrant
Ramthun	Shawn F	25.00	Warrant
Randle	Leslie L	25.00	Warrant
Rangel	Jose F	25.00	Warrant
Rangel	Juan Carlos	25.00	Warrant
Rasales	Ruben	25.00	Warrant
Reasby	Kenneth D	25.00	Warrant
Redig	Shawn I	25.00	Warrant
Reed	Timothy Jr	50.00	Warrant
Reetz	Jennie M	25.00	Warrant
Reetz	Matthew C	25.00	Warrant
Regan	Jacob Thomas	25.00	Warrant
Regan	Kevin S	25.00	Warrant
Rehaste	Steve S	25.00	Warrant
Reimer	Kurt A	25.00	Warrant
Reindl	Mark B	100.00	Warrant

INDIVIDUALS

Last	First	Amount	Description
Reinwand	Brandi K	25.00	Warrant
Reischl	Michael S	25.00	Warrant
Rena-Borbon	Angela M	25.00	Warrant
Renderman	Monique Renee	25.00	Warrant
Renteria	Edgar	25.00	Warrant
Renzelmann	Markus J	25.00	Warrant
Restdl	Michael James	25.00	Warrant
Reyes	Gerardo Ignasio	25.00	Warrant
Reyes	Ismael Martin	25.00	Warrant
Reyes	Juan T	50.00	Warrant
Reynoso	Pedro	25.00	Warrant
Rhoden	Marisol MC	25.00	Warrant
Richardson	Anthony I	50.00	Warrant
Richardson	Anthony I	25.00	Warrant
Richardson	Holly	50.00	Warrant
Richardson	Tyrone	25.00	Warrant
Richman	Andrea Lee	25.00	Warrant
Richter	Nicholas J	50.00	Warrant
Richter	Russell A	25.00	Warrant
Richter	Nicholas J.	25.00	Warrant
Rickert	Chester F	50.00	Warrant
Rickert	Jacqueline M	25.00	Warrant
Riggins	Lavacious E	25.00	Warrant
Riggins	Lavacious E	25.00	Warrant
Rigsby	Charles E	25.00	Warrant
Riley	Johnnie M	25.00	Warrant
Riley	Robert Lee	25.00	Warrant
Ringwell	Damen S	25.00	Warrant
Rios	Angel J	125.00	Warrant
Rios	Braulio D	25.00	Warrant
Rios III	Ramiro	75.00	Warrant
Ripple	Tyler Vincent	50.00	Warrant
Rittenhouse	Sarah L	25.00	Warrant
Rivers	Michael M Jr	25.00	Warrant
Roberts	Derek J	25.00	Warrant
Robinson	Gregory	75.00	Warrant
Robinson	Willie L	25.00	Warrant
Rodriguez	Bienvenido, B	25.00	Warrant
Rodriguez	Constance L	25.00	Warrant
Rodriguez	David Michael	25.00	Warrant
Rodriguez	Doroteo Mateo	75.00	Warrant
Rodriguez	West A	25.00	Warrant
Rodriguez	Rebecca	25.00	Warrant
Rodriguez, Jr	Raul	25.00	Warrant
Rodriquez	Aaron	25.00	Warrant
Rodriquez	Evelio Jose	25.00	Warrant
Rodriquez	Mario Andrew	25.00	Warrant
Rodriquez	Ramon Ben	25.00	Warrant
Rodriquez-Galicia	Silvano	25.00	Warrant

INDIVIDUALS

Last	First	Amount	Description
Roehl	Toni Danielle	25.00	Warrant
Rogers	Michael T	25.00	Warrant
Rogers	Raymond A	50.00	Warrant
Rohas	Xochitl Alejandra	25.00	Warrant
Rojas	Merced E	25.00	Warrant
Rojas	Marthceth E	25.00	Warrant
Rollins	Ralvin	25.00	Warrant
Rosek	Anthony W	25.00	Warrant
Ross	Jolin W. Jr	25.00	Warrant
Rossey	Paul Edward	25.00	Warrant
Rossey	Jennifer Marie	50.00	Warrant
Rossmiller	Amber E	50.00	Warrant
Roth	Amber Mae	25.00	Warrant
Rothering	Jeffrey J	25.00	Warrant
Rothering	Jeffrey John	25.00	Warrant
Rothering	Nadine M	50.00	Warrant
Rothering	Samuel A	75.00	Warrant
Roynoso	Pedro	25.00	Warrant
Royston	Hanna C	25.00	Warrant
Rozanski	Terry J	25.00	Warrant
Rudd	Rocia Grijalva	50.00	Warrant
Ruhland	Troy A	25.00	Warrant
Ruiz	Holly M	25.00	Warrant
Rupnick	Richard L	25.00	Warrant
Rupp	John J	25.00	Warrant
Russell	Jennifer Lynn	25.00	Warrant
Ryan	Ashley L	25.00	Warrant
Sackett	Cheryl L	25.00	Warrant
Sage	Daniel J	25.00	Warrant
Salazar	Anthony	25.00	Warrant
Salerno	Scott Anthony	25.00	Warrant
Sallis	Percyl J	25.00	Warrant
Salvetta	Kristina M	25.00	Warrant
Sanchez	Felix	25.00	Warrant
Sanchez	Pablo Garcia	25.00	Warrant
Sanchez	Samatha Lee	25.00	Warrant
Sanders	Thomas J	25.00	Warrant
Sandlin	Scotty J	25.00	Warrant
Sandman	Andrew J	25.00	Warrant
Sandner	Matthew Robert	25.00	Warrant
Sanford	Edie Margaret	25.00	Warrant
Sanford	Montreal D	25.00	Warrant
Sanford	Robert A	75.00	Warrant
Santiago	Angel R Ayala	25.00	Warrant
Santillon	Luis A	25.00	Warrant
Saunders	Mitch L	25.00	Warrant
Saxon	Steven W	50.00	Warrant
Scales	Isiah E	75.00	Warrant
Schanen	Jody	25.00	Warrant

INDIVIDUALS

Last	First	Amount	Description
Schenk	Peter Andrew	25.00	Warrant
Schieble	Ian Robert	25.00	Warrant
Schiker	Gregory D	25.00	Warrant
Schillingowski	Angela M	50.00	Warrant
Schillingowski	James A.	75.00	Warrant
Schillingowski	Michele L	50.00	Warrant
Schirmer	Nathaniel D	25.00	Warrant
Schirmer	Shawn M	25.00	Warrant
Schlenther	Tracy L	25.00	Warrant
Schlotthauer	Michael James Jr	25.00	Warrant
Schlotthauer	Michael James Jr	25.00	Warrant
Schmeling	Joshua A	25.00	Warrant
Schmidt	Amanda R	25.00	Warrant
Schmidt	Amanda R	25.00	Warrant
Schmidt	Barbara A	25.00	Warrant
Schmidt	Christopher Leon	25.00	Warrant
Schmidt	Jennifer A	25.00	Warrant
Schmidt	John R	25.00	Warrant
Schmidt	Linus A	25.00	Warrant
Schmidt	Melissa Ann	50.00	Warrant
Schmidt	Michael J	25.00	Warrant
Schmidt	Ryan R	25.00	Warrant
Schmitt	John R	25.00	Warrant
Schmitt	Travis Jerome	25.00	Warrant
Schneider	Jamie T	50.00	Warrant
Schober	Lorel Mary	25.00	Warrant
Schramm	Brandon J	25.00	Warrant
Schroeder	Alan M	25.00	Warrant
Schroeder	Malhew M	25.00	Warrant
Schroeder	Peter M	50.00	Warrant
Schroeder	Sandra L	25.00	Warrant
Schultz	Anthony Paul	25.00	Warrant
Schultz	Caitlin J	25.00	Warrant
Schultz	Danny Ray	25.00	Warrant
Schultz	Randy Scott	25.00	Warrant
Schultz	Robert W	25.00	Warrant
Schultz-Wagner	Mary K	25.00	Warrant
Schumacher	Alyssa Elizabeth	25.00	Warrant
Schutts	Angela F	25.00	Warrant
Schwaller	Brent	25.00	Warrant
Schweisthal	Sunny N,	25.00	Warrant
Schwinn	April M	25.00	Warrant
Scott	Alphonia T	25.00	Warrant
Scribner	Matthew	25.00	Warrant
Seefeldt	Nicholas	25.00	Warrant
Seidler	Robert James	25.00	Warrant
Semke	Lee Michael	25.00	Warrant
Senft	Jennifer	50.00	Warrant
Senglaub	Carol L	50.00	Warrant

INDIVIDUALS

Last	First	Amount	Description
Serafin	Alyssa Reane	50.00	Warrant
Serna	Juan Fernancio	25.00	Warrant
Sever	Bruce Michael	25.00	Warrant
Shackelford	Deondra Kendell	25.00	Warrant
Shaffer	Nicholas C	75.00	Warrant
Sharbuno	Kyle Stephen	25.00	Warrant
Sharbuno	Kyle Stephen	25.00	Warrant
Shaw	Ryan Adam	25.00	Warrant
Sheets	John A	25.00	Warrant
Shelton	Chad E	25.00	Warrant
Shields	Molly T	25.00	Warrant
Shull	Brian Keith	25.00	Warrant
Silva-Avila	Braulio D	25.00	Warrant
Simmons	Richard J	25.00	Warrant
Simmons	Tyshon L	25.00	Warrant
Simmons	Yvonne M	25.00	Warrant
Simms	William J.	25.00	Warrant
Simon	Robert S	50.00	Warrant
Simon	Shane Lawrence	25.00	Warrant
Simon	Robert Scott	25.00	Warrant
Simon	Robert Scott	25.00	Warrant
Simplot	Jamin J	25.00	Warrant
Simplot	Jamin J.	25.00	Warrant
Simplot	Jamin J.	25.00	Warrant
Sims	Anthony C	50.00	Warrant
Singel	John J	50.00	Warrant
Sirvio	Joseph J	50.00	Warrant
Sirvio	Latishia M	25.00	Warrant
Skelton	Arleigh J	25.00	Warrant
Slater	Antonio Rashon	50.00	Warrant
Slith	Phillip R	25.00	Warrant
Sliwinski	Russel S.	25.00	Warrant
Smith	Abilio A	25.00	Warrant
Smith	Charles Lloyd	25.00	Warrant
Smith	Charles Lloyd	25.00	Warrant
Smith	Charles Lloyd	25.00	Warrant
Smith	Emily M	25.00	Warrant
Smith	Jerry	50.00	Warrant
Smith	Julian B	25.00	Warrant
Smith	Justin D	75.00	Warrant
Smith	Larry J	25.00	Warrant
Smith	Lydia Gene	50.00	Warrant
Smith	Melissa Ann	25.00	Warrant
Smith	Mia Eloise	25.00	Warrant
Smith	Monica J	25.00	Warrant
Smith	Randall C	25.00	Warrant
Smith	Rita Alicia	25.00	Warrant
Smith	Ryan M.	25.00	Warrant
Smith	Sammie L	25.00	Warrant

INDIVIDUALS

Last	First	Amount	Description
Smits	Michelle L	25.00	Warrant
Smits	Michelle L	25.00	Warrant
Snoeyenbos	David L	25.00	Warrant
Snoeyenbos	Jacob B	25.00	Warrant
Sohre	Thomas D	50.00	Warrant
Sok	Kong	50.00	Warrant
Son	Robert V	25.00	Warrant
Sonee	Christopher Dean	25.00	Warrant
Sonneman	Carl T	25.00	Warrant
Sonneman	Eric J	25.00	Warrant
Sonneman	Travis A	75.00	Warrant
Sonneman	Carl Thomas Jr	25.00	Warrant
Soto	Daniel S. Jr	25.00	Warrant
Soto	Heather M	25.00	Warrant
Soto	Jesus	25.00	Warrant
Soto	Salvador Jr	25.00	Warrant
Soto	Andre G. IV	25.00	Warrant
Soun	Michael D	25.00	Warrant
Soun	Olee C	50.00	Warrant
Soun	Sovann	25.00	Warrant
Souvannasot	Nicholas Pravit	75.00	Warrant
Souvannasot	Visan E	25.00	Warrant
Soyring	Mark S	25.00	Warrant
Spangenberg	Troy A	25.00	Warrant
Speights	Tannetta M	25.00	Warrant
Spell	Stephanie M	75.00	Warrant
Splivalo	Brian J	25.00	Warrant
Spradau	Tyson J	50.00	Warrant
Sprengel	Christopher J	25.00	Warrant
Sprengel	Mercedes Jasha	25.00	Warrant
Stadler	Jaida K	25.00	Warrant
Stangel	Tammy Ann	25.00	Warrant
Stangel	Tylor L	25.00	Warrant
Staten	Cecil M	25.00	Warrant
Staten	Shirley	25.00	Warrant
Staton	Dahryl Robert	25.00	Warrant
Steder	Brandon J	25.00	Warrant
Steder	Jeffrey C	25.00	Warrant
Steder	Steven L	50.00	Warrant
Steele	Roger Earl	25.00	Warrant
Steensen	Dwayne	25.00	Warrant
Steensen	Halden Edward	25.00	Warrant
Stein	Michelle J	25.00	Warrant
Steinhardt	Thomas M	25.00	Warrant
Stenden	John JH	25.00	Warrant
Stephan	Stacy H	25.00	Warrant
Stephens	Susan Lynn	100.00	Warrant
Steracki	Avonne Mary	25.00	Warrant
Steuerwald	Jordan D	25.00	Warrant

INDIVIDUALS

Last	First	Amount	Description
Stevens	Michael Lee	50.00	Warrant
Stevenson	Henry Earl	25.00	Warrant
Stevenson	Jonathan	25.00	Warrant
Stewart	Jacob R	25.00	Warrant
Stewart	Jeffery D	25.30	Warrant
Stiefvater	Lydia Nancy	25.00	Warrant
Stift	Matthew R	25.00	Warrant
Stites	Kari Ann	25.00	Warrant
Stith	James A.	50.00	Warrant
Stith	Phillip Russell	25.00	Warrant
Stokes	Brionn A	25.00	Warrant
Stokes	Elijah Shamar	25.00	Warrant
Stokes	Jamar Michael	25.00	Warrant
Stokes	Sarah Nicole	50.00	Warrant
Stoltzman	Stacey A	25.00	Warrant
Stout	Teri Ann	25.00	Warrant
Stoutmire	Gary M	25.00	Warrant
Strassburger	Aron J	25.00	Warrant
Struve	Bradley Allen	25.00	Warrant
Strysick	Bradley Gerald	25.00	Warrant
Stumphy	David	25.00	Warrant
Sturdivant	Dashauna K	25.00	Warrant
Sturdivant	Keishaudge KD	25.00	Warrant
Summerville	James	25.00	Warrant
Swain	Michael	25.00	Warrant
Swanson	Paul	25.00	Warrant
Swenson	Alvin LeRoy	50.00	Warrant
Sykes	Christopher Dean	50.00	Warrant
Szalewski	Sunshine Marie	25.00	Warrant
Szopinsky II	Roy A	25.00	Warrant
Tanksley	James Lamarr	25.00	Warrant
Tanner	Joshua L	50.00	Warrant
Tarr	Rochelle M	25.00	Warrant
Tarr	Victor Raymond	25.00	Warrant
Tate	Troy Wayne	25.00	Warrant
Taylor	Deion	25.00	Warrant
Taylor	Senora	25.00	Warrant
Taylor	Edward T.	25.00	Warrant
Taylor	Maurice T	25.00	Warrant
Taylor	Dequon Xavier	25.00	Warrant
Teal	Steven A.	25.00	Warrant
TenHaken	Skyler M	25.00	Warrant
Testraete	Adam L	25.00	Warrant
Testroete	Ann M	25.00	Warrant
Thao	Ger	50.00	Warrant
Thao	Pheng	25.00	Warrant
Thao	Teng	25.00	Warrant
Theel	Daniel T	25.00	Warrant
Thiel	Jessica R	25.00	Warrant

INDIVIDUALS

Last	First	Amount	Description
Thiel	Jessica R	25.00	Warrant
Thiel	Jessica R	25.00	Warrant
Thiesenhusen	Velma Marie	25.00	Warrant
Thomas	Bartow	25.00	Warrant
Thomas	Dwynetta R	25.00	Warrant
Thomas	Milton E	25.00	Warrant
Thomas	Shawn M	25.00	Warrant
Thomas	TaWanda E	25.00	Warrant
Thompson	Troyon Terell	25.00	Warrant
Thompson	Tylor J	25.00	Warrant
Thompson	Walter	25.00	Warrant
Thoms	Michelle J	25.00	Warrant
Threlkeld	Adam S	25.00	Warrant
Tomashek	Katie Marie	25.00	Warrant
Torres	Andres O	25.00	Warrant
Torres	Ariel	25.00	Warrant
Torres	Jesse Ray	25.00	Warrant
Torres	Linda	25.00	Warrant
Torres	Marco Lee	25.00	Warrant
Torres	Michael	25.00	Warrant
Torres	Robert Lee	50.00	Warrant
Torres	Robert Lee	25.00	Warrant
Torres	Savannah	25.00	Warrant
Torres	Stephanie D	25.00	Warrant
Torres	Victoria J	25.00	Warrant
Torres	Niclous Daniel	25.00	Warrant
Towsend	Allen L	25.00	Warrant
Tramte	Domenic D	25.00	Warrant
Tramte	Travis	50.00	Warrant
Tran	Christine L	50.00	Warrant
Trawitzki	Jeremy M	25.00	Warrant
Treptow	David Matthew	50.00	Warrant
Treptow	Jamie	25.00	Warrant
Trester	William J	25.00	Warrant
Trevino	Eddie	25.00	Warrant
Trevino	Rae Lea	25.00	Warrant
Trevino	Rae Lea	25.00	Warrant
Trevino	Rochelle T	25.00	Warrant
Trevor	Amel Paul	25.00	Warrant
Tupper	Rachel M	25.00	Warrant
Turk	Leo Joseph	25.00	Warrant
Turk	Thomas J	25.00	Warrant
Turner	Andre Romell	25.00	Warrant
Turner	Tiondaye Nicholas	100.00	Warrant
Tvetan	Dustin E.	25.00	Warrant
Tyson	Ronetta V	25.00	Warrant
Uendsford	Vicky L	25.00	Warrant
Underwood	Prince Anthony	50.00	Warrant
Urayner	David Allen	25.00	Warrant

INDIVIDUALS

Last	First	Amount	Description
Urbiha	Joshua M	25.00	Warrant
Urbina	Enrique	25.00	Warrant
Uriah	Early Ervin	25.00	Warrant
Utley	Andrea K	50.00	Warrant
Valdez	Antonio	25.00	Warrant
Valdez	Jose A Jr	50.00	Warrant
Valor Sanchez	Crisanto	25.00	Warrant
Van Buren	Jeremy N	25.00	Warrant
Vance	Cameron J	25.00	Warrant
Vanderkin	Phillip Andrew	25.00	Warrant
Vanderlois/Brunn	Kimberly A	25.00	Warrant
VanEngen	Jacob P	25.00	Warrant
Vang	Tou Kong Meng	75.00	Warrant
Vang	Hue	25.00	Warrant
Vang	Shawn	25.00	Warrant
Vang	Youa	25.00	Warrant
Vann	Deangelo	25.00	Warrant
Vannbeets	Ronnie	25.00	Warrant
VanSluys	Gary D	25.00	Warrant
Vargas	Jorge Luis Fines	25.00	Warrant
Vaughn	Henry A	25.00	Warrant
Vega	Jesselle Rooske	25.00	Warrant
Veldboom	Austin Dale	25.00	Warrant
Velez	Ray R	25.00	Warrant
Velsor	Kerri Nicole	25.00	Warrant
Venzke	Christopher Matthew	25.00	Warrant
Vera	Juan	25.00	Warrant
Verdi	Joseph M	25.00	Warrant
Verhalen	Steve E	100.00	Warrant
Vice	Courtnei M	25.00	Warrant
Viljevac	Jason Michael	25.00	Warrant
Villareal	Orlando	25.00	Warrant
Voelker	Jerry A	25.00	Warrant
Vogel	Duston D	25.00	Warrant
Voigt	Brandon Lee	25.00	Warrant
Vreeke	Daniel Lee	25.00	Warrant
Vreeke	Joshua J	100.00	Warrant
Vue	Bee	75.00	Warrant
Vue	Cathy Sheng	25.00	Warrant
Vue	Hanson	25.00	Warrant
Wagiger	Ronald P	25.00	Warrant
Wagner-Schultz	Mary K	25.00	Warrant
Wakefield	Jennifer A	25.00	Warrant
Waldon	Nathaniel A	50.00	Warrant
Walker	Deadrian Montrell	50.00	Warrant
Walter	Susan B	25.00	Warrant
Walters	David	25.00	Warrant
Walton	Augusta A	50.00	Warrant
Wannscaffe	Marvin E	25.00	Warrant

INDIVIDUALS

Last	First	Amount	Description
Wappler	James M	25.00	Warrant
Wappler	Rick L	25.00	Warrant
Ward	Curtis F	25.00	Warrant
Warner	Aaron M	25.00	Warrant
Warner	Joel S	150.00	Warrant
Washington	David Lee	50.00	Warrant
Washington	Cornelius N	25.00	Warrant
Washington	Johnathan I	25.00	Warrant
Watts	Maceo J	25.00	Warrant
Wavia	Ryan Christopher	50.00	Warrant
Weaver	Robert Brian	25.00	Warrant
Weber	Brandon Mykle	25.00	Warrant
Weber	Daniel F	50.00	Warrant
Weber	John R	25.00	Warrant
Weber	Michael B	150.00	Warrant
Webster	Cecil C	25.00	Warrant
Weeks	Christopher	25.00	Warrant
Weiner	Shelby Kay	25.00	Warrant
Welsch	Cheryl L	25.00	Warrant
Wenzel	Kimberly J	50.00	Warrant
Werner	Garrett A	25.00	Warrant
Werner	Joel S	75.00	Warrant
Wesley	Latonya M	25.00	Warrant
West	Trayel Josef	25.00	Warrant
Whitaker	Gavion D.	25.00	Warrant
White	Corey J	25.00	Warrant
White	Johnny Lee J	50.00	Warrant
White	Mario Andrew	50.00	Warrant
White	Virl Jr	25.00	Warrant
Whitehorn	Constance E	50.00	Warrant
Wiarek	Duane M	25.00	Warrant
Widucki	Steven James	25.00	Warrant
Wieck	Steven K	50.00	Warrant
Wieck Jr	Steven D	25.00	Warrant
Wiegand	Kimberly Nicole	25.00	Warrant
Wield	Calvin J	25.00	Warrant
Wiens, Outland	Benjamin D	50.00	Warrant
Wilbur	Derek	25.00	Warrant
Wilburn	Andron A	50.00	Warrant
Wilburn	Earl J	25.00	Warrant
Wilburn	Frank C	25.00	Warrant
Wilburn	Nicholas James	25.00	Warrant
Wilcox	David John	25.00	Warrant
Will	Meshell S	50.00	Warrant
Willette	Charles Arthur	25.00	Warrant
Williams	Amanda S	25.00	Warrant
Williams	Carlos S	25.00	Warrant
Williams	Dennis Lee	125.00	Warrant
Williams	Destiny J	50.00	Warrant

INDIVIDUALS

Last	First	Amount	Description
Williams	Devante M	50.00	Warrant
Williams	Gregory	25.00	Warrant
Williams	Remo	50.00	Warrant
Willoughby	Hailey Marie	25.00	Warrant
Wilson	Jeffrey George	25.00	Warrant
Wilson	Joleen	25.00	Warrant
Wilson	Lowresta Z	150.00	Warrant
Wilson	Lowresta Z	25.00	Warrant
Wilson	Marcus J	25.00	Warrant
Winder	Sarah Lynn	25.00	Warrant
Wingo	Danny L	50.00	Warrant
Wings	Danny L	25.00	Warrant
Winkel	Amanda Rose	25.00	Warrant
Winkel	Heidi Ann	25.00	Warrant
Winkel	Thomas J III	50.00	Warrant
Winston	Christian	25.00	Warrant
Winter	Jeffrey A	50.00	Warrant
Winzer-Glaude	Syr C	25.00	Warrant
Wiroll	Brian C	25.00	Warrant
Wiroll	James B	25.00	Warrant
Wise	Christopher William	100.00	Warrant
Wise	Terri Lee	25.00	Warrant
Wittrock	Paul M	25.00	Warrant
Woitaszewski	Steve A	25.00	Warrant
Wojculis	Ashley J	25.00	Warrant
Wojculis	Peggy Lynn	25.00	Warrant
Wolfe	Benjamin C Sr	50.00	Warrant
Wolfe	Benjamin C. Jr	25.00	Warrant
Wolfe	Linda L	25.00	Warrant
Wolfe	James M	25.00	Warrant
Wollwine	David Scott	25.00	Warrant
Wood	Dean L	50.00	Warrant
Wooden	Christopher Todd	25.00	Warrant
Woods	Juanita A	50.00	Warrant
Woods	Courtney A.	25.00	Warrant
Wray	Electra D.	25.00	Warrant
Wray	Electra D.	25.00	Warrant
Wright	Tanisha C	25.00	Warrant
Wychesit	Darwin J	25.00	Warrant
Xiong	Bee	25.00	Warrant
Xiong	Houa	25.00	Warrant
Xiong	Nyia	25.00	Warrant
Yang	Cher	25.00	Warrant
Yang	Chia Neng	75.00	Warrant
Yang	Chor	50.00	Warrant
Yang	Kong	25.00	Warrant
Yang	Luke	25.00	Warrant
Yang	Peter	25.00	Warrant
Yang	Shoua	25.00	Warrant

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C21-10936

INDIVIDUALS

Last	First	Amount	Description
Yang	Steve Houa	50.00	Warrant
Ybanez	Armentina	25.00	Warrant
Ybanez	Jamie Jr	150.00	Warrant
Ybanez	Jamie Jr.	25.00	Warrant
Yurk	Kevin Paul	25.00	Warrant
Yurk	Melissa Ann	25.00	Warrant
Zahn	Matthew M	75.00	Warrant
Zapata	Robert S	25.00	Warrant
Zavaleta	Jhonathan	25.00	Warrant
Zeekaf	Erick A	25.00	Warrant
Zelko	Clifford J	25.00	Warrant
Zillmer	Tracy Marie	25.00	Warrant
Zima	Julie K	25.00	Warrant
Zimbal	Melissa M	25.00	Warrant
Zimmerman	Garrett Clifford	50.00	Warrant
Zimmerman	Tanner J	25.00	Warrant
Ziuko	Joshua D	75.00	Warrant
Zoesch	Peter J	25.00	Warrant
Zumiga	Jose A	25.00	Warrant
Zuniga	Benito Jr	50.00	Warrant
Zuniga	Christopher L	25.00	Warrant

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**CITY OF SHEBOYGAN
R. C. 13-24-25**

BY FINANCE AND PERSONNEL COMMITTEE.

MAY 20, 2024.

Your Committee to whom was referred R. O. No. 7-24-25 by City Administrator submitting, for information, a copy of the City of Sheboygan Affordable Housing Policy; recommends filing the document.

Committee:

_____	_____
_____	_____
_____	_____

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

**CITY OF SHEBOYGAN
R. O. 7-24-25**

BY CITY ADMINISTRATOR.

MAY 6, 2024.

Submitting, for information, a copy of the City of Sheboygan Affordable Housing Policy.

City of Sheboygan
Affordable Housing Policy
Responsible Officer – City Administrator

The following policy establishes the spending and reporting requirements related to the funds within the Affordable Housing Special Revenue Fund.

Wisconsin Statue Sec. 66.1105(6)(g) allows for a one-year extension to tax incremental districts (TIDs) permitting the municipality to utilize the final year's increment to benefit affordable housing. The City of Sheboygan has opted into these extensions and created the Affordable Housing Special Revenue Fund to account for these funds separately from other uses within the City's financial software.

The funds within the Affordable Housing Fund are allowed to be utilized anywhere within city limits and 75% must be used for affordable housing. State law defines "affordable housing" as housing that costs a household no more than 30% of the household's gross monthly income.

Compliance with the affordability requirement will be calculated annually based on the average monthly rental rate as compared to the U.S Department of Housing and Urban Development (HUD) HOME rent limits adjusted to 100% median income. HUD publishes these amounts annually and can be found on the HUD exchange website.

Sample Calculation: Average Monthly Rental Rate for 2-Bedroom Apartments: \$1,682
 HUD HOME 2-bedroom Low Home Rent Limit (2023): \$867
 Adjustment to 100% of Median Income: $\$867 * 2 = \$1,734$

Because the average monthly rental rate for 2-bedroom apartments is less than the adjusted HUD HOME 2-bedroom rate, the development would comply with this policy.

Development projects that utilize funds from the Affordable Housing Fund to support construction will be required to provide the City of Sheboygan monthly rent and occupancy for each unit. This annual report with the data from the previous calendar year will be due by April 30th to the Planning Department. The Planning Department will compile all the information to confirm that compliance is met. Annual affordability calculations will cease at the earlier of funds being repaid to the Affordable Housing Fund or have been reported for 10 years.

If the annual affordability calculation is not met, the Planning Department will notify within 30 days to the City Administrator who will work to rectify the situation and report plan to Common Council. Records of annual compliance tracking must be kept by Administration for 7 years after year of calculation.

**CITY OF SHEBOYGAN
R. C. 11-24-25**

BY FINANCE AND PERSONNEL COMMITTEE.

MAY 20, 2024.

Your Committee to whom was referred Res. No. 2-24-25 by Alderpersons Mitchell and Perrella authorizing City staff to file a claim in *In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation, MDL 1720 (MKB) (JO)*; recommends adopting the Resolution.

Committee:

_____	_____
_____	_____
_____	_____

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of Sheboygan

Meredith DeBruin, City Clerk, City of Sheboygan

**CITY OF SHEBOYGAN
RESOLUTION 2-24-25**

BY ALDERPERSONS MITCHELL AND PERRELLA.

MAY 6, 2024.

A RESOLUTION authorizing City staff to file a claim in *In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation, MDL 1720 (MKB) (JO)*.

WHEREAS, the U.S. District Court, Eastern District of New York, approved, and the United States Court of Appeals for the Second Circuit affirmed, a class-action settlement requiring payment of \$5.54 billion to the merchants included within the Settlement Class for interchange fees attributable to merchants that accepted Visa or Mastercard credit or debit cards between January 1, 2004 and January 25, 2019; and

WHEREAS, City staff believe that the City is likely entitled to settlement proceeds but the value of the City’s claim would be determined by the case claims administrator; and

WHEREAS, the deadline for filing a claim is May 31, 2024.

NOW, THEREFORE, BE IT RESOLVED: That the Finance Director is hereby authorized to file a claim in *In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation, MDL 1720 (MKB) (JO)* and to work with the case claims administrator to provide all information to determine the value of the City’s claim.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of Sheboygan

Meredith DeBruin, City Clerk, City of Sheboygan

**CITY OF SHEBOYGAN
R. C. 12-24-25**

BY FINANCE AND PERSONNEL COMMITTEE.

MAY 20, 2024.

Your Committee to whom was referred Res. No. 4-24-25 by Alderpersons Mitchell and Perrella authorizing an amendment to the 2024 budget for the transfer of remaining cash balances from the TID 6, 10, 12, 13, 14 and 15 Funds to the Affordable Housing Fund; recommends adopting the Resolution.

Committee:

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

**CITY OF SHEBOYGAN
RESOLUTION 4-24-25**

BY ALDERPERSONS MITCHELL AND PERRELLA.

MAY 6, 2024.

A RESOLUTION authorizing an amendment to the 2024 budget for the transfer of remaining cash balances from the TID 6, 10, 12, 13, 14 and 15 Funds to the Affordable Housing Fund.

WHEREAS, TID 6, 10, 12, 13, 14 and 15 closed in 2023. Following the audit and closing, all overlapping taxing jurisdictions received settlement payments from the TID closing balance; and

WHEREAS, the City of Sheboygan's portion of the settlement remains in each fund; and

WHEREAS, the remaining funds, which total \$1,582,350.38, can assist the City with future housing needs through the Affordable Housing Fund.

NOW, THEREFORE, BE IT RESOLVED: That the Finance Director is authorized to transfer the remaining TID Fund balances to the Affordable Housing Fund via the following budget amendment:

INCREASE:

Tax Increment District 6 Fund – TID 6 – Interfund Transfers Out (Acct. No. 406660-811100)	\$492,360.74
Tax Increment District 10 Fund – TID 10 – Interfund Transfers Out (Acct. No. 410660-811100)	\$242,586.35
Tax Increment District 12 Fund – TID 12 – Interfund Transfers Out (Acct. No. 412660-811100)	\$ 80,037.55
Tax Increment District 13 Fund – TID 13 – Interfund Transfers Out (Acct. No. 413660-811100)	\$ 91,981.54
Tax Increment District 14 Fund – TID 14 – Interfund Transfers Out (Acct. No. 414660-811100)	\$611,941.16
Tax Increment District 15 Fund – TID 15 – Interfund Transfers Out (Acct. No. 415660-811100)	\$ 63,443.04
Affordable Housing Fund – Affordable Housing – Interfund Transfers In (Acct. No. 261-492000)	\$1,582,350.38

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

**CITY OF SHEBOYGAN
R. C. 15-24-25**

BY FINANCE AND PERSONNEL COMMITTEE.

MAY 20, 2024.

Your Committee to whom was referred R. C. No. 262-23-24 by Finance and Personnel Committee to whom was referred R. O. No. 126-23-24 by City Clerk submitting a claim from Albert J. Istvanek for alleged injuries to his dog at the Dog Run Park on 18th Street; recommends filing the claim.

Committee:

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

**CITY OF SHEBOYGAN
R. C. 262-23-24**

BY FINANCE AND PERSONNEL COMMITTEE.

APRIL 15, 2024.

Your Committee to whom was referred R. O. No. 126-23-24 by City Clerk submitting a claim from Albert J. Istvanek for alleged injuries to his dog at the Dog Run Park on 18th Street; recommends referring to the Finance and Personnel Committee of the 2024-2025 council year.

Committee:

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

**CITY OF SHEBOYGAN
R. O. 126-23-24**

BY CITY CLERK.

MARCH 18, 2024.

Submitting a claim from Albert J. Istvanek for alleged injuries to his dog at the Dog Run Park on 18th Street.

DATE RECEIVED

3-8-2024

RECEIVED BY

MKC

CLAIM NO.

22-23

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

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

1. Name of Claimant: Albert J. Istvanek
2. Home address of Claimant: 814 Ontario Ave, Oostburg, WI, 53070
3. Home phone number: 414-202-5784
4. Business address and phone number of Claimant: 621 N. Business Park Drive, Oostburg, WI 53070. 920-893-8431
5. When did damage or injury occur? (date, time of day) Monday, February 26, 2024 11:45 am
6. Where did damage or injury occur? (give full description) At the Sheboygan Dog Run Park Located at 4108 S 18th Street, Sheboygan, WI 53081
7. How did damage or injury occur? (give full description) While running at the Dog Run Park, my dog stepped on the remnant of brush (which closely resembled road spikes used by law enforcement) (see attached photos) that was improperly cut by an individual under the employ of the Sheboygan Parks & Forestry Department. This resulted in a severe puncture injury to my dog's right rear foot (see attached photos) and significant blood loss.
8. If the basis of liability is alleged to be an act or omission of a City Officer or employee, complete the following:
 - (a) Name of such officer or employee, if known: I do not know the individual's full name
 - (b) Claimant's statement of the basis of such liability: During phone conversations with the Superintendent of the Sheboygan Parks & Forestry Department and the Town of Wilson Director of Public Works, it was confirmed that there was an individual acting under the employ of the Sheboygan Parks & Forestry Department who was maintaining the Sheboygan Dog Run Park by removing brush as needed.
9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
 - (a) Public property alleged to be dangerous: The Sheboygan Dog Run Park located at 4108 S 18th Street, Sheboygan, WI 53081
 - (b) Claimant's statement of basis for such liability: The improper brush removal referred to in #7 above, left behind sharp sticks (see attached photos) protruding from the ground that ranged from 3" to 7" in height. These sharp sticks are not easy to see and thus not easily avoidable. However, they do represent serious puncture hazards, serious trip hazards, and serious impalement hazards to dogs and to people. This is an unacceptable condition to exist at a location that is specifically designated for dogs and people.

Side note: I received verbal assurances on March 4, 2024 from the Town of Wilson Director of Public Works and the Superintendent of the Sheboygan Parks & Forestry Department that this condition will be cleared up.

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

My dog's right rear foot was punctured resulting in a significant hole (see attached photos) and significant blood loss. The veterinarian who treated the injury indicated that this was a severe and very painful injury. She also indicated that the stick that was stepped on came close to severing a nearby artery and if that had happened my dog would not have survived the injury.

11. Name and address of any other person injured: There were no other injured parties.

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

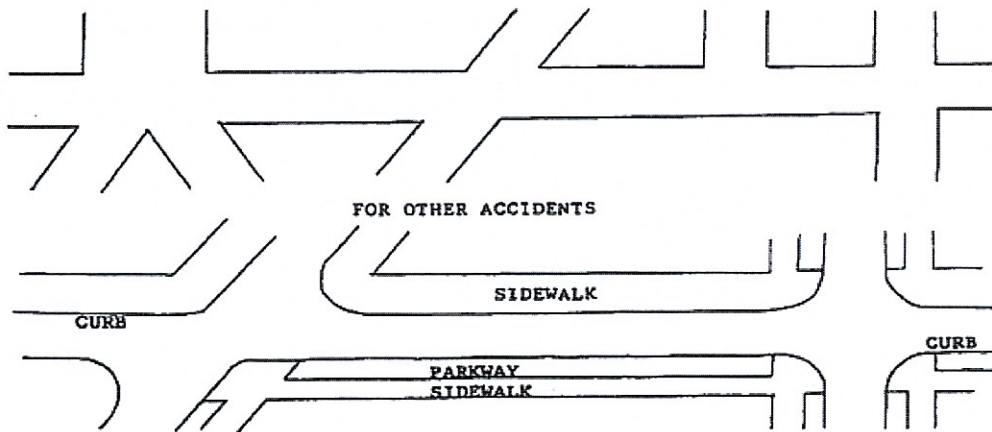
Auto:	\$ _____
Property:	\$ _____
Personal injury:	\$ _____
Other: (Specify below)	\$ <u>510.00</u>
TOTAL:	\$ <u>510.00</u>

Veterinary Services (see attached invoice)

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

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

Not Applicable



SIGNATURE OF CLAIMANT Albert J. Isteard DATE 3/8/2024

DATE RECEIVED _____

RECEIVED BY _____

CLAIM NO. _____

CLAIM

Claimant's Name:	<u>Albert J. Istvanek</u>	Auto	\$ _____
Claimant's Address:	<u>814 Ontario Ave</u>	Property	\$ _____
	<u>Oostburg, WI 53070</u>	Personal Injury	\$ _____
Claimant's Phone No.	<u>414-202-5784</u>	Other (Specify below)	\$ <u>510.00</u>
		TOTAL	\$ <u>510.00</u>
		<u>Veterinary Services</u>	

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 510.00.

SIGNED Albert J. Istvanek DATE: 3/8/2024

ADDRESS: 814 Ontario Ave, Oostburg, WI 53070

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

Item 17.



4 Greyhounds Veterinary Service

Jenifer Barker DVM
4greyvet.com
4greyvet@gmail.com

INVOICE
INV2098

DATE
02/27/2024

BALANCE DUE
USD \$0.00

BILL TO

Nancy and Al Istvanek/ Cheerio

☎ +1 920-222-1994

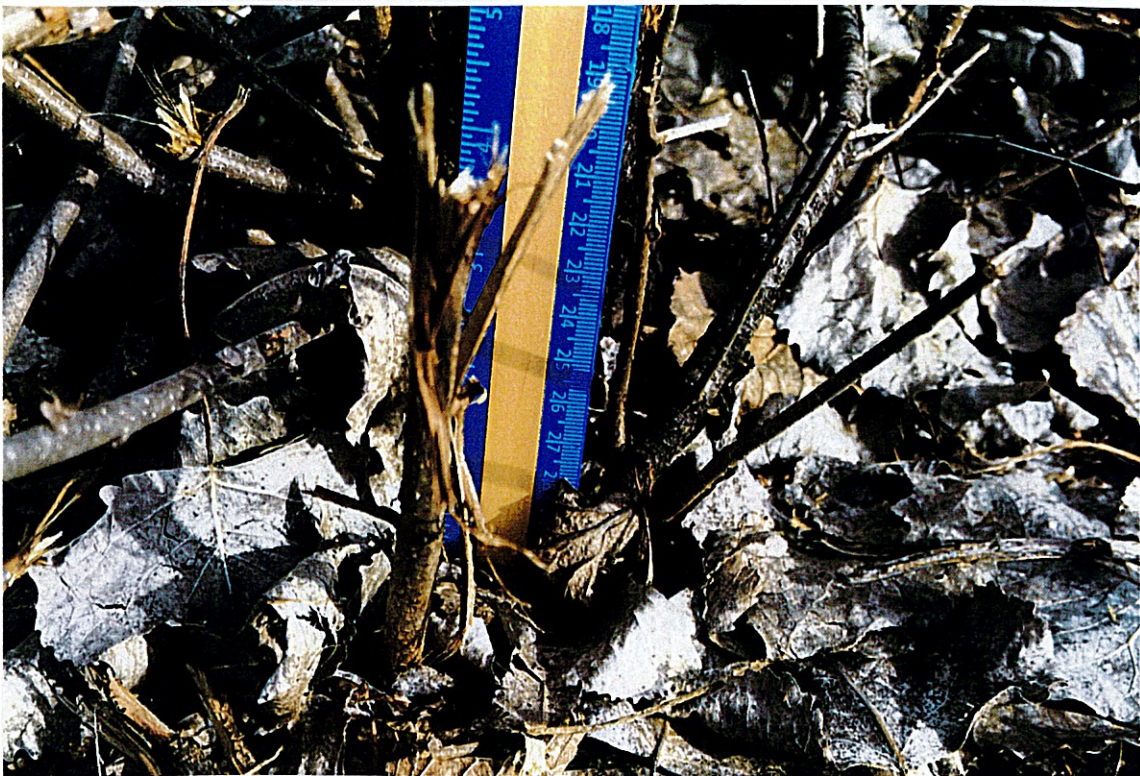
DESCRIPTION	RATE	QTY	AMOUNT
Emergency examination	\$85.00	1	\$85.00
IV sedation greyhound/xylazine	\$75.00	1	\$75.00
Prep wound: clip, cleanse, flush wound	\$60.00	1	\$60.00
Local block/ Lidocaine	\$25.00	1	\$25.00
Surgical procedure: debride wound, freshen edges/ suture wound	\$200.00	1	\$200.00
RH limb bandage	\$45.00	1	\$45.00
Clindamycin 300mg	\$1.00	20	\$20.00

TOTAL \$510.00

PAID -\$510.00

02/27/2024

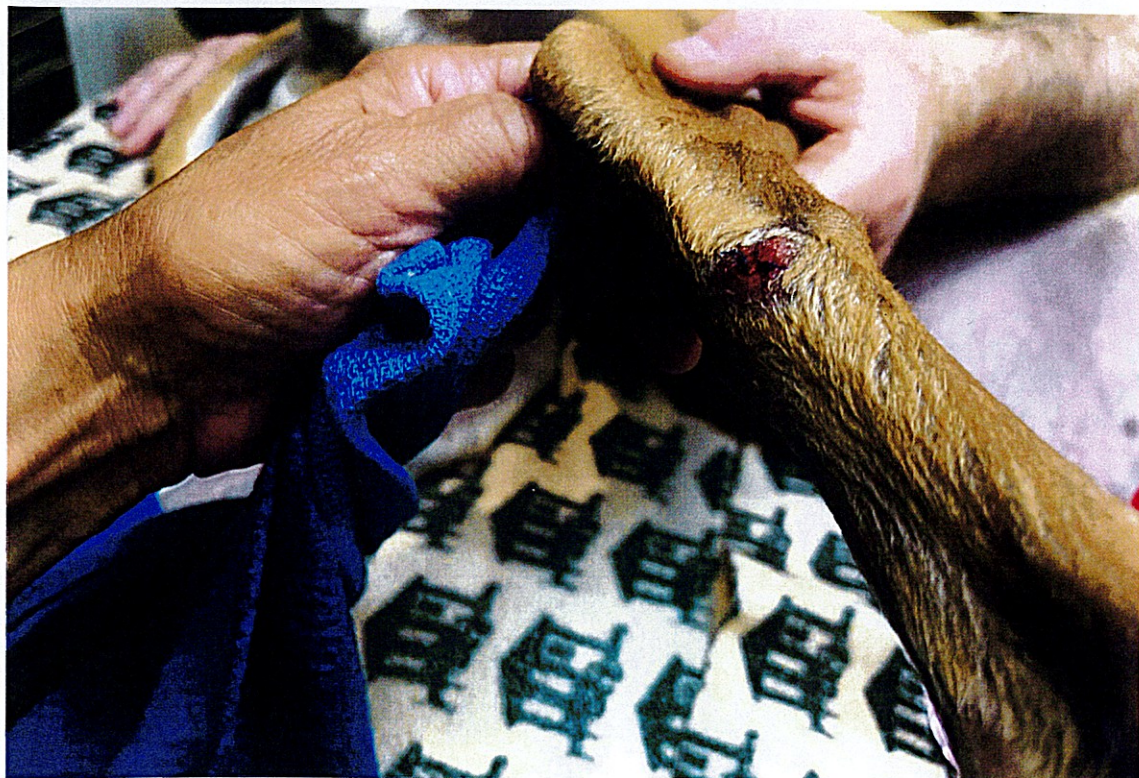
BALANCE DUE **USD \$0.00**







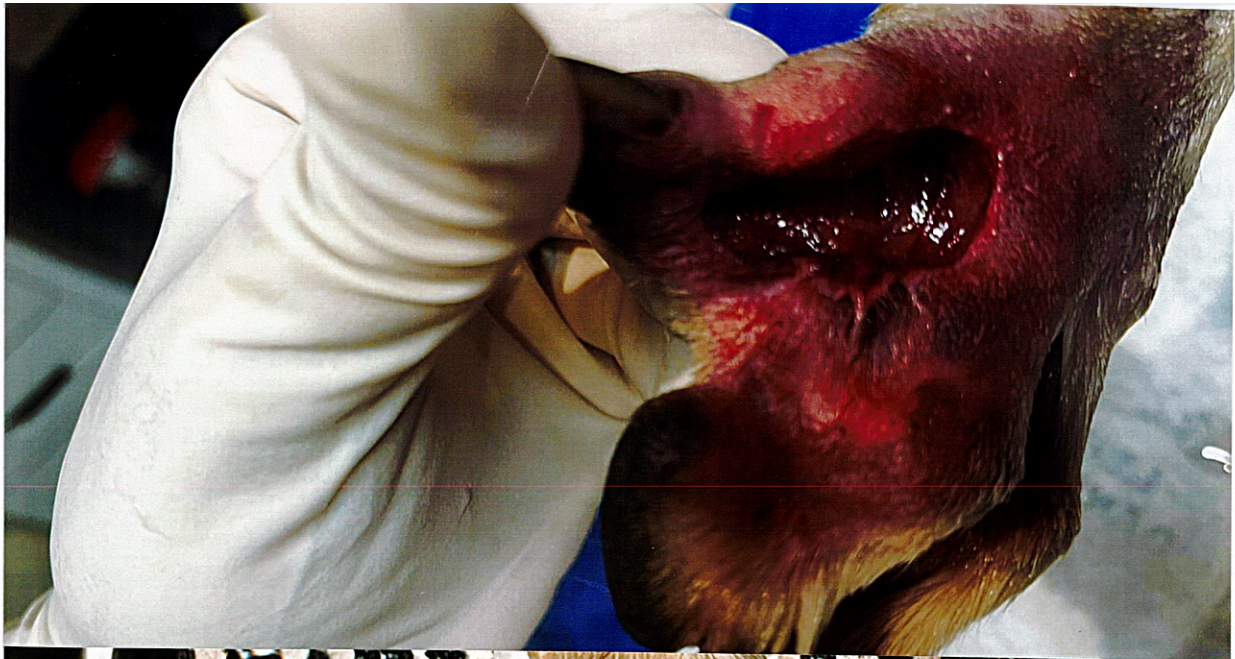


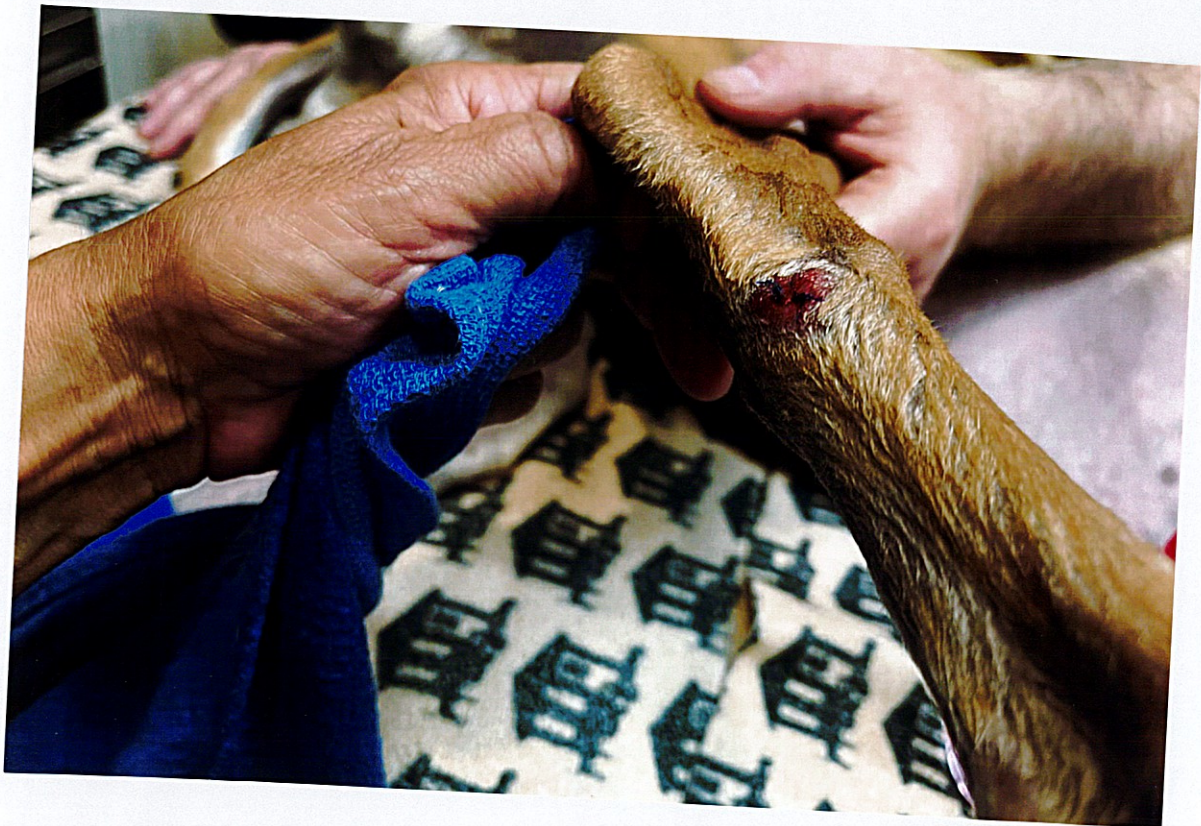












**CITY OF SHEBOYGAN
R. C. 14-24-25**

BY FINANCE AND PERSONNEL COMMITTEE.

MAY 20, 2024.

Your Committee to whom was referred R. O. No. 8-24-25 by Director of Human Resources and Labor Relations submitting, for information, a copy of the Memo dated April 11, 2024 sent to all Non-Represented Employees regarding updates to the City of Sheboygan’s Employee Handbook, along with a copy of the Employee Handbook revised April 2024.; recommends filing the document.

Committee:

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

**CITY OF SHEBOYGAN
R. O. 8-24-25**

BY DIRECTOR OF HUMAN RESOURCES AND LABOR RELATIONS.

MAY 6, 2024.

Submitting, for information, a copy of the Memo dated April 11, 2024 sent to all Non-Represented Employees regarding updates to the City of Sheboygan's Employee Handbook, along with a copy of the Employee Handbook revised April 2024.



Memo: **All Non-Represented Employees**

Date: April 11, 2024

From: Kelly Hendee, Human Resources and Labor Relations Director

Re: Updated *Employee Handbook -Revised April 2024*

With changes in practices and/or policies when the new Handbook was released in January of 2024, it required some significant updates to the City of Sheboygan’s Employee Handbook. All non-represented employees will receive an *electronic* copy of the *Employee Handbook*. This document is also located in the RESOURCES section of MUNIS Employee Self-Serve (ESS). Each employee is responsible for reviewing the updates to the handbook and will need to complete a handbook acknowledgement form.

[Section 2.12 Separation of Employment \(language removed\)](#)

‘Advanced notice of six (6) months prior to the planned retirement date may qualify for an incentive in the event the incentive exists.’

[Section 3.04 Overtime \(language updated\)](#)

See section 3.04. (Call in pay changed to Flex pay - DPW); clarification that city acknowledged holidays do count toward overtime calculations.

[Section 4.02 Holidays \(new language added\)](#)

Time and one half for working on a holiday. See specific language

[Section 4.07 Military Policy \(replaced – new\)](#)

[Section 4.09 Jury Duty](#)

Removed the statement requiring employees to turn in their compensation when attending jury duty.

[Section 4.17 Insurance Options](#)

Short and Long Term Disability (if offered – voluntary) – If you choose to participate in short or long term disability you are able to substitute any accrued leave to obtain no more than 100% of your weekly gross income.

[Library Board - Addendum](#)



Employee Handbook

Revised: April 2024



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ARTICLE I: INTRODUCTION

Section 1.01 AUTHORIZATION

The following Employee Handbook was adopted by the City of Sheboygan Common Council pursuant to the authority granted under State Statutes. The Human Resources Director shall be responsible for the day-to-day administration of the Employee Handbook.

Section 1.02 COMPLIANCE WITH POLICIES, RULES AND STANDARDS OF CONDUCT

The City of Sheboygan has established these policies and its rules of conduct in furtherance of the effective operation of the City and to provide high quality service to all of its citizens, those persons interacting with the City, and visitors. The City expects all employees to demonstrate professional, competent and reasonable behavior, and to continually serve, both on-duty and off-duty, as positive examples of the high-quality personnel affiliated with the City and consistent with the high expectations of the public.

The purpose of these policies is also to reduce misunderstanding, promote uniformity of policy throughout the City, and provide employees with a clear outline of benefits and responsibilities. These policies recognize the value of City employees and outline the duties and responsibilities of employees. They are offered to help employees understand what is expected of them in an effort to create a workplace that makes it possible for employees to maximize their potential and achieve professional growth.

Compliance with the policies, rules and general expectations of conduct is important in order to fulfill these objectives. Failure to comply with the policies spelled out herein is taken seriously by the City. Violations of these policies, rules, and general expectations of conduct can subject an employee to discipline, up to and including termination.

Section 1.03 APPLICABILITY

This handbook applies to all employees of the City of Sheboygan who are not represented by a union. This handbook also applies to all employees of the City of Sheboygan who are represented by a union or who are members of a collective bargaining unit to the extent this handbook is not in conflict with the collective bargaining agreement between the City of Sheboygan and such collective bargaining unit.

Section 1.04 SCOPE AND APPLICATION – AT WILL EMPLOYMENT

This handbook sets forth employment policy guidelines, rules of conduct, and guidance regarding general expectations of professional behavior and conduct which employees are expected to follow.

NONE OF THE STATEMENTS, POLICIES, PROCEDURES, RULES, OR REGULATIONS CONTAINED IN THIS HANDBOOK CONSTITUTE A GUARANTEE OF EMPLOYMENT, A GUARANTEE OF ANY RIGHTS OR BENEFITS, DO NOT CREATE OR GRANT COVERED EMPLOYEES WITH A PROPERTY INTEREST IN THEIR EMPLOYMENT OR TENURE RIGHTS OF ANY KIND AND DOES NOT CONSTITUTE A CONTRACT OF EMPLOYMENT, EXPRESS OR IMPLIED. UNLESS SPECIFICALLY REQUIRED BY STATUTE, ORDINANCE, OR LAW, THE CITY'S EMPLOYMENT RELATIONSHIP WITH EMPLOYEES IS AT WILL AND EMPLOYMENT MAY BE TERMINATED AT ANY TIME FOR ANY REASON, WITH OR WITHOUT CAUSE AND WITH OR WITHOUT NOTICE AT THE OPTION OF THE CITY OR THE EMPLOYEE. A CONTRACT BETWEEN AN EMPLOYEE OR GROUP OF EMPLOYEES AND THE CITY SHALL NOT EXIST UNLESS A WRITTEN AGREEMENT BETWEEN THE EMPLOYEE OR GROUP OF EMPLOYEES AND THE CITY HAS BEEN APPROVED BY THE CITY OF SHEBOYGAN COMMON COUNCIL AT A DULY NOTICED MEETING OF THE COMMON COUNCIL.

Notwithstanding anything else contained in this handbook, the City of Sheboygan possesses the sole right to operate City government, and all management rights repose in it. The rights retained and exercised by the City include, but are not limited to, the following:

- To direct all operations of City government.
- To maintain efficiency of City governmental operations.
- To change existing methods or facilities or to introduce new or improved methods or facilities.
- To hire, promote, transfer, assign, and retain employees in positions with the City and to suspend, demote, discharge, and take other disciplinary actions against employees.
- To lay off or furlough employees or otherwise relieve employees of their duties due to lack of work, lack of funds, budgetary, or other reason.
- To establish work rules and schedules for employees.
- To schedule overtime work as appropriate in the manner most advantageous to the City.
- To determine the methods, means, facilities, and personnel by which City governmental operations are to be conducted.
- To contract out for goods or services.
- To take whatever actions are necessary to comply with Federal, State, or local law.
- To take whatever actions are necessary to carry out the functions of City governmental operations in emergency situations.

There are several types of employees:

- Regular, Full-Time, Benefit Eligible (40 or more hours per week)
- Regular, Part-Time, Benefit Eligible (20-39 hours per week)
- Seasonal (non-benefited)
- Limited Term (non-benefited)
- Temporary (non-benefited)

Regular employees are eligible for benefits at rates identified in the City's Benefit Guide. Limited Term, Seasonal, and Temporary employees are not eligible for benefits.

Section 1.05 AMENDMENTS

No Employee Handbook can anticipate every circumstance or question about policy. As time goes on, the need may arise to alter, modify, change or eliminate policies described in this handbook. The City reserves the right to revise, supplement or rescind any policies or portion of the Employee Handbook from time to time as it deems appropriate, with or without prior notice. Employees will, of course, be notified of such changes as they occur. Supplements to this handbook will be issued to update or revise present rules or policies as deemed necessary.

Section 1.06 CONFLICTING POLICIES

The policies contained in this handbook may cover subjects addressed in other sources, such as collective bargaining agreements, State or Federal laws, City ordinances and resolutions, or Police Commission or Library Board rules and or policies. Should any provision of this handbook conflict with a valid collective bargaining agreement to which the City is a party, the terms of the collective bargaining agreement shall control to the extent that these policies are in conflict with the terms of the collective bargaining agreement. These policies do not grant any additional benefits over and above or in addition to any employment contract.

Employees should be aware that their Department may have policies that supplement these policies. Employees are expected to follow both the policies in this handbook and their Department's policies. This handbook will control to the extent that the handbook policies are in conflict with Department policies.

Most employee questions should be answered in this handbook. If there are any questions regarding the handbook or matters that are not covered in it, employees are asked to discuss them either with their supervisor, Department Head, or Human Resources Department.

Section 1.07 DISTRIBUTION

This Employee Handbook should be distributed to every current and future City employee. City employees should maintain a current copy of this booklet and become familiar with its contents. Employees shall be required to individually acknowledge receipt of a copy of this handbook by signing and dating the Acknowledgment of Receipt form. A copy of the Employee Handbook will be kept in the Shared Drive and posted on the City's Intranet under the Human Resources Department.

ARTICLE II: EMPLOYMENT POLICIES AND PROCEDURES

Section 2.01 EQUAL EMPLOYMENT OPPORTUNITY POLICY

The City of Sheboygan is an equal opportunity employer and believes in equal opportunity for all employees and applicants. Accordingly, all employment decisions are based on the principles of equal opportunity. These decisions include recruitment, selection, promotion, transfer, discipline, compensation, benefits, training, and other personnel actions involving persons in all job titles and shall occur without regard to race, color, religion, sex, age, national origin, disability, genetic information, military status, gender identity, creed, ancestry, sexual orientation, marital status, familial status, arrest and conviction records, the use or nonuse of lawful products off the employers' premises during non-work hours, declining or choosing to attend meetings or participate in communications about religious or political matters, or any other characteristic protected by law.

The policy of equal employment opportunity (EEO) and anti-discrimination applies to all aspects of the relationship between City of Sheboygan and its employees, including:

- Recruitment
- Employment
- Promotion
- Transfer
- Training
- Working conditions
- Wages and salary administration
- Employee benefits and application of policies

The policies and principles of EEO also apply to the selection and treatment of independent contractors, personnel working on our premises who are employed by temporary agencies and any other persons or firms doing business for or with City of Sheboygan.

The officers of City of Sheboygan will be responsible for the dissemination of this policy. Directors, managers and supervisors are responsible for implementing equal employment practices within each department. The HR department is responsible for overall compliance and will maintain personnel records in compliance with applicable laws and regulations.

City of Sheboygan administers our EEO policy fairly and consistently by:

- Posting all required notices regarding employee rights under EEO laws in areas highly visible to employees.
- Advertising for job openings with the statement "We are an equal opportunity employer and all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, disability status, protected veteran status, or any other characteristic protected by law."
- Posting all required job openings with the appropriate state agencies.

- Forbidding retaliation against any individual who files a charge of discrimination, opposes a practice believed to be unlawful discrimination, reports harassment, or assists, testifies or participates in an EEO agency proceeding.
- Requiring employees to report to a member of management, an HR representative or the general counsel any apparent discrimination or harassment. The report should be made within 48 hours of the incident.
- Promptly notifying the Director of Human Resources or City Attorney of all incidents or reports of discrimination or harassment and takes other appropriate measures to resolve the situation.

Remedies

Violations of this policy, regardless of whether an actual law has been violated, will not be tolerated. City of Sheboygan will promptly, thoroughly and fairly investigate every issue that is brought to its attention in this area and will take disciplinary action, when appropriate, up to and including termination of employment.

Section 2.02 ANTI-HARASSMENT, DISCRIMINATION, AND RETALIATION POLICY

It is the policy of the City of Sheboygan that all employees have the right to work in an environment free from all forms of harassment. The City of Sheboygan will not tolerate, condone, or allow harassment by any employees or other non-employees who conducts business with the city. The City of Sheboygan considers harassment and discrimination of other forms to be serious employee misconduct. Therefore, the city will take direct and immediate action to prevent such behavior, and to remedy all reported instances of harassment and discrimination. A violation of this city policy can lead to discipline up to and including termination, with repeated violations, even if “minor,” resulting in greater levels of discipline as appropriate.

A. Covered Individuals

Individuals covered under this policy include employees and applicants for employment, volunteers, members of the public, elected officials and appointed boards and commissions.

B. Prohibited Activity

1. No employee shall either explicitly or implicitly ridicule, or belittle any person.
2. Employees shall not make offensive or derogatory comments to any person, either directly or indirectly, based on race, color, creed, religion, national origin, ancestry, age, sex/gender, handicap or disability, arrest/conviction record, marital status, sexual orientation, gender identity and gender expression, political affiliation, results of genetic testing, honesty testing, pregnancy, childbirth or related medical condition, military service, disabled veteran or covered veteran status service in the U.S. Armed Forces, the State Defense force, National Guard

of any state, or any other reserve component for the United States or State military forces, use or nonuse of lawful products off the employer's premises during non-working hours. Such harassment is a prohibited form of discrimination under state and federal employment law and/or is also considered misconduct subject to disciplinary action by the City of Sheboygan.

3. Sexual harassment is defined as unwelcome sexual advances, request for sexual favors, and other verbal or physical conduct of a sexual nature when:
 - a. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; or
 - b. Submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting the employee; or
 - c. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.
4. This policy covers all employees whether the unwelcome conduct originates from an employee or non-employee. Non-employee examples may include: customers, residents, contractors, etc.
5. Retaliation against any employee for filing a harassment or discrimination complaint, for assisting, testifying or participating in the investigation of such complaint, or for requesting protected leave of absence or reasonable accommodation, is illegal and prohibited by the city and by federal statutes.
6. This policy covers any incident that occurs as an extension of the workplace. (See definition.) All conduct at this extension of the workplace, whether before, during, or after the event, will be considered in this policy.

C. Supervisory/Management Responsibilities

1. Each supervisor and/or director shall be responsible for preventing acts of harassment. This responsibility includes the following:
 - a. Monitoring the work environment for signs of harassment;
 - b. Informing employees on the types of behavior prohibited, and the city procedures for reporting and resolving complaints of harassment;
 - c. Training and counseling all employees on what constitutes harassment or retaliation, stopping any observed behavior that may be considered harassment, and taking appropriate steps to intervene and report behavior, whether or not the involved employees are within their line of supervision, and
 - d. Taking immediate action to prevent retaliation toward the complaining party or witnesses to eliminate any similar conduct where there has been a complaint of harassment and/or pending investigation. If a situation requires separation of the parties, care shall be taken to avoid actions that

appear to negatively impact the complainant. Transfer or reassignment of any of the parties involved shall be voluntary if possible and, if non-voluntary, shall be temporary pending the outcome of the investigation.

- e. Failing to carry out these responsibilities will be considered in any performance evaluation or promotional decisions and may be grounds for discipline, up to and including termination.
- f. Each supervisor and/or director is responsible for assisting any employee of the city who comes to that supervisor and/or director with a concern of harassment in documenting and filing a complaint with the Human Resources Department or other reporting authority as designated by the city.

D. Employee Responsibilities

1. An employee encountering harassment or retaliation shall follow the PROCEDURES outlined in Section E of this POLICY.
2. All employees who are witnesses and/or bystanders to the harassment and/or retaliation of another employee are responsible for assisting in the prevention of harassment and retaliation through the following acts;
 - a. Refraining from participation in, or encouragement of actions that could be perceived as harassment or retaliation.
 - b. Reporting acts of harassment or retaliation to a supervisor; and
 - c. Encouraging any employee who confides that he or she is being harassed, discriminated or retaliated against to report these acts to a supervisor
3. Failure of any employee to carry out the above responsibilities will be considered in any performance evaluation or promotional decisions and may be grounds for disciplinary action.

E. Definitions

1. **Verbal Harassment:** Sexual innuendoes, degrading or suggestive comments, repeated pressure for dates, jokes of a sexual nature, unwelcome sexual flirtations, degrading words used to describe an individual, obscene and/or graphic description of an individual's body or threats that job, wages, assignments, promotions or working conditions could be affected if the individual does not agree to a suggested sexual relationship.
2. **Non-Verbal:** Sexually suggestive or offensive objects or pictures, inappropriate usage of voicemail, e-mail, the internet or other such sources as a means to express or obtain sexual material, comments, etc., printed or written materials including offensive cartoons, suggestive or offensive sounds, whistling, catcalls or obscene gestures. Any material which inappropriately raises the issues of sex or discrimination. Treating an employee differently than the other employees when they have refused an offer of sexual relations.

3. **Physical:** Unsolicited or unwelcome physical contact of a sexual nature, which may include touching, hugging, massages, kissing, pinching, patting, or regularly brushing against the body of another person.
4. **Other Forms of Harassment:** Persistent and unwelcome conduct or actions on the basis of disability, sex, arrests or conviction record, marital status, sexual orientation, gender identity and gender expression, membership in the military reserve, or use or nonuse of lawful products away from work is prohibited under this policy and Wis. §111.31 -- 111.39.
5. **Harassment on any basis (race, sex, age, disability, etc.,) exists whenever:** Submission to harassing conduct is made, either explicit or implicit, a term or condition of an individual's employment; submission to or rejection of such conduct is used as the basis for an employment decision affecting an individual; the conduct interferes with an employee's work or creates an intimidating, hostile, or offensive work environment. Such conduct is prohibited under this policy and Wis. §111.31 – 111.39.
6. **Unwelcome:** Sexual conduct is unwelcome whenever the person subjected to it considers it unwelcome. The conduct may be unwelcomed even though the victim voluntarily engages in it to avoid adverse treatment.
7. **Extension of the Workplace:** This policy covers any incident that occurs as an extension of the workplace. An extension of the workplace is defined as any event which has a likelihood of impacting the normal working condition.
8. **Retaliation:** Any materially adverse action taken against an employee "because of" protected conduct is prohibited. The scope of retaliation goes beyond the workplace-related or employment-related actions and includes conduct that would dissuade a reasonable worker from making or supporting a charge of harassment and/or discrimination. The significance of the act of retaliation may depend on the particular circumstances, but must be considered "materially adverse" (separating significant from trivial harms that would not deter victims from filing a complaint). Examples of conduct that may be considered retaliation include:
 - a. Discharge
 - b. Demotion or failure to promote
 - c. Reduction in pay
 - d. Reassignment of job duties
 - e. Giving a less distinguished job title
 - f. Filing false criminal charges against an employee
 - g. Significantly diminishing an employee's responsibilities
 - h. Unwarranted negative performance evaluations (impacting promotional opportunities)
 - i. Increased scrutiny of the employee's work
 - j. Refusing to restore lost leave time
 - k. Isolation or shunning an employee

F. Procedures

1. Any employee encountering harassment is encouraged but not required to inform the person that their actions are unwelcome and offensive. The employee is to document all incidents of harassment to provide the fullest basis for investigation.
2. Any employee who believes that they are being harassed shall report the incident(s) to their supervisor and/or director as soon as possible so that steps may be taken to protect the employee from further harassment, and so that appropriate investigative and disciplinary measures may be initiated. Where doing so is not practical, the employee may instead report the conduct to the Human Resources Director, Human Resources Generalist, City Attorney, Assistant City Attorney, City Administrator, or any other supervisor and/or director from the city. Employees may also utilize the Whistleblower Protections Policy and submit concerns and complaints through any of the following methods:

- Phone: 920-550-2847 (920-550-2TIP)
- Direct extension: 2847 (2TIP)
- Email: whistleblower@sheboyganwi.gov
- Address:

City of Sheboygan Attorney
 CONFIDENTIAL
 828 Center Avenue
 Sheboygan, WI 53081

3. The supervisor and/or director, or other person to whom a complaint is given shall meet with the employee and document the incident(s) complained of, the person(s) performing or participating in the harassment, any witnesses to the incident(s) and the date(s) on which it occurred.
4. After the complaint has been filed with any of the above-named positions, and the complainant does not feel it has been resolved in an acceptable manner, they may file the complaint with the following:

EQUAL RIGHTS DIVISION
 201 East Washington Avenue Room A100
 P.O. Box 8928
 Madison, WI 53708-8928

Voice: 608-266-6860
 TDD (Hearing Impaired): 608-264-8752
 Fax: 608-327-6001

EQUAL RIGHTS DIVISION
819 North Sixth Street Room 723
Milwaukee, WI 53203

Voice: 414-227-4384
TDD (Hearing Impaired): 414-227-4081
Fax: 414-227-4084

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION (EEOC)
Milwaukee District Office – Reuss Federal Plaza
310 West Wisconsin Avenue
Suite 500
Milwaukee, WI 53203-2292

Voice: 414-662-3680
TDD (Hearing Impaired): 800-669-6820
Fax: 414-297-4133
ASL Video: 844-234-5122

If the employee exercises the reporting options of a, b, or c above of this section, they must file a copy of the complaint with the City Attorney within 24 hours of filing the complaint.

5. The Human Resources Department shall be responsible for investigating any complaint alleging harassment or discrimination and shall do the following:
 - a. The internal investigative authority shall immediately notify the Police Department and the City Attorney's office if the complaint contains evidence of criminal activity, such as battery, rape, or attempted rape.
 - b. The investigation shall include a determination as to whether other employees are being harassed by the person, and whether other persons covered by this policy participated in or encouraged the harassment.
 - c. The internal investigative authority shall inform the parties involved of the outcome of the investigation.
 - d. A file of harassment and discrimination complaints shall be maintained in a secure location. The City Attorney shall be provided with an annual summary of these complaints.
 - e. There shall be no retaliation against any employee for filing a harassment or discrimination complaint, or for assisting, testifying, or participating in the investigation of such a complaint.

- f. Any employee who believes they are being retaliated against should report the incident as soon as possible to their supervisor and director so steps may be taken to protect the employee. Where doing so is not practical, the employee may file a complaint with another supervisor, Human Resource Director, the City Attorney, the City Administrator or utilize the Whistleblower Protections Policy.
- g. The complaining party's confidentiality will be maintained throughout the investigatory process to the extent practical and appropriate under the circumstances.
- h. This policy does not preclude any employee from filing a complaint or grievance with an appropriate outside agency.
- i. Complaints of employees accused of harassment and/or retaliation may file a grievance in accordance with the city's Grievance Procedure Policy when they disagree with the investigation or disposition of a harassment or retaliation claim.

6. Retaliation

- a. Retaliation against any employee for filing a harassment or discrimination complaint, or for assisting, testifying, or participating in the investigation of such a complaint, is illegal and is prohibited by the City of Sheboygan and by federal statutes.
- b. Retaliation is a form of employee misconduct. Any evidence of retaliation shall be considered a separate violation of this policy and shall be handled by the same complaint procedures established for harassment and discrimination complaints. Retaliation may subject an individual to additional punishment up to and including termination.
- c. Monitoring to ensure that retaliation does not occur is the responsibility of the supervisor and/or director, and the appropriate internal investigative authority.
- d. All of the laws enforced make it illegal to fire, demote, harass or otherwise "retaliate" against others, either employees or applicants, because they filed a charge of discrimination, because they complained to their employer or other covered entity about discrimination on the job, or because they participated in an employment discrimination proceeding, such as an investigation or lawsuit. For example, it is illegal for an employer to refuse to promote an employee because they filed a charge of discrimination with the EEOC, even if EEOC later determined no discrimination occurred.

- e. The law forbids retaliation when it comes to any aspects of employment, including hiring, firing, compensation, job assignments, promotion, lay-off, training, fringe benefits, and any other term or condition of employment.

7. Falsification or Mis-Representation of Information

An employee will be subject to disciplinary action up to and including termination for falsifying any information or mis-representing any information required or requested as part of a complaint, investigation, or proceeding under this policy.

Section 2.03 ANTI-BULLYING POLICY

The City is committed to providing a workplace that is free from bullying. All employees have a right to work in an environment free from bullying, and to be treated with dignity and respect. All Department Heads and supervisors are responsible for actively intervening to prevent and stop bullying behavior that is occurring in their workplaces, whether or not a complaint is received.

A. Policy

1. “Bullying” means repeated, malicious, unwelcome, severe and pervasive mistreatment that harms, intimidates, offends, degrades, or humiliates an employee, whether verbal, physical, or otherwise, at the place of work and/or in the course of employment.
2. Bullying includes conduct that a reasonable person would find hostile, offensive, and unrelated to the employer’s legitimate business interests. The following list may be considered bullying behavior. This list is not intended to be all-inclusive:
 - a. Staring, glaring or other nonverbal demonstrations of hostility;
 - b. Exclusion or social isolation in the workplace;
 - c. Excessive monitoring or micro-managing;
 - d. Work-related harassment (work-overload, unrealistic deadlines, meaningless tasks);
 - e. Being held to a different standard than the rest of an employee’s work group;
 - f. Consistent ignoring or interrupting of an employee in front of co-workers;

- g. Personal attacks (angry outbursts, excessive profanity, or name-calling);
 - h. Encouragement of others to turn against the targeted employee;
 - i. Sabotage of co-worker's work product or undermining of an employee's work performance;
 - j. Stalking;
 - k. Invasion of another person's personal space or personal property;
 - l. Unreasonable interference with an employee's ability to do his or her work;
 - m. Repeated infliction of verbal abuse, such as the use of derogatory remarks, insults and epithets;
3. The City does not consider the following behaviors bullying:
- a. Reasonable management practices, including performance management and disciplinary procedures;
 - b. A direction to carry out reasonable duties and instructions; and
 - c. A direction to comply with City of Sheboygan policies, procedures, or work rules.

B. Procedures

1. Any employee encountering bullying is encouraged but not required to inform the person that their actions are unwelcome and offensive. The employee is to document all incidents of bullying to provide the fullest basis for investigation.
2. Any employee who believes that they are being bullied shall report the incident(s) to their supervisor and/or director as soon as possible so that steps may be taken to protect the employee from further mis-treatment, and so that appropriate investigative and disciplinary measures may be initiated. Where doing so is not practical, the employee may instead report the conduct to the Human Resources Director, Human Resources Generalist, City Attorney, Assistant City Attorney, City Administrator, or any other supervisor and/or director from the city. Employees may also utilize the Whistleblower Protections Policy and submit concerns and complaints through any of the following methods:
 - Phone: 920-550-2847 (920-550-2TIP)
 - Direct extension: 2847 (2TIP)
 - Email: whistleblower@sheboyganwi.gov

- Address:
 City of Sheboygan HR Director
 CONFIDENTIAL
 828 Center Avenue
 Sheboygan, WI 53081

3. The supervisor and/or director, or other person to whom a complaint is given shall meet with the employee and document the incident(s) complained of, the person(s) performing or participating in the behavior, any witnesses to the incident(s) and the date(s) on which it occurred.
4. The Human Resources Department shall be responsible for investigating any complaint alleging bullying and shall do the following:
 - a. The complaining party's confidentiality will be maintained throughout the investigatory process to the extent practical and appropriate under the circumstances.
 - b. This policy does not preclude any employee from filing a complaint or grievance with an appropriate outside agency.
 - c. Complaints of employees accused of bullying and/or retaliation may file a grievance in accordance with the city's Grievance Procedure Policy when they disagree with the investigation or disposition of a claim.
 - d. The investigation shall include a determination as to whether other employees are being bullied by the person, and whether other persons covered by this policy participated in or encouraged the behavior.
 - e. The internal investigative authority shall inform the parties involved of the outcome of the investigation.
 - f. There shall be no retaliation against any employee for filing a complaint, or for assisting, testifying, or participating in the investigation of such a complaint.
 - g. Any employee who believes they are being retaliated against should report the incident as soon as possible to their supervisor and director so steps may be taken to protect the employee. Where doing so is not practical, the employee may file a complaint with another supervisor, Human Resource Director, the City Attorney or utilize the Whistleblower Protections Policy.

5. Retaliation

- a. Retaliation against any employee for filing a complaint, or for assisting, testifying, or participating in the investigation of such a complaint, is prohibited by the City of Sheboygan.
- b. Retaliation is a form of employee misconduct. Any evidence of retaliation shall be considered a separate violation of this policy and shall be handled by the same complaint procedures established for harassment and discrimination complaints. Retaliation may subject an individual to additional punishment up to and including termination.
- c. Monitoring to ensure that retaliation does not occur is the responsibility of the supervisor and/or director, and the appropriate internal investigative authority.

6. Falsification or Mis-Representation of Information

An employee will be subject to disciplinary action up to and including termination for falsifying any information or mis-representing any information required or requested as part of a complaint, investigation, or proceeding under this policy.

Section 2.04 ADA & REASONABLE ACCOMODATION POLICIES

The City of Sheboygan is committed to complying with all the relevant and applicable provisions of the Americans with Disabilities Act (ADA) and State law. The City will make reasonable accommodation wherever necessary for all employees or applicants with disabilities, provided that the individual is otherwise qualified to safely perform the essential duties and assignments connected with the job and provided that any accommodations made do not impose an undue hardship on the City.

- A. Title I: In compliance with the Americans With Disabilities Act of 1990, the Rehabilitation Act of 1973, the ADA Amendments Act of 2008, and the Wisconsin Fair Employment Act, the City of Sheboygan prohibits discrimination against qualified individuals with disabilities in all employment practices, including job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. The City is committed to providing accommodations for eligible employees and applicants with documented disabilities.

1. Job Application Process

- a. All applicants for City positions must have accessibility to all steps in the selection process and are protected from disability related questions that could potentially screen them out of the application process. Reasonable accommodation will be provided to qualified applicants during the selection process, which may include supplying an interpreter or reader, to ensure that all applicants have accessibility to all phases of the process.

- b. Pre-offer physicals are prohibited by the City, as are inquiries regarding the existence of an applicant's disability or the nature and severity of the disability. After an offer of employment has been extended, it may be conditioned on the results of a medical examination. The information received during a medical exam will be held confidential, but a supervisor must be told of any restrictions or necessary accommodations. If the existence of a disability is revealed during the medical exam, an offer of employment may not be withdrawn unless the reason is job related and consistent with business necessity and no reasonable accommodation can be made or the disability poses a direct threat to the health and safety of the applicant, other employees or the general public and which cannot be eliminated by reasonable accommodation.
- c. The City is committed to making reasonable accommodation in the application process, job duties, and the work environment in compliance with equal employment opportunity, as long as such accommodations do not constitute an undue hardship on the City.
- d. If an applicant or employee believes they have been discriminated against in employment on the basis of a disability, he or she may file a complaint through the City's harassment complaint procedure, or he or she may file a formal complaint with the Wisconsin Equal Rights Division of the Department of Workforce Development and/or the Federal Equal Employment Opportunity Commission.

2. Procedure for Requesting an Accommodation

- a. An employee who believes that he or she needs a reasonable accommodation to perform an essential function of their job should make that request through their direct supervisor, the ADA Coordinator or Human Resources Director.
- b. When a request for accommodation is received by the supervisor or when it is apparent that a reasonable accommodation may enable a disabled individual to perform the essential functions of the position, the employee will be directed to submit a Reasonable Accommodation Request Form with appropriate supporting documentation to his or her direct supervisor and the Human Resources Director for consideration.
- c. All requests for accommodation shall be responded to in a timely fashion, after the supervisor has engaged in the interactive process with the employee requesting the accommodation.
- d. The City reviews all requests for accommodation on a case by case basis and may provide a reasonable accommodation that allows the qualified

individual with a disability to achieve the same level of job performance as other similarly skilled employees. The City is not obligated to provide an accommodation that causes an undue hardship on the City.

- e. All requests and documentation will be kept confidential and in a separate file.

3. Definitions

- a. Disability as defined under the Americans With Disabilities Act of 1990: A qualified individual who has a physical or mental impairment that substantially limits one or more major life activities;
 - b. Disability as defined under the Wisconsin fair Employment Act: A physical or mental impairment that makes achievement unusually difficult or limits the capacity to work;
 - c. Direct Threat to Safety: A significant risk to the health or safety of the individual or others that cannot be eliminated by reasonable accommodation;
 - d. Essential Job Function: Those activities of a job that are the core to performing the position that cannot be modified;
 - e. Interactive Process: The process by which an agent of the employer and individual requesting accommodation engage in, to discuss physical or mental abilities and limitations as they relate to the job's essential functions and to determine possible job accommodations;
 - f. Major Life Activities: Caring for one's self, walking, sitting, standing, speaking, etc.;
 - g. Qualified Individual with a Disability: A person who meets legitimate skill, experience, or other requirements of the position that he or she holds and who can perform the essential functions of the position with or without reasonable accommodation;
 - h. Reasonable Accommodation: Any modification or adjustment to a job or the work environment, such as job restructuring, modifying tests, modifying equipment, etc., that will enable an employee with a disability to perform the essential job functions; and,
 - i. Undue Hardship: An action that is excessively costly, extensive, substantial, or disruptive or that would fundamentally alter the nature or operation of the business.
- B. Title II: It is the policy of the City to ensure that all citizens have an equal opportunity to participate in and receive the benefits of the services, programs, or activities of the City. The City is required to ensure all programs and activities are accessible, but are not required to make each and every facility accessible as long as all programs are readily accessible. There are several means by which the City can make its programs readily accessible to and usable by disabled individuals, including redesigning equipment, reassigning services or programs to alternative, accessible buildings, and altering existing facilities or building new facilities.

Section 2.05 FITNESS FOR DUTY

A Department Head may request a medical or psychological evaluation when: (1) an employee's conduct creates a reasonable belief that a threat to the health or safety of the employee, co-workers, the public, or to City property exists; or (2) there is objective evidence that the employee cannot effectively perform the essential job functions of their position. An appointment will be scheduled with a physician/psychologist upon agreement by the employee to attend an evaluation.

Employees who cooperate in attending a Fitness for Duty Evaluation will be placed on administrative leave status until such time as the report of results is received from the physician, recommendations are reviewed and work or leave status is re-evaluated. When the Fitness for Duty evaluation is ordered by the City and not due to an injury/illness, there will be no cost to the employee for the evaluation or any other evaluations or tests that the physician or psychologist may recommend. Employees will be required to sign a release to grant the physician or psychologist access to the employee's medical records. Results of the exam will be forwarded to the Human Resources Department, and will be reviewed with the department in question only as necessary. The information will be treated with the highest degree of confidentiality, and a copy of the report will remain in a confidential medical file within the Human Resources Department. A copy of the report will be made available to the employee upon request to the Human Resources Director. The employee will have the option to present this report to his/her personal physician for review and rebuttal, if the employee does not agree with the opinion.

If an employee chooses not to attend a City authorized Fitness for Duty Evaluation, the employee will either be placed on sick leave or leave without pay status, until the employee provides medical documentation from his/her personal physician/psychiatrist at his/her own expense that states that the concerns noted by the employee's department have been reviewed, the essential functions of the employee's position have been reviewed, and that the employee is fit for duty and does not pose a threat to one's self or someone else. The City maintains the right to request a 2nd opinion and have the employee sign a release granting full access to the employee's medical records.

Section 2.06 BACKGROUND CHECKS

Prospective employees of the City of Sheboygan may be subject to a background check. Depending on the nature of the position and the applicants applying for the position, the Human Resources Department will conduct varying levels of background screening to determine whether candidates for employment, promotion, assignment or transfer are suitable for the position they desire to obtain. Information that may be obtained or requested includes information relating to references, past employment, work habits, education, judgments, liens, criminal background and offenses, character general reputation, social media presence, and driving records. The City may also obtain information from a consumer reporting agency. Before denying an extension, assignment, promotion, or other benefit of employment, based in whole or in part, on information obtained in the consumer credit report, the City will provide a copy of the report and a description in writing of the applicant's rights under the Fair Credit Reporting Act.

As part of the application process, new applicants seeking employment will be required to sign an employment application that constitutes the employee's full waiver and release of any liability related to the background investigation. The application form also notifies the applicant that any false statements may be grounds for not employing or for dismissing the applicant after beginning employment. Applicants who refuse to sign the employment application will not be considered for employment.

Section 2.07 NEPOTISM POLICY

It is the City's policy that relatives of persons employed by the City may be hired, promoted, assigned or transferred into positions only if they will not be working for or supervising a relative. This policy will be broadly interpreted in a manner that addresses the issue of inequitable consideration in decisions concerning work assignments, transfer opportunities, performance evaluations, promotions, demotions, disciplinary actions, and discharge. For the purpose of this policy, a relative is defined as spouse, parent, grandparent, child, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, stepparent, stepbrother, stepsister, stepchild, aunt, uncle, niece, or nephew. A supervisor is defined under this policy as a person who directs or has authority to direct the activities of, or has the authority to effectively recommend the hiring, promotion, transfer, discipline, or discharge of, employees under his/her purview.

Section 2.08 PROMOTIONS

When position vacancies exist above the entrance level, in most cases they shall be posted on the city website and governmentjobs.com. Employees wishing to be considered for a vacancy must apply for the positions via the website. While tenure and work history are important aspects when determining promotions, no promotion shall be given to any employee without first going through the required posting and interview process.

Section 2.09 SHORT-TERM TEMPORARY ASSIGNMENTS

When a temporary vacancy occurs of more than two calendar weeks but less than six months in a non-represented position, the Director of Human Resources, in consultation with the affected Department Head, may recommend to the City Administrator an appropriate subordinate non-represented employee to fill the position on an acting basis for the duration of the temporary vacancy. Positions in the transit, police and fire departments require the approval of the respective commissions. If the subordinate is in a lower salary grade while serving in such an acting capacity, the subordinate shall receive additional compensation for the additional work assigned. An increase of ten (10) percent is assigned when acting in full capacity; a reduced amount will be issued for limited acting duties or when partial duties are assigned. This amount will be issued after a replacement starts in the form of a lump-sum for all acting time. In no case shall the temporary increase in pay be greater than the salary of the person who left.

Within six (6) months of the beginning of a temporary vacancy, the City Administrator will determine whether the opening will remain or a change in the table of organization needs to be made and will inform the employee filling the position on an acting basis as to the status of the

replacement. The employee may be reclassified to the position the employee is actually performing. In case of such a reclassification, the employee's pay will be adjusted to match the new classification based on the employee's performance.

Section 2.10 PERFORMANCE EVALUATIONS

It is the City's objective that individual employees are being regularly evaluated by their supervisor throughout the year, and that problems are addressed as they arise. In addition to these regular conversations and evaluations, once a year employees and supervisors are required to meet to discuss the past year, review goals of that year, and set goals for the next year. Once the employee completes a self-evaluation, they will meet with their supervisor to discuss their evaluation and goals. After the supervisor meets and completes the evaluation and goal setting with the employee, the form must be approved by the Department Head before being sent to the HR Department for final review and filing.

These evaluations are not meant to be the basis for Performance Improvement Plans, terminations, or other forms of discipline. Those conversations and evaluations are expected to be occurring throughout the year as individual concerns with performance arise.

Section 2.11 LAYOFFS AND FURLOUGHS

A. Layoff: The city in its discretion shall determine whether layoffs are necessary. The City may lay off an employee because of shortage of funds, shortage of work, discontinuance of services, changes in organizational unit; or for any other reasons, which do not reflect discredit on the service of the employee. Duties performed by laid off employees may be reassigned to other employees already working or holding positions in appropriate job classifications.

B. Recall Provisions:

1. Employees who are laid off or displaced shall be placed on a recall list for a period no more than eighteen months maximum, after which time all recall rights are terminated. Should a vacancy occur in a position authorized to be filled from which an employee was laid off or displaced, said employee shall be recalled in order of their departmental seniority. Should a new position be created from which no employee was laid off, employees on a recall list may apply for the position but the City retains sole discretion in selecting the candidate from either the recall list or outside sources.
2. Employees to be recalled shall be notified by mail addressed to the most recent address appearing on the Human Resources Department's records. Laid off employees shall notify the Human Resources Department of any change of address. Employees so recalled shall notify the City of their acceptance or rejection within seven calendar days of the date of the recall letter and report for work within 10 calendar days from the date of the recall letter. Failure to notify or failure to report or the refusal of an offer of re-employment shall terminate an

employee's right to recall.

3. An employee on layoff status shall not lose credit for seniority accumulated at the time of layoff nor shall continuous service be considered interrupted if the employee is recalled within eighteen months of layoff. An employee recalled within 18 months of layoff shall be credited with sick leave accumulated as of the date of layoff.
 4. Employees shall be granted the option of remaining in the group health insurance plan in accordance with the COBRA Act of 1986 from the effective date of layoff (according to policy provisions) provided the employee pays to the City of Sheboygan the full premium. Employees shall be granted the option to remain in the group life insurance plan based on salary for up to 18 months from the effective date of layoff, provided the employee pays the full premium.
- C. Furloughs: Voluntary or mandatory employee furloughs involve placing employees in temporary non-duty, non-pay status for budgetary reasons as authorized by the Common Council. A furlough differs from a normal layoff in that employees continue to work on a fairly regular basis, with the City or individual departments scheduling employees to have certain days off. For example, a City department may elect to furlough a non-exempt employee by asking or requiring him/her to take off one or more days without pay.

Section 2.12 SEPARATION FROM EMPLOYMENT

A. Categories of Separation:

1. *Resignation* is a voluntary act initiated by an employee to end employment with the city. The employee who plans to resign or retire should provide written notice to their supervisor at least two (2) full weeks prior to their final work day in order to leave employment with the city in good standing. An employee in a supervisory role shall provide written notice to their supervisor at least four (4) full weeks' notice prior to their final work day in order to leave employment with the city in good standing. If the employee does not provide a full two (2) weeks' or four (4) weeks' notice, the employee will forfeit any paid time-off which they have accrued. An employee's paid time off requests can be denied or rescinded during the final two (2) week or four (4) week period. Upon receipt of the resignation, the supervisor should notify the Director of Human Resource or their designee. Any non-represented employee submitting their resignation is required to participate in an exit interview with Human Resources before any accrued leave will be paid out.

a. Withdrawal of Resignation

The Director of Human Resources, along with the Department Head, may choose to accept an employee's request to rescind his/her resignation. In the event an employee revokes a resignation, this will be reviewed and considered on a case by case basis.

2. *Retirement* is separation from employment with the City, either with or without notice, under the provisions of the Wisconsin Retirement System (WRS).
3. *Job Abandonment*. An employee who fails to report to work or contact their supervisor for more than one (1) working day or fails to return from approved leaves of absence (i.e. FMLA, worker's compensation, unpaid leave of absence) or as outlined in the employee's collective bargaining (CBA) will be considered having abandoned their job. Supervisors shall notify their Department Head, Human Resource Director and City Administrator at the expiration of the second (2nd) work day and initiate the paperwork to terminate the employee.
4. *Total Disability* is separation from employment with the City, due to total physical or mental impairment, under the provisions of the WRS. The City will pay any accrued but unused PTO as provided by the terms of this manual.
5. In case of the Death of the employee, the employee's estate may be eligible to receive earned but unused PTO/overtime as provided by the terms of this manual.
6. *Resignation without Notice* is a voluntary permanent separation initiated by the employee without providing a written two week notice prior to leaving. The employee will be paid all proper compensation up to his/her final day of employment, but the employee will not receive severance benefits and payouts. The City reserves the right to terminate the employee before that date.
7. *Involuntary termination* is a permanent separation initiated by the City due to unsatisfactory work performance or misconduct including violations of the work rules. A Department Head or supervisor shall not terminate an employment relationship prior to consulting with the Human Resources Director. The employee will be paid all proper compensation up to their final day of employment.
8. *Layoff* can be a temporary or permanent severance of the employee's position with the City due to a reduction in the work force. Employees who are laid-off shall receive, as a severance gratuity, pay equal to the amount of PTO time he/she would be entitled to in the calendar year. If recalled in that same year, the employee would not be eligible for PTO for that year. Employees recalled

subsequent to the calendar year they are laid-off would receive pro-rated PTO based on their years of service and the number of full months worked in such subsequent year. Accrued sick leave will be retained, but no further accumulation will be allowed during the period of layoff.

9. A *Furlough* is not a severance of the employee's position or a separation from employment.

B. Final Paycheck:

Every effort will be made to send employees who resign or are terminated his or her final paycheck on his or her final scheduled payday. The final paycheck will include all of the pay for hours worked as well as any payout of accrued time.

C. Return of Property, etc.:

Upon separation, the employee must return all property, records and complete required forms prior to receiving final payment for compensation or payment for any accrued PTO or sick leave as may be required by this manual. When an employee separates employment from the City of Sheboygan, the owning department supervisor shall complete a PCN at the time they receive notice. The completed worksheet shall be forwarded in its electronic format to the Human Resources Department. The employee should return their City P-Card to their Department Head or Purchasing Department no later than one (1) week prior to his or her last day worked, and shall return his or her City cell phone no later than the last day worked. The employee's network access, security and accounts shall be terminated on the last day of work.

D. Exit Interview

Every employee who voluntarily resigns from the City shall be required to participate in an exit interview with the HR Department in order to be eligible to receive any PTO payouts. This interview is intended to be beneficial for both the city and the departing employee. Employees will have the opportunity to air concerns or receive answers to specific questions. And, it is the intention of the City to obtain information that will help in recruitment and retention efforts. This interview shall be scheduled by the employee with any HR Generalists or the Director of HR prior to the employee's last day. Information obtained from the exit interview will be shared with the appropriate department managers and/or staff. Failure to participate in an exit interview may result in the employee not receiving their PTO payouts.

E. Use of Accrued PTO and Sick Leave Upon Termination:

Employees who terminate their employment with the City of Sheboygan and still have unused, accrued PTO will not be allowed to extend their time on the payroll in an attempt to use up the remaining, unused PTO.

Employees are expected to work every day during the required notice period after giving proper written notice.

Section 2.13 PERSONNEL RECORDS

It is the policy of the City of Sheboygan Human Resources Department to maintain personnel files and records on each of its employees. This is to be done in a consistent and fair manner, while complying with State and Federal regulations. The Human Resources Department will maintain Primary Personnel Files, including Confidential Personnel Files, Medical Files and other miscellaneous files for all City of Sheboygan employees.

A. Employee Personnel file: Each employee's personnel file will contain following employment records:

- Job descriptions, job applications or resumes
- Payroll authorization forms, offer letters
- Personnel Change Notice (PCN) forms and records on compensation, transfers, promotions, dates of hire and seniority
- Signed acknowledgements of receipt and agreement for Employee Handbook and Policies & Procedures Manual
- Notices of commendation, warning, discipline or termination
- Notices of layoff, leaves of absence and similar matters
- Education and training notices and records
- Performance evaluations and/or interview evaluation ratings
- Records of complaints and/or grievances affecting employment status
- Resignation letters, separation checklists, separation agreements
- Unemployment documents

B. Procedure

Access: An employee may view their personnel file by following the procedure listed below:

1. An employee must provide a request to view their personnel file in writing to the Human Resources Department.
2. The Human Resources Department will grant this request in accordance with Wisconsin Statute 103.13(2).
3. Files may be viewed Monday through Friday, 8:00 am to 4:30 pm in the presence of an employee of Human Resources Department. An appointment will be pre-arranged for the session.
4. In accordance with the §103.13(4), if an agreement to remove or correct the material cannot be reached between the employee and the Human Resource

Director, and employee may submit a written statement to their personnel file explaining that they disagree with materials in that file.

5. The employee may request one set of photocopies of materials from their file.
6. A log shall be maintained for each personnel file listing the date the file was viewed, photocopies made, and the Human Resources staff member who witnessed the viewing.
7. Employee's may request and view their file two times per year in accordance with §103.13.

Satellite files:

Supervisors may maintain satellite working files for their employees. These files should be kept confidential and locked in file cabinets. This documentation should be forwarded to Human Resources when the employee leaves City of Sheboygan employment. The contents of the file are discoverable in the event of legal action so supervisors need to appropriately document and maintain the files.

Article III: WAGE AND SALARY POLICIES AND PROCEDURES

The purpose of wage and salary policies and procedures is to fairly allocate each position to an appropriate grade or classification in such a way as to maintain equity between positions while taking into consideration factors such as education, experience, problem solving, work environment, supervisory responsibilities and other related factors contributing to the nature of the position. It also sets initial hiring rates and salary ranges, procedures for increases, as well as promotions and reclassification guidelines. The development and administration of the compensation program is the responsibility of the Human Resources Department, subject to approval of the City Administrator, with final approval of major adjustments remaining with the City Council.

Section 3.01 TIME ENTRY AND APPROVAL

It is the policy of the City of Sheboygan to follow state and federal guidelines regarding issuing employee pay for work services performed. Timekeeping and tracking requirements must be followed in order for employees to receive pay and the city to maintain compliance and accurate record keeping. All non-exempt employees shall be responsible for accurate and correct entry of ALL-TIME into the system. All employees shall be provided training and documented procedures outlining the time entry, submission, and approval process into the designated electronic timekeeping system. Falsification of time entry and failure to follow this policy and/or related procedures may result in corrective action up to and including termination.

A. Definitions

1. **Employee Status** (See Fair Labor Standards Act (FLSA) for full details)

Non-exempt (Hourly) – Employees who are covered by the Wage and Hour provisions of FLSA and are eligible for overtime compensation after 40 hours worked in a work week.

Exempt (Salaried) – Employees exempted by Wage and Hour provisions of the FLSA who are ineligible for overtime compensation.

2. **ALL-TIME** includes the following definitions:

Regular time – Shall include a compilation of regular authorized work hours, holiday time, and jury duty time.

Overtime – Work hours completed by the employee which exceed the Employee’s regularly authorized 40-hour work week.

Miscellaneous time – May include the following:

- a. Shift Premium Pay
- b. Flex Pay (DPW)
- c. Field Lead Pay (DPW)
- d. Pager Pay (Police)
- e. Out-Of-Grade Pay (Fire)
- f. Training Pay (Fire)
- g. Overtime

3. **Time-Off** – May include the items below.

Holiday - (8-hour increment minimum, pro-rated for part-time; 10 paid holidays defined per annual schedule)

Paid Time Off – (May be taken in 1-hour increments at supervisors’ discretion)

Bereavement

Unpaid Leave

Miscellaneous TIME-OFF – may include the following:

- a. Family Medical Leave (FML)
- b. Military Leave
- c. Jury Duty
- d. General Medical Leave of Absence (LOA)

WORK WEEK is defined as follows: Work week is defined as Sunday (beginning of work week) through Saturday (end of work week). For the employee’s **ALL-TIME** entry into the electronic timekeeping system, those employees designated as full-time with a 40-hour work schedule shall enter total a minimum of 40 hours per work week.

The normal work week schedule for full time, non-exempt employees is five (5) – eight (8) hour periods totaling forty (40) hours per weeks. Exempt employees are full time employees who

normally work a minimum of forty (40) hours per week. Those who hold exempt positions are expected to perform their duties as part of their work week. The additional time worked is considered part of the position expectations and is exempt from overtime pay.

4. **FLEX-TIME CONSIDERATION**

FLEX-TIME – A schedule arrangement which is pre-approved by the Department Head and allows the employee to change the starting and/or end time of their work day. The employee still maintains the total number of authorized Regular time hours during the same work week.

FLEX-TIME allows the department to stay within its approved salary budget and may be used instead of Overtime within the same work week. **FLEX-TIME CANNOT CARRY OVER INTO ANOTHER WORK WEEK.**

COMP-TIME is defined as paid Time-Off given to the employee in lieu of overtime pay. **COMP-TIME** is **NOT** an allowable practice within ALL CITY DEPARTMENTS and will **NOT** be honored. **COMP-TIME** will not be allowed except where authorized in collective bargaining agreements.

5. **EMERGENCY ABSENCES** are defined as follows:

Separation of Employment – Voluntary and/or involuntary (see Separation of Employment Policy).

Illness, Injury, or Death – not pre-authorized leave.

B. Employee Responsibilities

- a. Non-exempt employees shall enter their **ALL-TIME** (see Definitions) into the designated electronic timekeeping system on a daily basis.
- b. All employees shall enter their **Time-off** as soon as the time is known to the employee.
- c. The supervisor/approver shall complete an accurate and thorough review of the employee's time in the electronic timekeeping system no later than the end of the day on Monday of the following work week.
- d. If errors are discovered, the supervisor/approver shall notify the employee. Any corrections to the employee's time entry shall be completed by the employee only, with the exception of EMERGENCY ABSENCES. Corrections shall be completed no later than the end of the day on Tuesday following the previous work week.
- e. Final supervisory verification and submission of the employee's approved time shall occur no later than the end of the day on Wednesday following the previous work week.
- f. Payroll processors shall not be responsible to complete validation/verification of the employee's time entry into the electronic timekeeping system.

- g. Repetitive errors, unresolved corrections, and/or falsification by an employee to their time shall result in disciplinary action up to and including termination.

C. Supervisor/Approver Responsibilities

- a. Each department/division shall have a designated staff member(s) tasked to review their respective employees' time entry submission within the electronic timekeeping system. This duty may be fulfilled by either the Department Head and/or their designee(s). If supervisor/approver is out of the office, they shall notify their Department Head and designate an alternate approver.
- b. The initial review of the employee's time entry submissions within the electronic timekeeping system shall be completed by the supervisor/approver by the end of the day on Monday of the following work week.
- c. If errors are discovered, the supervisor/approver shall notify the employee by the end of the day on Monday following the previous work week. Any corrections to the employee's time entry shall be completed by the employee only, with the exception of EMERGENCY ABSENCES. The employee shall complete and submit any corrections by the end of the day on Tuesday following the previous work week.
- d. Final supervisory verification and submission of the employee's approved time shall occur no later than the end of the day on Wednesday following the previous work week.
- e. The employee's approved time entry shall arrive at the payroll processors in a fully accurate "Ready-State" to begin payroll processing. Payroll processors shall not be responsible to complete validation/verification of the employee's time entry into the electronic timekeeping system.
- f. In the event the employee did not submit a time entry in the electronic timekeeping system and/or corrections to an employee's time entry are incomplete by the end of the day on Wednesday following the previous work week, emergency actions shall be used requiring approval from the City Administrator/designee.
- g. Following completion of training, the supervisor/approver shall be granted a one-month grace period following the date of training.
- h. Careless review resulting in repetitive and/or unresolved errors, and/or falsification to their respective employee(s) time shall result in disciplinary action up to and including termination.

D. For departments using electronic scheduling/timekeeping system other than Tyler-Munis

- a. The department shall be responsible for the exporting time from its scheduling/timekeeping system.

- b. The department is responsible for the completeness and accuracy of the exported time from its electronic timekeeping system. Payroll processors shall not make any corrections or modifications to the exported time.
- c. Directions to complete the transfer process will be provided by the payroll office.

PROCEDURE

Employees shall follow this procedure to enter their time into the designated electronic timekeeping system.

Note: Exempt employees are only be required to enter **Time-Off** into the designated electronic timekeeping system. **Time-Off** entries should be entered prior to taking the time away from work. All other **Time-Off** pre-approvals and requirements apply.

1. The employee shall enter and submit their time into the designated electronic timekeeping system on a daily basis. The employee shall refer to any additional department-specific time entry instructions as necessary.
2. **Time-Off** is subject to any departmental protocols to ensure adequate staffing levels are maintained. Protocols may include a supervisor's pre-authorization for upcoming **Time-Off**. Please refer to any additional department-specific supplemental materials as necessary.
3. **Time-Off** shall be requested in the electronic timekeeping system and submitted for supervisory approval prior to taking the actual time off. Once approved by the supervisor, the **Time-Off** automatically populates in the employee's electronic timesheet.
4. The supervisor/approver shall complete an accurate and thorough review of the employee's time in the electronic timekeeping system no later than the end of the day on Monday of the following work week.
5. If an error is discovered, the supervisor/approver shall notify the employee, advising the employee to make corrections and re-submit the corrected time by the end of the day on Tuesday following the previous work week. Corrections shall be made by the employee only.
6. In the event the employee did not submit a time entry into the electronic timekeeping system and/or corrections are unresolved by end of the day on Wednesday following the previous work week when they are due in the payroll office, emergency actions shall be used requiring approval from the City Administrator /designee in an effort to generate a paycheck.
7. Supervisor/approver shall not make any corrections to the employee's time entry submissions. Exceptions may be made in the event of EMERGENCY ABSENCES or after the employees' final day.
8. The employee's approved time entry shall arrive at the payroll processors in a fully accurate "Ready-State" to begin payroll processing.

9. Payroll processors shall not be responsible to complete validation/verification of the employee's time entry into the electronic timekeeping system.
10. Questions may be directed to the payroll office.
11. It is the employee's responsibility to review their paycheck to verify accuracy.

Section 3.02 PAY POLICY

Employees shall be compensated at the rate established by the Common Council and shall be paid on a bi-weekly basis. Payday is the Friday two weeks after the completion of the two-week pay period. When the normal Friday payday is a designated non-work day, employees will be paid on the banking day preceding the regular payday.

Section 3.03 DIRECT DEPOSIT

All employees shall be required to have direct deposit. Up to three (3) financial institutions may receive funds, as designated by the employee. One (1) financial institution shall be designated as receiving 100% of the remaining direct deposit; the other two (2) options, if elected, need to identify a designated dollar amount of the deposit.

Section 3.04 OVERTIME

Overtime for non-exempt employees shall only be worked by an employee at the direction of, and with the prior authorization of, the Department Head. Any employee working overtime hours without such pre-authorization will be subject to discipline, up to and including termination. It shall be the responsibility of every Department Head to assign overtime work only when emergencies or other compelling circumstances prevent the reasonable accommodation of additional work through the reassignment of work priorities or through the rescheduling of hours within the same workweek. Note: If possible, it is preferred to use Flex-Time in lieu of Overtime. Flex-Time is a schedule arrangement that is preapproved by the Department Director, should be used to ensure the department stays within its approved salary budget as a means to reduce Overtime costs. Flex-Time must be used within the same work week, and cannot carry over into another work week.

- A. Non-Exempt Employees: Non-exempt employees shall be compensated for actual time worked to a maximum of a 40-hour work week, after which time full-time regular employees required to work additional hours in excess of 40 hours per week shall be paid overtime compensation. For purposes of computing overtime within a given work week PTO if used shall not be considered hours worked. City recognized holidays shall count toward overtime. The hourly pay rate for authorized overtime worked by any non- exempt employee shall be one and one-half times the regular hourly wage rate.
- B. Emergency Overtime: Employees are required to work emergency overtime. An

emergency for the purpose of this section shall constitute an unforeseen occurrence (including, but not limited to all weather problems) requiring immediate action to provide necessary City service. The Employer shall offer the emergency overtime hours to employees working the immediate previous shift. Emergency overtime is hereby defined as overtime not known at least 24 hours in advance. In the event that no employee on the previous shift volunteers to work, the Employer shall have the right to require an employee, on a rotating basis, and working the previous shift to work four hours of emergency overtime contiguous to their previous shift. To fill the remaining four hours of emergency overtime, the Employer shall utilize the provisions contained in this section by contacting employees on the shift following such emergency overtime, with the right to require an employee on a rotating basis scheduled to work the remaining four hours of emergency overtime. In the event the Employer is unable to fill any remaining overtime because the Employer is unable to reach an employee working the shift following said emergency overtime, the Employer shall call employees to work the remaining overtime. One documented call will be made to every person within the specific classification with a message left when possible.

If no one is contacted, the person assigned to the first four hours will be required to work the entire shift.

- C. **Non-Emergency Overtime:** Non-emergency overtime shall be posted as available to all employees in the classification needed. If no one signs up for available overtime, the posted overtime shall become emergency overtime within 24 hours of the needed overtime.
- D. **Flex Pay:** Certain positions at the City require that employees be available to work other than his/her regular work hours, especially after hours, on weekends, and holidays. Any non-exempt employee who works hours different from their originally scheduled hours for that week that are not flexed by their Supervisor and is not given 24-hour notice shall receive pay one and one-half times the regular hourly wage rate regardless of other hours worked in that week. Hours worked as flex pay count towards the 40-hour requirement to receive overtime pay. In no case will an employee be compensated twice for the same hours (i.e. flex pay and overtime pay).
- E. **Holiday Overtime:** Employees who work on a designated City holiday will receive one and one-half times their pay for time worked in addition to the holiday pay.
- F. **Exempt Employees:** Exempt employees shall not earn overtime pay.
- G. **Shift Premium:** Non-exempt and non-represented City employees (excluding Transit or Library employees) will be issued for hours worked outside of traditional office hours. Shift premiums apply as follow:

6:00 p.m. –5:59 a.m. - \$0.40/hour

Section 3.05 PAYROLL DEDUCTIONS

Automatic payroll deductions shall be made as required by applicable State and Federal law. The following items are among the deductions that may be made from an employee's gross pay, although not all are applicable to every employee and some are paid by the City: Federal income taxes, State income taxes, FICA (Social Security), Medicare, charity deductions, deferred compensation program deductions, wage assignments, health insurance deductions, life insurance deductions, and deposits to credit unions or other financial institutions.

Section 3.06 FINAL PAYOUT

Employees leaving in good faith may qualify for a payout of earned but unused benefits.

- A. Retirement: In the event of an employee's retirement or proper resignation notice, the employee qualifies for a payout of all unused PTO the year in which the employee becomes inactive. Upon death, the employee's beneficiary/estate will be issued a severance payout in accordance with state/federal requirements. Those non-supervisory personnel who quit while a disciplinary action is being performed, are terminated for willful misconduct, or fail to provide two weeks resignation notice (i.e., a minimum of ten work days that are not covered by PTO) will not be eligible for a severance payout. Those supervisory personnel who quit while a disciplinary action is being performed, are terminated for willful misconduct, or fail to provide 4 weeks resignation notice (i.e., a minimum of 20 working days that are not covered by PTO) will not be eligible for a severance payout. Only earned, unused PTO is eligible to be paid out. Any amount used that was not earned is withheld from the employee's final payout. The term "retirement" as used herein shall mean the employee must be retired under the Wisconsin Retirement System and has applied for and will be or is receiving monthly annuity payments immediately after the retirement date.

1. PTO Severance

All employees who have been employed for more than 1 year, will have all earned but unused PTO paid out. PTO may not be used during the resignation time unless mutually agreed upon and approved by the Director of Human Resources.

ANY EMPLOYEE WHO LEAVES EMPLOYMENT WITHIN ONE YEAR OF STARTING IS NOT ELIGIBLE FOR ANY PAYOUT

*Protective Service employees assigned to the 24-hour shift will have the following formula for vacation severance calculation: regular, biweekly pay divided by 112 multiplied by 24.

2. Sick Bank Account

Upon a qualified retirement (WRS eligibility requirements), employees with a balance in their sick bank account are eligible to receive a portion of the account to either use towards the cost of post-employment medical insurance premiums (including COBRA) or a cash payout of 50% of the maximum qualified value. This provision does not apply to protective service command staff employees who are eligible to access their complete bank. The maximum eligible amount an employee

“qualifies” for depends on the employee/union group the employee was part of as of December 31, 2011:

Eligible Payout Values:

Non-Rep Employees: Up to 576 sick bank hours = qualified max value OR a cash payout of 50% of the qualified max value

AFSCME (DPW) & City Hall: Up to 672 sick bank hours = qualified max value OR a cash payout of 50% of the qualified max value

Professionals: Up to 640 sick bank hours = qualified max OR a cash payout of 50% of the qualified max value

Example: DPW Employee/City Hall Employee

A long-term DPW employee decides to retire. He was hired in 1980 (employees hired before 1978 do not have their bank divided by 2). On December 31, 2011, this employee made \$17.86 per hour and he had 972 hours in his Sick Bank. The value of his Sick Bank \$17,359.92 as of December 31, 2011, and he has not used time from the bank since then. Upon actual retirement (WRS eligible, receiving an annuity), he has the ability receive a portion of that bank in one of two ways:

Option 1: Qualified Portion applied to COBRA medical insurance continuation
The retiring employee may apply the qualified portion of his Sick Bank to apply towards the medical Insurance election (COBRA). (This money is not available for dental or other COBRA benefits.) This employee’s Qualified Max Value is 672 hours x \$17.86 or \$12,001.92.

Option 2: Qualified Portion 50% Payout
The retiring employee may choose to receive a lump-sum payout equal to 50% of his qualified portion of the max value. His qualified Maximum Value payout is \$6,000.96.

Option 3: Qualified Portion applied to Retirement Health Reimbursement Account
The retiring employee may apply the qualified portion of his/her Sick Bank to apply towards an account that is available for medical expenses or non-COBRA premium contributions upon a qualified WRS retirement.

- B. Retirement of Non-Rep Command Staff: Upon a promotion from Local 483 into a Fire Command Staff position or promotion from the Sheboygan Professional Police Officer Supervisors’ Association into a police command staff position, and upon reaching a WRS qualified retirement for protected-service, sworn employee and who actually retires, a Fire Command Staff or Police Command Staff employee may retain the retirement severance benefits earned at time of promotion “OR” follow applicable Non-Represented retirement

benefits (Tier II or III, depending on start-date of promotion). Said election to be made at time of retirement notification.

Section 3.07 POST EMPLOYMENT HEALTH INSURANCE

Non-represented employees qualify for continuation of coverage in health and dental insurance. Due to the changes in benefits over time, some employees may have grandfathered benefits. For reference purposes, there are 3 classifications employees may fall into relating to post-employment health insurance:

A. Class / Tier II

Non-represented employees as of December 31, 2011 (employee was not in a bargaining unit) who did not meet eligibility for retirement under WRS guidelines as of December 31, 2011. Upon retirement, providing an employee in this group achieves at least 15 years of service as a non-represented employee and retires from an exempt position, the employee is eligible to remain on the health insurance plan for 5 years post-retirement. A non-exempt employee who has been a non-rep for at least 15 years is eligible to remain on the health insurance plan for 2.5 years post-retirement. Premium payment in either situation is 50% City funded and 50% employee funded for either Single or Family coverage until either the retired employee or spouse becomes Medicare eligible.

B. Class / Tier III

All new employees hired on or after January 1, 2012, and employees hired before January 1, 2012 who were covered under an employment contract prior to January 1, 2012 are qualified for COBRA continuation of coverage. COBRA is available for 18 months following the last day of the month in which an employee retires or terminates employment.

C. Surviving Spouse

In the event an active employee dies, the surviving spouse may remain on the City of Sheboygan Health Insurance Plan. The spouse would be responsible for 100% of the premium contribution plus 2% administrative fees. In the case of death of a retired employee in Class I or Class II, the spouse would be eligible to continue on the City of Sheboygan health insurance plan until the spouse becomes eligible for health insurance through his/her own employer, by marriage, or becomes Medicare eligible. The surviving spouse would be responsible for the same premium contribution. In the case of death of a retired employee in Class III, the spouse may be eligible for an additional COBRA benefits, following federal guidelines.

Section 3.08 SALARY AND COMPENSATION ADMINISTRATION

The City of Sheboygan is committed to rewarding team members in a fair and consistent manner. We offer compensation and rewards that support equity and align with our diversity, equity and inclusion values. We aim to attract and retain employees to contribute to the success of the organization. This policy is subject to change with approval of the Common Council. The Human Resources Director shall be responsible for the administration of the compensation policy.

A. Role of Human Resources Department in Salary Administration

1. Developing, implementing, and monitoring organization-wide compensation policies, procedures and programs, ensuring adherence to them.
2. Developing and maintaining current job classification analysis and job description information throughout the organization, continually monitoring changes to the jobs, and revising analyses and job descriptions as appropriate.
3. Providing analysis and recommendations to support the annual Compensation Plan.
4. Providing compensation administration reports and data needed for effective program review and control.
5. Developing recommendations for and implementation of approved compensation rates, structures and practices; reviewing market data to determine changes necessary to ensure that the organization is competitive within the relevant municipal and private sector labor markets.
6. Ensuring compliance with wage and hour laws and regulations.
7. Consulting with the external compensation consultants and/or experts, as well as internal managers, supervisors, and employees on compensation and performance management problems and issues.
8. Developing, implementing and monitoring performance management policies, procedures and programs. This includes developing and reviewing the effectiveness of performance evaluations activities and ensuring that employees receive timely and accurate appraisals.
9. Preparing updates to the Compensation Plan document contained herein for Common Council review and approval, and providing this information to all employees covered by the program.
10. Educating employees on the current Compensation Plan.

B. Role of Individual Department in Salary Administration

1. Ensuring that approved compensation administration policies, programs, and procedures are followed in all divisions within the department.
2. Reviewing and approving all job descriptions and ensuring that the Human Resources Department is informed of all new and changed jobs so that jobs can be re-analyzed and new and/or updated job descriptions can be developed. This includes accurate completion and submission of either Personnel Change Notification (PCN) forms and/or Personnel Actions to the Human Resources Department for advanced review and approval prior to hiring. The Department Director should submit the PCN to Human Resources two (2) weeks prior to the date of the requested change.
3. Provide and submit complete and thorough documentation to support any position changes which are considered to be Budget-Neutral, and/or any Position Reclassification Request changes to the Human Resources Department to initiate the review and approval process.
4. Recommending revisions in salary administration policies, procedures, and practices to the Director of Human Resources when deficiencies and problems are identified.

C. Role of Finance and Personnel Committee in Salary Administration

1. Approves, subject to Common council approval, annual recommendations submitted by the Human Resources Director regarding major salary administration policy decisions including:
 - a. Salary Range adjustments
 - b. Across-the-Board increases, (if applicable)
 - c. Merit Increase contained within Annual Budget (if applicable)
2. Approves all modifications to the Compensation Plan described herein, for final approval by the Common Council.

D. Role of The Common Council in Salary Administration

1. How much, if any, salary ranges should be adjusted to be externally and internally competitive;
2. How much, if any, should be budgeted for across-the-board Salary Range adjustments (if necessary to maintain internal equity);
3. How much, if any, should be budgeted for Merit Increases;

These decisions shall be made based on information and recommendations provided by the Human Resources Director and approval of the Finance and Personnel Committee.

In addition, upon recommendation of the Human Resources Director and Finance and Personnel Committee, the Common Council shall approve all changes to the overall Compensation Plan described herein.

E. Definitions

1. Fair Labor Standards Act (FLSA): A federal act that sets minimum wage, overtime pay, equal pay, record keeping and child labor standards for employees who are covered by the act and who are not exempt from specific provisions. An employee classified in the Compensation Plan as “Exempt” is not eligible for the overtime compensation provisions of FLSA.
2. Base Pay: An employee’s initial rate of compensation, excluding extra lump sum compensation, shift premium, etc. An employee’s base pay can be expressed as a base hourly rate of pay or as an annual salary.
3. Budget-Neutral: The requested change is no greater or less than the designated salary amount contained within the annual budget currently in place through adoption by the Common Council. Budget-Neutral change requests cannot be measured against the actual realized salary expense and/or operating budget performance amounts which the requesting department is experiencing at the time the request is submitted for review.
4. Compensation Plan: A schedule of pay grade listing the job classifications and minimum/maximum rates. All regular positions shall be placed in one of these grade based on the JDQ and point factor job evaluation.
5. Emergency: For purposes of this policy, an emergency shall be defined as unplanned, significant event that affects the operation or service level of the department as determined by the Department Director, Human Resources Director and the City Administrator.
6. Interim Assignment: When an employee is assigned to a different position on a temporary basis, because of a vacancy.
7. Job Description Analysis Questionnaire (JDQ): A job analysis that outlines the responsibilities and the requirements necessary to perform the functions of the position. The JDQ is utilized to evaluate the position responsibilities for allocation to the appropriate salary grade.

8. **Maximum Rate:** The maximum rate, the top rate for a salary grade, is the maximum salary the city will pay a position. The base salary for an employee shall not exceed the maximum rate established for their respective salary grade.
9. **Midpoint:** The center of an open pay range, which is typically the comparable market average pay for a position. The midpoint provides a reference point to measure progression within the pay range.
10. **Minimum Rate:** The salary for any employee shall not be less than the minimum established for their salary grade provided minimum requirements of knowledge and/or certification of the position are met.
11. **Non-base pay adjustment:** Pay adjustments generally in the form of a lump sum or other forms that do not increase the employee's base pay.
12. **Personnel Change Notification Form (PCN) / (Personnel Actions):** This form is completed by the supervisor and authorized by the Department Director and submitted to the Human Resources Generalist at least two (2) weeks prior to the date of the authorized change and/or hire date to an existing employee's position, status, grade, salary range, and/or hire of a new employee for a previously authorized position. In the case of terminations or retirements, this form is submitted with information referencing final pay-outs and eligibility for rehire.

F. Procedure

DETERMINATION OF SALARY RANGES

The Compensation Plan shall be based on the principle of equal pay for equal work. Salary ranges within the Compensation Plan shall be determined with regard to factors including, but not limited to: training and ability; level of work; physical demands; independence of actions; supervision exercised; experience required; human relations skills; working conditions or hazards and impact of errors; and prevailing rates of pay for similar jobs in public and private employment as determined by the city.

ENTRANCE PAY RATE

The entrance pay rate shall be within 60% of the minimum pay range. All appointments, including Department Heads, **above the 60% must be authorized in advance**, by a majority of the Finance and Personnel Committee Chair, City Administrator and the Human Resources Director.

NEW POSITION REQUEST PROCESS

A. Classification Consideration

A request for classification of a new position may be initiated by a Department Director, or by the Human Resources Director. The Department Director will work with the Human Resources Director to complete a Job Description for the new position. Requests for classifications may occur throughout the year as positions are created.

A request for classification consideration of a new position must be in writing to the Human Resources Generalist. This request includes completion of the new position's Job Description. The Human Resources Generalist will initiate the external market analysis review process to determine the appropriate compensation rate. A JDQ may need to be completed during the review process as well.

B. Review of Requests

Following the internal review by the Human Resources Director, the Human Resources Generalist will submit the JDQ and any supporting documentation to the consultant for evaluation. The consultant will recommend a grade assignment for the position. The consultant may request further information to complete the review.

C. The Employer's Response to the Consultant's Recommendations

The Department Director will be informed of the final decision in writing. Following approval by the Common Council, the Human Resources Department shall proceed with the hiring process and will be based on findings of the consultant in respect to this new position classification

CLASSIFICATION AND/OR RECLASSIFICATION

The Position Classification Review Process is the method for determining pay range assignment of new positions and/or reclassification actions involving substantial changes in the duties and responsibilities of an existing position or external market changes.

A. Classification or Reclassification Consideration

A request for reclassification of a current position may be initiated by a Department Director, or by the Human Resources Director. Requests for reclassifications for existing positions are due by September 1st, reclassifications may occur throughout the year if positions are created or become vacant.

Reclassification requests due to substantial changes in position for existing positions requires that the employee and the Department Director document substantial changes in existing duties since the most recent review. Duty changes may be from substantial, immediate reassignment of duties due to reorganization, or may be the result of a logical and gradual change of responsibilities over a period of time. To be considered for reclassification, changes should be stable and typically at least 51% of the duties have changed and should have been in effect for at least six (6) months preceding the reclassification request so that it is clear that the changes that exist become a part of the

position description going forward. Reclassification will not be considered for temporary changes in duties.

Reclassification requests due to external market changes for existing positions requires that the employee and the Department Director submit the current Job Description and the most recent or up to date JDQ.

A request for classification or reclassification consideration must be in writing to the Human Resources Generalist. The Human Resources Generalist will guide the appropriate process for a review.

B. Review of Requests

Following the internal review by the Human Resources Director, the Human Resources Generalist will submit the JDQ and any supporting documentation to the consultant for evaluation if the criteria for reclassification is met. If the reclassification is appropriate, the consultant will recommend a grade assignment for the position. The consultant may request further information.

C. The Employer's Response to the Consultant's Recommendations

The employee and the Department Director will be informed of the final decision in writing. The effective date of any compensation changes will be based on the specific circumstance of the reclassification.

COMPENSATION PLAN COMPONENTS

The Compensation Plan drives annual salary changes. The annual salary changes within the Compensation Plan are subject to Common Council approval, and propelled by adequate budgetary factors.

Compensation Plan adjustments are typically made on an annual basis as adequate budgetary factors allow. The Human Resources Director shall recommend such adjustments to the City Administrator and Finance Director based on ageing the existing Compensation Plan according to an annual adjustment which may correlate to inflationary factors experienced during the current year. The Compensation Plan Adjustment takes the form of a modification to Compensation Plan with the goal of maintaining market competitiveness of the Compensation Plan.

PAY RATE ADJUSTMENTS

The Human Resources Director, applicable Department Director, Finance Director and City Administrator shall determine the pay status of an employee based on the following:

- A. Transfers – When an employee is transferred from one (1) classification to another with a common salary range, the employee shall continue to receive the same pay rate unless a different rate is deemed appropriate by the Director of Human Resources.
- B. Promotion – When an employee is promoted from one classification to another having a higher salary range, the employee shall receive an increase as deemed appropriate. The employee will receive a minimum of a five percent (5%) increase for any promotion and be placed at the step closest to, but above five percent (5%).
- C. Demotion – When an employee accepts a position in a lower salary grade for any reason, a rate of pay shall be determined. For consideration of the placement into the new salary range, such factors as experience, qualifications as they related to the position being filled, length of service, average value of overtime lost and the level of pay similar to employees in the pay range shall be considered.
- D. Upward Re-Classification – When an employee’s position is reclassified into a higher salary grade, the employee will remain at the same step they are in under the new grade.
- E. Downward Re-Classification – When an employee’s position is reclassified into a lower salary grade, the employee’s pay will remain the same until they reach the step above their pay at the time of re-classification.
- F. Equity Adjustments – Equity adjustments are salary changes outside of the normal programs (as listed above) to remedy salary issues such as external pressure in high demand areas, internal salary compression, and/or retention considerations. Equity adjustments may also be used when additional duties are added.

Article IV: BENEFITS

Section 4.01 TAX IMPLICATIONS

Employees should be aware that certain benefits may be subject to State and/or Federal tax. The City assumes no responsibility as to items taxed or as to the amount of such taxes.

Section 4.02 HOLIDAYS

Employees are eligible for holiday pay upon hire provided the employee is actively working or has paid time to substitute the day before or after the holiday. The following days are observed as holidays for the City and may be modified if appropriate and approved by the City Administrator. If you are required to work on a holiday you will receive time and a half for all hours worked on that holiday in addition to holiday pay.

New Year's Day, Friday Before Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve

Section 4.03 PAID TIME OFF

Qualified employees will be eligible for paid time off (PTO) upon hire and/or through time worked. Part-time, qualified employees that work between 20-39 hours per week will receive a prorated amount of paid time off based on their actual work hours worked the previous year (if part-time the previous year) or the average scheduled projected hours worked divided by a 40-hour work week. PTO hours count toward hours worked in this calculation.

PTO is available for qualified employees to take vacation, take care of personal business, or tend to unplanned issues in life. All time off must be coordinated with supervisor approval where possible/practical to allow for continued departmental operations. All paid time off must be exhausted before any approved unpaid time will be allowed.

Employees will be granted PTO as of January 1 of each year based on their length of continuous service they will reach during the year with the City of Sheboygan in accordance with the schedule listed below.

Employees with 0-4 years of service: 160 hours
 Employees with 5-12 years of service: 200 hours
 Employees with 13-20 years of service: 240 hours
 Employees with 21+ years of service: 280 hours

Employees will be credited with the additional week of PTO in January of the year in which an employee reaches the milestone. For example, on January 1, Jane is employed four years and will reach her fifth year in March. Jane will get 200 hours of PTO as of January 1 that year.

Protected Service Non-Represented Employees working a 5-2 schedule

>5 years:	160 hours
5-9 years:	200 hours
10-14 years:	240 hours
15+ years:	280 hours

Protected Service Non-Represented Employees working a 24-hour shift

If working the traditional 24-hour shift:

>5 Years of Service:	14 Tours (336 hours)
>15 Years of Service:	17 Tours (408 hours)
>20 Years of Service:	18 Tours (432 hours)
>22 Years of Service:	19 Tours (456 hours)

PTO must be used during the calendar year or it will be forfeited. Depending on departmental and/or staffing needs, employees may be able to carry over up to 40 hours of paid time off into the next calendar year. Requests must be approved by the Department Head and forwarded to the Director of Human Resources and Labor Relations for approval by December 15.

PTO may not be donated to other employees.

Prorated PTO Schedule for Non-Represented Employees:

New full-time employees are issued 16 hours of PTO for the months of January through October worked up to 160 hours and have access to those hours after 30 days of employment. Any employee hired in October, November, or December will receive 16 hours of PTO. For example, an employee who starts June 15 would be pro-rated for June, July, August, September, and October and would receive 80 hours of PTO (16 hours x 5 months). On January 1 following the start date, that employee will receive 160 hours of PTO per the schedule above.

***** ANY EMPLOYEE WHO LEAVES EMPLOYMENT WITHIN THE FIRST YEAR WILL NOT BE ELIGIBLE TO RECEIVE ANY PAYOUT OF PTO*****

Section 4.04 SICK LEAVE BANK

Sick leave was discontinued in 2012 and for all employees hired after 2012 should use PTO for their sick time. Employees who were hired prior to 2012 and have a balance in their sick bank accrual may use the sick leave immediately during the duration of any state or federal qualifying Family Medical Leave.

Section 4.05 FMLA

It is the policy of the City of Sheboygan to comply with all applicable State and Federal laws concerning military family leave, family leave, medical leave, or caretaking leave.

This policy applies only to leave designated under State or Federal law. Leave designated under this policy may overlap or duplicate leave available under collective bargaining policies or other

personnel policies. Sick leave, vacation, and leave of absence provisions under any collective bargaining agreements remain in effect.

Leave provided by the City which is taken for the same reasons as leave covered by the FMLA is not in addition to leave provided under the FMLA. If leave qualifies for family or medical leave under either or both the Federal and State laws, the leave used counts against the employee's entitlement under both State and Federal FMLA concurrently. Leave covered by the FMLA will be deducted from the entitlement under the FMLA.

Both State and Federal Family and Medical Leave entitlement will be counted based on a calendar year (January-December).

A. Eligibility

Employees are entitled to FMLA benefits as follows.

1. *Federal FMLA*

In order for employees to be eligible for leave under the Federal Family Medical Leave provisions, they must have been employed by the City of Sheboygan for at least 12 months (whether consecutive or not) and have worked at least 1,250 hours during the 12 months prior to the start of the requested leave.

- a. Any absence from work due to military service covered under the Uniformed Services Employment and Reemployment Rights Act (USERRA) must be counted toward the employee's 12-month employment period when determining FMLA eligibility.
- b. Time spent on paid or unpaid leave does not count in determining the 1,250-hour eligibility

2. *State FMLA*

In order for employees to be eligible for leave under the Wisconsin Family Medical Leave provisions, they must have been employed by the City of Sheboygan for at least 52 consecutive weeks and must have been paid for at least 1,000 hours during the 52 weeks prior to the start of the FMLA leave. If an employee is maintained on the payroll for any part of the week, the week counts as a week of employment.

B. Benefits

1. *Federal FMLA*

Federal law allows employees a total of 12 weeks for:

- a. Family leave for the birth of an employee's child or because of the placement of a child with the employee for adoption or foster care. Federal law requires that leave conclude within 12 months after the birth.

- b. Family leave to care for a child, legal ward, spouse, parent, or covered service member suffering from a serious health condition.
- c. Medical leave for an employee to care for their own serious health condition which renders them unable to perform the essential functions of the job.
- d. Exigency leave due to a spouse, child, or parent who is on active military duty or who has been notified of an impending call to active duty status in the National Guard or Reserves, in support of a contingency operation. Also included are servicemembers in the regular armed forces who are on active duty in a foreign country or are called to active duty in a foreign country.
 - i. Eligible employees may take leave to care for a military member's parent who is incapable of self-care when the care is necessitated by the member's covered active duty.
 - ii. The amount of time an eligible employee may take for Rest and Recuperation qualifying exigency leave is expanded to a maximum of 15 calendar days.

Federal law allows employees a total of 26 weeks of leave in a single 12-month period (regardless of calendar year) for caring for a spouse, son, daughter, parent, or next of kin who is a covered servicemember/veteran recovering from a serious illness or injury sustained in the line of duty. A covered veteran is defined as an individual who was discharged or released at any time during the five (5) year period prior to the first date the eligible employee takes FMLA to care for the covered veteran. A dishonorable discharge disqualifies the veteran from coverage.

2. *State FMLA*

State law allows employees leave as follows:

- a. Up to six (6) weeks of family leave for the birth or adoption of a child. This leave must commence within 16 weeks of the birth or adoption of a child. If nonconsecutive leave is taken, the last increment of the nonconsecutive leave must commence no later than 16 weeks after the birth or adoption date.
- b. Up to two (2) weeks of family leave to care for a child, legal ward, spouse, domestic partner, or parent (including parents-in-law and parents of a domestic partner) suffering from a serious health condition.
- c. Up to two (2) weeks of medical leave for an employee to care for their own serious health condition which renders them unable to perform the essential functions of the job.
- d. Up to six (6) weeks of medical leave for bone marrow or organ donation, in accordance with the Bone Marrow and Organ Donation Leave law (Section 103.11 Wis. Stats.). [Note: This leave may run concurrent with FMLA if the bone marrow or organ donation qualifies as a serious health condition under Federal or State FMLA.]

3. *Concurrent Leave*

Leave qualifying for both Wisconsin and federal FMLA leave will count against the employee's entitlement under both laws and will run concurrently. However, when the reason(s) for qualified leave differ, the leave may not run concurrently under federal and state law, and an employee may be entitled to more than 12 weeks of leave in a calendar year. This type of leave occurrence will be evaluated and reviewed with the employee at the time of the leave. Qualified leave taken under Worker's Compensation also will run concurrently with federal FMLA leave.

4. *Non-Continuous or Intermittent Leave*

Employees are permitted to take leave provided for in this subsection C on an intermittent (blocks of time) or reduced work schedule in no less than one-hour increments, as follows:

a. Federal FMLA

- i. To care for a sick family member or for an employee's own serious health condition when medically necessary, or when it is necessary to care for a family member or next of kin who suffered an injury or illness while on active duty.
- ii. To care for a newborn, adopted, foster child when approved in advance by the City.
- iii. For military family leave when approved in advance by the City.

Note: Employees requesting non-continuous federal FMLA leave that is foreseeable based on planned medical treatment for purposes of providing care to a child, spouse or parent with a serious health condition or for the employee's own serious health condition may be required to transfer temporarily to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than the regular employment position of the employee. An employee temporarily transferred will receive the same pay and benefits, but may be assigned different duties.

- b. State FMLA for any purpose provided for in subsection C.2, so long as it does not unduly disrupt the department's operations.

The employee may not take, or be required to take, more leave than medically necessary to address the circumstances that caused the need for the leave.

5. *Pregnancy-Related Conditions*

The City does not discriminate against anyone who requests an excused absence for medical disabilities associated with pregnancy. Such leave requests will be evaluated according to the medical leave policy provisions outlined in this policy and all applicable laws.

Upon request, the City will consider providing reasonable accommodations for health conditions related to pregnancy or childbirth in accordance with all applicable laws. Depending on the accommodation requested, an employee may be required to provide medical substantiation of the need for accommodation. Accommodations may not be available if such health conditions prevent the performance of the essential functions of the employee's position.

Requests for accommodations or time off associated with pregnancy and/or childbirth that are not related to medical incapacity (such as time off for bonding, pre-birth house preparations, or child care) will be considered in the same manner as other requests for unpaid personal leave.

6. Nursing Parents

Under the PUMP Act and Section 4207 of the Patient Protection and Affordable Care Act of 2010, employees are allowed reasonable break time to express breast milk. Supervisors should, as much as possible and consistent with efficient operations, exercise the necessary flexibility to allow employees who wish to use paid breaks to express breast milk to do so even if do so falls outside of standard times for such breaks. The City shall provide appropriate private, lockable locations in each building which is the primary worksite for the employee. Bathroom facilities or facilities immediately adjacent to bathroom facilities are not appropriate locations.

7. Payments while on FMLA Leave

In general, both Wisconsin and federal FMLA leaves are unpaid. Under the Federal FMLA, the City of Sheboygan requires the leave to be charged against available and accrued paid leave (such as PTO, floating holidays, or compensatory time), including leave provided by a collective bargaining agreement. Under the Wisconsin FMLA, employees may choose substitute leave.

An employee on FMLA Leave will continue to accrue all benefits provided by City policies and collective bargaining agreements.

8. FMLA Leave for planned medical treatments

Employees who take medical leave should make reasonable efforts to schedule planned medical treatments so as not to unduly disrupt business operations.

C. Procedure

1. Employee's Request

Employees requesting leave must submit a Request for Leave form to the Human Resources Department at least 30 days, or as soon as practicable, in advance of taking

leave. If circumstances do not permit an employee to give notice in advance of taking leave, the employee must notify the Human Resources Department and submit the Request for Leave form as soon as reasonable and practical. This should be interpreted to mean within one to two working days of the employee learning of the need for leave. Failure to give timely notice may result in the delay or denial of FMLA leave and may subject you to discipline under Municipality policies.

In emergencies, if the leave request cannot be made by the employee in writing, the employee's supervisor should fill out a leave request in writing and forward it to the Human Resources Department.

Upon receipt of the request, the Human Resources Department must approve or deny the request, give reasons for any denial, and specify any additional information required as well as the employee's rights and responsibilities under federal and state FMLA, as applicable. Additionally, the Human Resources Department shall inform employees and Department Heads if leave will be designated as FMLA-protected or if it has determined that the leave is not FMLA-protected. The Human Resources shall also inform employees of the amount of leave counted against the employee's leave entitlement. Appeal of any denial or other adverse decision may be made first to the Human Resources Director, and then to Common Council, which may, at its discretion, provide for a committee thereof to hear such appeals.

When approving requests, the Human Resources Department shall provide a Designation Notice setting forth the designation of anticipated leave under federal and state FMLA law and any other designation that may be appropriate.

2. Medical Certifications

If the leave is for a family member's or the employee's serious health condition, the employee must submit a medical certification from the employee's or the family member's health care provider within 15 days. Documents containing family information must be kept confidential pursuant to the Genetic Information Nondisclosure Act (GINA).

If an employee does not provide the required certification by the designated deadline, or if the City determines that an employee's absence is not covered as FMLA leave, the leave may not be designated as Wisconsin and/or federal FMLA leave, and the employee may be subject to discipline under City attendance policies unless the employee uses accrued paid leave and/or is granted a non-FMLA leave of absence.

The City may require a second opinion and periodic certification. If a first and second opinion differ, the City may require the binding opinion of a third health care provider, approved jointly by the City and the employee and paid for by the City. When required by the City, second or third certifications shall be at the City's expense and periodic re-certifications shall be at the employee's expense. The City requires periodic reports during federal FMLA leave regarding the employee's status and intent to return to work.

3. *Employer Designation*

The City will require completion of FMLA documentation, including a Request for Leave, when an employee misses more than three (3) consecutive scheduled work days due to a qualifying FMLA event. If the leave is determined eligible, it will automatically be counted against the employee's FMLA entitlement. In such a case, the Human Resources Department shall provide a Designation Notice setting forth the designation of anticipated leave under federal and state FMLA law and any other designation that may be appropriate. Said notice shall also include any of the relevant information required by virtue of Subsection D.1 of this policy.

4. *Worker's Compensation and Light Duty*

Federal FMLA will run concurrent with worker's compensation provided that the injury meets the criteria for a "serious health condition", as defined by law. Substitution of accrued paid leave is not allowed for Worker's Compensation absences unless an applicable labor agreement provides otherwise.

If an employee accepts a light duty assignment while on worker's compensation, that time may not count against the employee's family or medical leave entitlement. If the light duty position is declined and the employee elects to stay on FMLA leave, the employee may give up their worker's compensation benefits.

5. *Health Insurance Benefits*

Group health insurance coverage will be maintained for employees while they are on FMLA leave, on the same terms as if the employee continued to work. The employee will be required to pay their regular portion of health insurance premium payments on a monthly basis.

The City may recover its share of health insurance premiums paid during a period of unpaid FMLA leave from an employee if the employee fails to return to work for a minimum of 30 calendar days after the expiration of the leave. The City may not collect the premiums if the reason the employee does not return is due to continuation, recurrence, or onset of a serious health condition that would entitle the employee to leave under FMLA, or other circumstances beyond the employee's control.

The City may discontinue health insurance benefits if the employee fails to make a premium payment within 30 days of the due date after providing written notice to the employee of the cancellation of coverage for non-payment.

6. *Other Benefits*

Other benefits under the City's Benefit plan may be continued during periods of unpaid FMLA leave, and arrangements should be made for employee's portion of the payments with the Human Resources Department.

7. *Status While on Leave*

During the leave, the employee must update the Human Resources Department at least every 30 days of their status with health care provider certification and the intention to return to work. The Human Resources Department will inform the employee's supervisor of the status of the employee's intention to return to work.

8. *Extra Leave*

Leave beyond the FMLA entitlement must be approved in advance and is subject to any collective bargaining agreements or policies and procedures.

9. *Return to Work*

The City shall provide all employees on FMLA a list of the essential functions of their position along with the "Designation Notice." All employees returning from FMLA for their own serious health condition must provide a Fitness for Duty statement signed by their treating physician and specifically indicating that the essential functions of the job can be performed. A form is available in the Human Resources Department that includes information about the requirement that the statement address the employee's ability to perform the essential functions. Upon return from FMLA leave, an employee shall be restored to his or her original position or, if the position is not vacant, to an equivalent position with equivalent pay, benefits and other terms and conditions of employment. Notwithstanding these provisions, before an employee who is unable to perform the functions of their job upon expiration of FMLA leave is terminated, the City shall consider whether other provisions of City policy or a collective bargaining agreement are applicable and whether the Americans with Disabilities Act, provisions of the Wisconsin Fair Employment Act, or other legal provisions are applicable.

Employees who return from an absence that they desire to be counted as FMLA must give notice within two (2) days of returning to work. If notice is not timely, the employee may not assert FMLA protection.

10. *Availability of Forms*

Forms referred to in this section are available through the Human Resources Department. The Human Resources Director is responsible for maintaining, updating, and making available all such forms.

D. Additional Provisions

1. *Correspondence*

Any correspondence sent to an employee on leave will be sent to their last known address filed with Human Resources. Employees must notify Human Resources of any change of address.

2. *Falsification of Forms*

An employee will be subject to disciplinary action up to and including discharge for falsifying any information required or requested as part of the process for receiving leave or benefits under the FMLA or this policy.

3. *Unlawful Acts by Employer*

FMLA makes it unlawful for any employer to:

- a. Interfere with, restrain, or deny the exercise of any right provided under FMLA; and
- b. Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Section 4.06 PERSONAL LEAVE OF ABSENCE

Only serious compelling reasons shall be considered for granting a request for a leave of absence (i.e. verifiable severe family or personal problems, employer approved educational leave, etc.) Request for leave must be submitted to the employee’s immediate supervisor at least 30 calendar days before the commencement. Each request will be reviewed on a case by case basis and decisions made on its merits. Employees shall make arrangements with the HR Department to pay fully for health and other insurance premiums if their leave will extend more than five working days. All other fringe benefits shall be suspended for the duration of the leave except the employee’s seniority date.

Section 4.07 MILITARY LEAVE OF ABSENCE

It is the policy of the City of Sheboygan to allow military leave to all employees who temporarily leave the service of the City to join the military forces of the United States. Such leave will be without pay for all regular part-time, seasonal, temporary and grant-funded non-represented employees. Regular full-time employees shall be granted a leave of absence from their position without loss of pay for a period not to exceed two consecutive calendar weeks in any calendar year. The City will pay such an employee for time lost in the amount equaling the difference between the military pay and their normal City pay.

The City of Sheboygan will allow Wisconsin Civil Air Patrol members unpaid leave for up to five consecutive days per incident, not to exceed a total of 15 days of leave in a year.

NOTE: For exigency leave please refer to the City of Sheboygan FMLA policy.

Definitions:

- A. **Escalator position.** This is established by the principle that the returning Service member is entitled to the position of civilian employment that the Service member would have attained had the Service member remained continuously employed by that civilian employer. This may be a position of greater or lesser responsibilities, to include a layoff status, when compared to the employees of the same seniority and status employed by the company.
- B. **Impossible or unreasonable.** For the purpose of determining when providing advance notice of uniformed service to an employer is impossible or unreasonable, the unavailability of an employer or employer representative to whom notification can be given, an order by competent military authority to report for uniformed service within forty-eight hours of notification, or other circumstances that the Office of the Assistant Secretary of Defense for Reserve Affairs may determine are impossible or unreasonable are sufficient justification for not providing advance notice of pending uniformed service to an employer.
- C. **Military necessity.** For the purpose of determining when providing advance notice of uniformed service is not required, a mission, operation, exercise or requirement that is classified, or a pending or ongoing mission, operation, exercise or requirement that may be compromised or otherwise adversely affected by public knowledge is sufficient justification for not providing advance notice to an employer.
- D. **Uniformed service.** Performance of duty on a voluntary or involuntary basis in the Armed Forces, the Army National Guard and the Air National Guard, the commissioned corps of the Public Health Service, and any other category of persons designated by the President in time of war or national emergency , when engaged in active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty, a period for which a person is absent from a position of employment for the purpose of an examination to determine the fitness of the person to perform such duty, and funeral honors duty performed by members of a Reserve component.

Procedures:

All employees requesting military or Civil Air Patrol leave, whether full or part-time, shall complete the Military Leave Notification form (Exhibit 1). This form shall be completed prior to said leave or the employee will be considered on an unpaid leave, unless precluded by military necessity.

Any regular, full-time employee who, by reason of membership in the United States Military Reserve is ordered by the appropriate authorities to attend a training or encampment under the supervision of the United States Armed Forces or by reason of membership in the National Guard is required by the authority thereof to do so, shall be granted a leave of absence from their position without loss of pay for a period not to exceed two consecutive calendar weeks in any calendar year. The City will pay such an

employee for time lost in the amount equaling the difference, if any, between the military pay and their normal City pay.

For a regular, full-time employee to receive the difference between the military pay and their normal City pay, the employee must complete the Military Leave Notification form prior to said leave unless precluded by military necessity. Upon return from said leave, the employee shall submit to the City the pay records from the military substantiating the pay they received during that time. For employees not contributing towards the Wisconsin Retirement System (WRS), the City shall then pay the difference in the two rates of pay, and contribute the full amount of the costs of the employee's portion of the Wisconsin Retirement Fund, but not to exceed the employee contribution rates for the period of the leave. For employees who are contributing towards the WRS, the state provides that the employee is responsible for making the WRS employee required contributions. Upon returning from unpaid military leave, the employee has the choice whether to make up all, some or none of the total WRS employee required contributions dating to the employee's military leave of absence (Exhibits 2 & 3).

- E. To preserve their rights under the Uniformed Services Employment and Reemployment Rights Act (USERRA), employees shall provide advance written or verbal notice to the City, unless precluded by military necessity or otherwise unreasonable or impossible. Reserve component members should provide notice at least 30 days in advance when it is feasible to do so. This notice requirement can be met by providing the City a copy of the unit annual training schedule and completing the Military Leave Notification form.
- F. Upon completion of service, in order to be re-employed by the City:
 1. The employee's cumulative length of absences does not exceed 5 years;
 2. The employee reports to, or submit an application for reemployment to, the Human Resources Department within the specified period based on duration of services, as described in section F; and,
 3. The person's character of service was not disqualifying as described in sections C. 4 and C. 5 below.
- G. The City is not required to reemploy a person if:
 1. The employment with the City was for a brief, non-recurrent period and there was no reasonable expectation that the employment would continue indefinitely or for a significant period.
 2. The City's circumstances have so changed as to make reemployment impossible or unreasonable.
 3. The reemployment imposes an undue hardship on the City in the case of an individual who:
 - a) Has incurred a service connected disability; or,
 - b) Is not qualified for the escalator position or the position last held and cannot become qualified for any other position of lesser status and pay after a reasonable

effort by the City to qualify the person for such positions.

4. The Service member or former Service member was separated from a uniformed service with a dishonorable or bad conduct discharge, or separated from a uniformed service under other than honorable conditions.
 5. An officer dismissed from any armed force or dropped from the rolls of any armed force as prescribed under 10 U.S.C. 1161.
 6. The cumulative length of service exceeds five years and no portion of the cumulative five years of uniformed service falls within the exceptions described in section E.
- H. The City shall not deny initial employment, reemployment, retention in employment, promotion, or any employment benefit on the basis of membership, an application for membership, performance of service or an obligation for service in the uniformed services. No person, including a non-Service member, shall be subject to employment discrimination or any adverse employment action because they have taken an action to enforce a protection afforded a Service member, has testified or made a statement in or in connection with any proceeding concerning employment and reemployment rights of a Service member, has assisted or participated in an investigation, or has otherwise exercised any right provided by USERRA.
- I. In order to retain reemployment rights and benefits provided by this policy and federal law, the cumulative length of absences from the City cannot exceed 5 years. Not counted toward this limit is:
1. Service beyond 5 years if required to complete an initial service obligation;
 2. Service during which an individual was unable to obtain release orders before the expiration of the 5-year cumulative service limit through no fault of their own;
 3. Required training for Reservists and National Guard members;
 4. Involuntary order, call to active duty or retention on active duty;
 5. Ordered to or retained on active duty during a war or national emergency declared by the President or Congress;
 6. Ordered to active duty in support of an operational mission for which personnel have been involuntarily called to active duty;
 7. Performing service in support of a critical mission or requirement as determined by the Secretary concerned;
 8. Performing service in the National Guard when ordered to active duty by the President to suppress an insurrection, repel an invasion or execute the laws of the United States; and,
 9. Voluntary recall to active duty of retired regular Coast Guard officers or retired enlisted Coast Guard members.
- J. Applications for Reemployment:
1. For service of 30 days or less or for an absence for an examination to determine the individual's fitness to perform uniformed service, the Service

member or applicant must report to work no later than the beginning of the first full regularly scheduled work period on the next calendar day following completion of service or the examination, after allowing for an eight-hour rest period following safe transportation home from the military duty location.

2. For service of 31 days or more but less than 181 days, the Service member must submit an application for reemployment no later than 14 days after completion of service or by the next full calendar day when submitting an application within the 14-day limit was impossible or unreasonable through no fault of the Service member.
3. For service of 181 days or more, the Service member must submit an application for reemployment no later than 90 days after completion of service.
4. If hospitalized or convalescing from an illness or injury incurred or aggravated during service, the Service member must, at the end of the period necessary for recovery, follow the same procedures, based on length of service, as described in sections F. 1 through F. 3 above. The period of hospitalization or convalescence may not normally exceed 2 years.
5. Anyone who fails to report or apply for reemployment within the specified period shall not automatically forfeit entitlement to reemployment rights and benefits, but is subject to the rules of conduct, established policies, general practices of the employer pertaining to explanations and discipline because of an absence from scheduled work.

K. If service is for 31 days or more, a Service member must provide documentation, upon request, that establishes:

1. Application to return to work within the prescribed time period;
2. Has not exceeded the 5-year cumulative service limit; and
3. Reemployment rights were not terminated because of character of service as described in paragraphs C. 4 and C. 5 of this policy.

Failure to provide documentation cannot serve as a basis for denying reemployment to the Service member, former Service member, or applicant if documentation does not exist or is not readily available at the time of the City's request. However, if after reemployment documentation becomes available that establishes that the Service member or former Service member does not meet one or more of the requirements contained in this policy, the City may immediately terminate the employment.

L. Position to Which Entitled Upon Reemployment

1. Reemployment position for service of 90 days or less:
 - a) The position the person would have attained if continuously employed (the "escalator" position) and if qualified to perform the duties or can become qualified after reasonable efforts by the City; or,

- b) The position in which the person was employed when they departed for uniformed service, but only if the person is not qualified to perform the duties of the escalator position, despite the City's reasonable efforts to qualify the person for the escalator position.
 - 2. Reemployment position for service of 91 days or more:
 - a) The escalator position or a position of like seniority, status and pay, the duties of which the person is qualified to perform or can become qualified after reasonable efforts by the City; or,
 - b) The position in which the person was employed when they departed for uniformed service or a position of like seniority, status and pay, the duties of which the person is qualified to perform, but only if the person is not qualified to perform the duties of the escalator position after the City has made a reasonable effort to qualify the person for the escalator position.
 - 3. If a person cannot become qualified, after reasonable efforts by the City to qualify the person, for either the escalator position or the position formerly occupied by the employee as provided in this section, for any reason (other than disability), the person must be employed in any other position of lesser status and pay that the person is qualified to perform, with full seniority.
- M. If a person who is disabled because of service cannot (after reasonable efforts by the City to accommodate the disability) be employed in the escalator position, they must be reemployed:
- 1. In any other position that is equivalent to the escalator position in terms of seniority, status, and pay that the person is qualified or can become qualified to perform with reasonable efforts by the City; or,
 - 2. In a position, consistent with the person's disability, that is the nearest approximation to the escalator or equivalent position in terms of seniority, status and pay.
- N. A person who is reemployed under USERRA is entitled to the seniority and other rights and benefits determined by seniority that the person had upon commencing uniformed service and any additional seniority and rights and benefits they would have attained if continuously employed. A person who is absent by reason of uniformed service shall be deemed to be on leave of absence from the City and is entitled to such other rights and benefits not determined by seniority as generally provided by the City to employees having similar seniority, status and pay who are also on leave of absence, as provided under the contract or policy in effect during the Service member's absence because of uniformed service, except vacation. Employees who are on an unpaid leave of absence for purposes of military leave shall not have their vacation prorated upon their return. However, such employees shall not be entitled to more than one year of benefits upon their return. The individual may be required to pay the employee cost, if any, of any funded benefit to the same extent that other employees on leave of absence are

required to pay.

- O. If, after being advised by the City of the specific rights and benefits to be lost, a Service member, former Service member or applicant of uniformed service knowingly provides written notice of intent not to seek reemployment after completion of uniformed service, they are no longer entitled to any non-seniority based rights and benefits. This includes all non-seniority-based rights and benefits provided under any contract, plan, agreement or policy in effect at the time of entry into uniformed service or established while performing such service and which are generally provided by the employer to employees having similar seniority, status and pay who are on leave of absence.
- P. A person who is reemployed following uniformed service cannot be discharged from employment, except for cause, within 1 year after the date of reemployment if that person's service was 181 days or more; or within 180 days after the date of reemployment if such service was 31 days or more but less than 181 days.
- Q. During any period of uniformed service, a person may, upon request, use any vacation, PTO, or similar leave with pay accrued before the commencement of that period of service.
- R. The City will allow the Service member to elect to continue personal health insurance coverage, and coverage for the Service member's dependents under the following circumstances:
1. The maximum period of coverage of a person and the person's dependents under such an election shall be the lesser of:
 - a) The 24-month period beginning on the date on which the person's absence begins; or
 - b) The day after the date on which the person was required to apply for or return to a position of employment as specified in this policy, and fails to do so.
 2. A person who elects to continue health plan coverage may be required to pay up to 102 percent of the full premium under the plan, except that a person on active duty for 30 days or less cannot be required to pay more than the employee's share, if any, for the coverage.
 3. An exclusion or waiting period may not be imposed in connection with the reinstatement of coverage upon reemployment if one would not have been imposed had coverage not been terminated because of service. However, an exclusion or waiting period may be imposed for coverage of any illness or injury determined by the Secretary of Veterans' Affairs to have been incurred in or aggravated during, the performance of uniformed service.
- S. A person reemployed after uniformed service shall be treated as if no break in service occurred, with the City maintaining the employee's pension benefit plan. Each period of uniformed service,

upon reemployment, shall be deemed to constitute service with the City for the purpose of determining the non-forfeitability of accrued benefits and accrual of benefits. The City is liable for funding any obligation attributable to the employer of the employee's pension benefit plan that would have been paid to the plan on behalf of that employee but for their absence during a period of uniformed service. Upon reemployment, a person has three times the period of military service, but not to exceed five years after reemployment, within which to contribute the amount they would have contributed to the pension benefit plan if they had not been absent for uniformed service. An employee is entitled to accrued benefits of the pension plan that are contingent on the making of or are derived from, employee contributions or elective deferrals only to the extent the person makes payment to the plan. *CONTACT HR FOR FORMS*

Section 4.08 BEREAVEMENT

The City shall grant employees pay for lost time up to three days due to the death in the employee's family. The City understands that families contain many relationships, both by blood and not, and it is the policy of the City that each employee can best determine who qualifies as family.

In order to be able to use any time under this provision, an employee must contact their Department Head prior to the leave and provide documentation (usually an obituary) to Human Resources establishing the deceased individual. This leave is intended to provide employees the ability to plan and/or attend a funeral service, and mourn the loss of their loved one. However, this leave is only available after the death of the decedent.

In addition to the time provided under this policy, supervisors shall allow PTO or unpaid time off to ensure employees have the adequate time needed to care for themselves during these matters. The Director of Human Resources shall be responsible for approving all leave time related to bereavement.

Section 4.09 JURY DUTY

Employees who are subpoenaed and serve on jury duty on an involuntary basis on any days which are scheduled workdays for them shall be excused for the time spent in jury service and shall receive their regular rate of pay (no greater than 8 hours of pay for each full day served) for said time served on jury duty, not to exceed sixty (60) days per calendar year, subject to the following provisions:

- a) The employee must present proof of jury duty service, stating the dates and hours per day served on jury duty.
- b) The employee shall immediately turn in the sheet provide by the Clerk of Circuit Court for each day of jury duty served. The employee is responsible for obtaining the documentation and turning it in to Human Resources.c) When the employee is excused for jury service, the employee shall report back to work within one hour to complete his/her shift unless the employee choses to utilize paid time off for the absence.

Section 4.10 UNIFORM REIMBURSEMENT

Employees who are required to wear special clothing or use special equipment for their work will receive an allowance of the following amounts:

- | | |
|-------------------------------------|----------------------------------------|
| a) Uniform Allowance: | \$100/yearly |
| b) Safety Shoes/Boots: | \$100/yearly |
| c) Glasses with safety lens: | \$50/ 2 years (with proof of purchase) |
| d) Protected Service Command Staff: | Same as Union Allowance |

Section 4.11 PARKING

City employees will receive employer paid parking in either a specific parking location or a parking lot.

Section 4.12 EMPLOYEE TRAVEL EXPENSE REIMBURSEMENT POLICY

All employees, elected officials, and members of commissions and committees who are directed or authorized to travel beyond the borders of the City, and the community in which they live, on behalf or in the service of the City shall be entitled to reimbursement for lodging, meals, transportation, communications and miscellaneous expenses upon submission of such expenses on an Expense Report along with receipts. Expenses incurred by employees will be reimbursed if they are necessary, reasonable, and of standard quality, reported and supported in proper detail, and approved by the employee's supervisor.

A. Normally Allowable Items:

1. Lodging (receipt required);
2. Meals;
 - a. Out-of-Town - Except breakfast on date of departure and dinner on date of return, unless due to unusually early departure or late return.
 - b. In Town – When hosting on a matter of City business;
3. Transportation Costs – Shall include cost of air, rail, bus, taxi, auto rental, mileage, parking and tolls; and,
4. Miscellaneous – Tips, etc.

B. Items Usually Not Allowable:

1. Personal entertainment;
2. Personal clothing, toiletries or barbershop/salon;
3. Personal travel accident and auto insurance;
4. Spousal travel;
5. Excessive expenditures in any category; and,
6. Liquor.

Employees should follow the Travel Expense Guidelines policy as published and updated by the Finance Department when determining allowable expenditures.

Section 4.13 WISCONSIN RETIREMENT SYSTEM

Employment with the City of Sheboygan may qualify an employee to participate in the Wisconsin Retirement System. The City will provide the WRS required city contribution. Employees will be required to pay the required employee portions following WRS guidelines for both Civilian Non-Represented Employees and Protected Service Non-Represented Employees.

Section 4.14 DEFERRED COMPENSATION

Employees may elect to defer a specified amount from each paycheck into a Deferred Compensation plan. The amount deducted from each paycheck shall be deposited by the City to the account of the employee for accumulation and earning under the deferred compensation plan provided by the agency selected by the employee. Deferred compensation is fully funded by the employee, the City makes no contributions.

The City will periodically allow recognized deferred compensation program agencies to meet with employees to assist them in determining their voluntary participation, by facilitating any predetermined payroll deduction, and by keeping records of such deductions.

Section 4.15 EMPLOYEE ASSISTANCE PROGRAM

The Employee Assistance Program (EAP) is a program designed to provide professional counseling services to City employees and their immediate family members. The services provided are confidential and up to six visits are free of charge. The City is not notified which employees have used the service.

Section 4.16 FITNESS CENTER REIMBURSEMENT

In order to support employee efforts of healthy living and wellness, the City of Sheboygan will reimburse benefit eligible employees up to \$50/month to offset/cover the cost of a gym membership for those employees who visit their gym eight (8) or more times a month. Employees must submit both a proof of payment and proof of participation documentation in order to be eligible to receive the reimbursement. Said reimbursement will only be for the actual cost of the employee's membership up to \$50. More information is available from the Human Resources Department.

Section 4.17 INSURANCE OPTIONS

A. Medical Coverage

The City of Sheboygan provides a comprehensive health and dental insurance plan for qualified employees, as well as other benefits including PTO. Permanent, full-time employees (regularly scheduled to work 30 or more hours per week) are eligible for all

available benefits. Permanent, part-time employees who work between 20-29 hours per week are eligible for a prorated portion of benefits.

Opt-out Payment: An eligible full-time employee may elect to waive health insurance coverage and will receive an amount determined by the City per year (pro-rated for partial year opt-out) payment. This payment will be paid in one lump sum during the last quarter of the calendar year for active employees and is a taxable benefit. Employees who leave employment will be paid out on their last payroll. (This benefit is not available to employees who received a contribution to their Health Savings Account from the City of Sheboygan in that calendar year.

Health Savings Account: For employees on the city's health insurance, the City will partially fund the employee's Health Savings Account ("HSA") following the employee's election. Single participants will receive \$750 and Family will receive \$1500. See Human Resources for details.

B. Dental Insurance

The City offers dental insurance. See Summary Plan Documents for an overview of the benefits.

C. Vision Insurance

The City offers vision insurance. See Summary Plan Documents for an overview of the benefits.

D. Life Insurance

Upon completion of the qualifying period, the City provides eligible employees with the Wisconsin Group Life Insurance Plan equal to one-times an employee's annual salary. Premiums for basic coverage are paid 50% by the City and 50% by the employee. Employees have the option to purchase up to 4 additional units of life insurance at 100% employee cost. Additional coverage available for spouse and/or children.

E. Additional Options

Insurance options and rates may change every year and the City offers several other insurance options for employees. Please see the most recent benefit guide to view all available insurance benefits for employees.

Short and Long Term Disability (if offered – voluntary) – If you choose to participate in short or long term disability, you are able to substitute any accrued leave to obtain no more than 100% of your weekly gross income.

Section 4.18 TUITION AND TRAINING REIMBURSEMENT

A. Training Reimbursement

Employees are responsible for developing and maintaining individual training and development plans. These plans will identify strategies to acquire the skills, knowledge, and abilities needed to fulfill core competencies and current responsibilities, as well as areas for growth and enhancement of skills, knowledge and abilities. Training and development plans are to be revised at least annually and must be approved by the employee and their supervisor. A copy of the approved plans (and annual revisions) is to be forwarded to HR for inclusion in the employee's personnel file.

Opportunities to participate in training programs are announced by memo to team leaders/managers. Depending on the nature and purpose of the training program, participation will be evaluated based on the department's need and individual responsibilities within each department/team. Other requests for training programs outside of the employee's responsibilities will be evaluated based on space availability. Requests to attend training programs should be made to the employee's supervisor.

It may be necessary to obtain training/education from outside companies which offer specific courses and topics relative to specialized needs. Such classes must support further objectives set forth in the employee's training and development plans. Department budgets must allocate fees, travel expenses and incidental expenses for training/education programs into the team budget.

Employees are to report completed classes, seminars, etc. to the Human Resources Team on the appropriate form so that personnel profiles can be updated.

B. Tuition Reimbursement

It is the policy of the City of Sheboygan to provide educational assistance to eligible employees in accordance with our established guidelines. This program provides reimbursement of authorized costs of tuition, books, materials and registration fees.

Application for educational assistance must be submitted in advance of registration and approved by the employee's Department Head, Human Resources and Labor Relations Director, and City Administrator. Forms for authorization and reimbursement are available from the Human Resources Team. The City of Sheboygan will reimburse employees based on the following considerations:

- Employees must have completed at least six months of continuous service prior to applying for educational assistance.
- Employees must not be on probation or formal disciplinary action.
- Employees must remain employed for the duration of the course in order to be eligible for reimbursement.
- The course(s) must be taken at an accredited educational institution.

- Courses of study must be directly related to employee's present job or determined to enhance the employee's reasonable potential for advancement, as determined by and the supervisor or Director of Human Resources and Labor Relations Director.
- All costs incurred must be verified by original receipts and transcripts of grade(s).
- Reimbursement will be made only for out of pocket costs of tuition, books, materials and registration fees and not reimbursed for those paid by other sources.
- You must receive a grade of "C" or higher or a passing grade for "Pass/Fail" courses.

The City of Sheboygan will reimburse the employee for eligible expenses equal to 100% of the total authorized costs, up to a maximum of \$2,000 per semester per calendar year, plus 50% of the next \$2,000 spent for authorized costs in the same calendar year. Such reimbursement may be deemed taxable income by the IRS.

Employee's must remain employed with the City of Sheboygan to benefit from tuition reimbursement for a minimum of three (3) years after the completion of the last course taken. If the employee leaves the City of Sheboygan prior to three (3) years after the last course, they are responsible for 100% repayment of the tuition benefit provided in the previous five (5) years.

Employees are expected to schedule class attendance and the completion of study assignments outside of their regular work hours. The educational reimbursement agreement may be terminated or revoked should an employee's job performance fall below acceptable standards or employment terminated during course of study. The City of Sheboygan may seek restitution from employees who do not complete six months of employment following receipt of educational reimbursement.

Records of all education and training programs completed by each employee must be forwarded to and will be maintained by the Human Resources Team.

Section 4.19 Adverse Weather

In the event of severe weather, the City Administrator in consultation with the Mayor and Department Heads may decide that the offices will not open. Managers will try to notify employees by telephone if they are not to report to work. In the event the City makes the decision to close the offices, all employees in the closed department who were scheduled to work will receive pay for the time they were scheduled.

In the event that City offices are not closed, but the employee is unable to report to work due to adverse weather, that employee will be required to use PTO to make up for the time missed.

Article V: EMPLOYMENT PRACTICES

Section 5.01 RULES OF CONDUCT

All City employees are expected to meet a standard of conduct appropriate to the reputation of the City. While at work employees are responsible to be aware of and abide by existing rules and regulations. It is also the responsibility of employees to perform their job duties to the best of their abilities and to the standards set forth in their job descriptions, or as otherwise established.

A. Expected Conduct

Employees are expected to conduct themselves in a positive and professional manner in order to promote the best interests of the City. Examples of appropriate employee conduct include the following (this list is NOT intended to be all-inclusive):

1. Treating all citizens, visitors and co-workers with respect and in a courteous manner;
2. Refraining from conduct that is offensive;
3. Reporting to management suspicious, unethical or illegal conduct by co-workers, citizens or business associates of the City;
4. Cooperating with any City investigation;
5. Complying with all City safety and security regulations;
6. Wearing clothing appropriate for the work being performed;
7. Performing assigned tasks efficiently and in accord with established standards;
8. Reporting to work punctually as scheduled and being at the proper work station, ready for work, at the assigned starting time;
9. Giving proper advance notice whenever unable to work or report on time;
10. Maintaining cleanliness and order in the workplace and work areas.

B. Prohibited Conduct

Any conduct that interferes with operations, discredits the City, or is offensive to citizens or co-workers will not be tolerated. The following are examples of conduct that is strictly prohibited (this list is NOT intended to be all-inclusive). At management's discretion, any violation of City policy or any conduct considered inappropriate or unsatisfactory may subject an employee to discipline up to and including termination:

1. Possession of fire arms or other weapons on City property (unless employee is required to carry a firearm or other weapon as a condition of employment or it is in an employee's car);
2. Fighting or assaulting a co-worker or citizen;
3. Threatening or intimidating co-workers, citizens, business associates, or guests;
4. Engaging in any form of sexual or other harassment;
5. Bullying
6. Reporting to work under the influence of alcohol, illegal drugs, controlled substances or other narcotics;
7. Disclosing confidential City information;
8. Falsifying or altering any City record or report, such as an employment application, medical reports, production records, time records, expense accounts, absentee reports, or shipping and receiving records;

9. Stealing, destroying, defacing, or misusing City property or another employee's or citizen's property;
10. Misusing City communications systems, including electronic mail, computers, internet, and telephones;
11. Refusing to follow management's instructions concerning a job-related matter or being insubordinate;
12. Failing to wear assigned safety equipment or failing to abide by safety rules and policies;
13. Smoking where prohibited by local ordinance or City rules;
14. Using abusive language;
15. Sleeping on the job without authorization;
16. Gambling on City property;
17. Engaging in pranks or horseplay;
18. Accepting tips or gifts in the course of work;
19. Claiming sick leave under false pretenses;
20. Working unauthorized overtime;
21. Deliberately restricting work output or encouraging another employee to do so;
22. Illegal, immoral, offensive or indecent conduct during the workday.
23. Illegal, immoral, or indecent conduct off the job if it tarnishes the image of the employer or impacts on an employee's ability to effectively interact with other employees.

Section 5.02 RULES OF ETHICS

The city maintains certain policies to guide its employees with respect to standards of conduct expected in areas where improper activities could damage the reputation and otherwise result in serious adverse consequences to the city and to employees involved. This policy outlines the Wisconsin State Statutes regarding ethical standards and guidelines established by the Wisconsin Board of Ethics.

A. Prohibited Conduct

1. *Use of office for private gain*

No public official may use their public position or office to obtain financial gain or anything of substantial value for the private benefit of themselves or their immediate family, or for an organization with which they are associated (§19.59(1)(a)). This includes the acceptance of free or discounted admissions to a professional baseball or football game. A local public official is *not* prohibited from using the title or prestige of their office to obtain campaign contributions that are permitted and reported as required by Chapter 11 of the State Statutes.

2. *Offering or receiving anything of value.*

No person may offer or give to a public official, nor may a public official solicit or accept from any person, anything of value if it could reasonably be expected to influence the public official's vote, official actions or judgment, or could reasonably be considered as a reward for

any official action or inaction on the part of the official. However, a public official is not prohibited from engaging in outside employment (§19.59(1)(b)).

A candidate for office or a public official may not utilize their vote to influence or promise to take or refrain from taking official action on matters under consideration or upon condition that any person make or refrain from making a political contribution or provide or refrain from providing any service or other thing of value, to or for the benefit of a candidate, a political party, any person who is subject to a registration requirement under §11.05, or any person making a communication that contains a reference to a clearly identified public official or candidate for public office (§19.59(1)(br)).

3. *Taking action affecting a matter in which an official has financial interest.*

A public official may not take any official action that substantially affects a matter in which the official, a member of their immediate family, or an organization with which the official is associated has a substantial financial interest. Nor, may the official's office be used in a way that directly or indirectly produces or assists in the production of a substantial benefit for the official, or one or more members of the official's immediate family, or an organization that the official is associated with.

- a. Exceptions: A public official is not prohibited from taking any action concerning the lawful payment of salaries, employee benefits or reimbursement of actual and necessary expenses. Nor is the official prohibited from taking official action to any proposed modification of a municipal ordinance (19.59(1)(c)).

4. *Bribery*

Public officials and employees are prohibited from accepting any property or other personal advantage they are not authorized to receive by anyone who promises this with the intention of influencing the public official or employee's conduct regarding any matter in which law is pending (§946.10).

5. *Misconduct in office*

- a. Public officials and employees are prohibited from:
 1. Intentionally failing or refusing to perform a known mandatory, nondiscretionary, ministerial duty of their office or employment within the time or in the manner required by law (§946.12(1)).
 2. Performing an act knowingly in excess of their lawful authority or one in which they know they are forbidden by law to do in their official capacity (§946.12(2)).
 3. Whether by act of commission or omission, exercising a discretionary power in a manner inconsistent with the duties of their office or employment or the rights of others and with intention to obtain a dishonest advantage for themselves or another (§946.12(3)).
 4. Intentionally falsifying an account, record book, return, certificate, report or statement in the officer or employee's official capacity (§946.12(4)).

5. Intentionally soliciting or accepting anything of value, known by the officer or employee to be greater or less than is fixed by law, for the performance of any service or duty (§946.12(5)).

6. *Tickets and access to premium areas*

- a. Local public officials should not accept or purchase a ticket to an event, access to a loge, skybox or other premium area unless it can be clearly demonstrated that:
 1. The transaction is not prohibited under other sections of the statutes; and
 2. The ticket or access can't be expected to influence or reward an official's vote, actions, inactions or judgment; and either
 3. The ticket or access is offered for reasons unrelated to the official's current or previous office; or
 4. The ticket or access is available to the general public in the same manner (§19.45(2); §19.59(1)(a)).
- b. Exceptions
 1. **Substantive or ceremonial governmental responsibilities:** If an official's participation in an event is due to substantive or ceremonial governmental responsibilities for the benefit of the government, an official may attend the event without payment or on terms not available to the general public (§19.56(3)(c)).
 2. **Ticket of no pecuniary value:** If ticket or access is of no pecuniary value, an official may accept it.
 3. **Admission to certain stadiums:** An official should not accept a discount on the use of a skybox, private luxury box, or on the price of admission or parking at any major stadium, fieldhouse and/or sports or entertainment venue (§19.451)

7. *Sale to employees*

The governing body of a city and any department is prohibited from selling to employees any article, material, product or merchandise, except meals, public services and equipment required for the safety or health of the employees (§175.10).

8. *Sale to licensees*

The governing body of a city may not sell or offer to sell to any person holding or applying for a license any bond, material, product or thing which may be used by the licensee in carrying on the business subject to licensure (§125.51(b)).

B. Private interest in public contracts (§946.13)

1. **Private action:** An official or employee is prohibited from negotiating, bidding or entering into a contract in which they have a private pecuniary interest, direct or indirect, if the officer or employee is authorized or required by law to participate in the making of the contract or perform some official function requiring the exercise of discretion (§946.13(1)(a)).
2. **Official action:**

- a. An official or employee is prohibited from participating in the making of a contract or performing some function requiring the exercise of discretion in which they have a private pecuniary interest, direct or indirect (§946.13(1)(b)).
 - b. This section is not applicable to an officer or employee by reason of their holding not more than 2% of the outstanding capital stock of a corporate body involved in such contract (§946.13(5)).
- 3. A contract entered into in violation of this section is void and the city in whose behalf the contract was made incurs no liability (§946.13(3)).** This section is not applicable to contracts creating a public debt (as defined in §18.01(4)), if the requirements of §18.14(1) have been met. No evidence of indebtedness (as defined in §18.01(3)) shall be invalidated on account of a violation of this section by an official or employee, but such officer or employee and the surety on the officer's or employee's official bond shall be liable to the state for any loss to it occasioned by such violation (§946.13(6))

C. Eligibility of Other Officers

1. Members of the Common Council are not eligible for any office or position that has been created by, or the selection to which is vested in, the board or council, unless they resign from the board or council before being appointed to an office or position which was not created during the member's term in office (§66.0501(2)).
2. Members of a Common Council or Board may be represented on boards and commissions where no additional compensation (except a per diem), is paid to the representatives of the governing body and the tenure of the representatives is fixed. A representative who is a member of a board or commission may receive a per diem only if the remaining members of the board or commission may receive a per diem (§66.0501(2)).
3. Members of a Common Council may run for a new or existing elective office, but the compatibility doctrine applies if the member is elected and would be required to choose between two elected offices. Individuals may run for two elected offices at the same time (§8.03(2m)).

D. Incompatibility Doctrine (§66.11(2))

1. An official cannot hold two offices or an office and a position where one is superior to the other, or from a public policy perspective, it is improper for one person to perform the duties of both positions. Generally, municipal governing body

members may not hold other municipal offices or positions, unless specifically authorized by statute. However, elected officials can serve as volunteer firefighters or EMT's when the annual compensation is \$2,500 or less (including fringe benefits) (§66.11(4)).

2. Elected officials are prohibited, during their elected term, from taking municipal jobs created during their term of office, even if they resign. A governing body member may be appointed to an office or position which was not created during the member's term in office, as long as the member resigns first.
3. Governing body members may run at any time for a new or existing office, but, if elected, "incompatibility doctrine" applies.
4. Governing body members may be appointed to serve on local boards or commissions where no salary is paid to such board members.

E. State Code of Ethics Guidelines

1. *Receipt of goods and services*

- a. Under the State Board of Ethics, local public officials may accept and retain:
 1. Items and services offered unrelated to the official's position (i.e. food, drink, transportation, and lodging) (§19.59(1)(a)), and which could not be expected to influence or reward an official's vote, action or judgment.
 2. Expenses provided by or for the benefit of the governmental unit.
 3. Items of insubstantial value.
- b. Officials should not accept:
 1. Items or services offered that are more than nominal value because of an official's public position.
 2. Items that could influence an official's vote, actions or judgment.
 3. Items or services that could be considered a reward for an official's action or inaction.
 4. Transportation or traveling accommodations which would normally be charged.

2. *Seminars and conferences*

Officials may accept food, drink, travel and lodging that is provided by or approved by the event's organizer and approved by the governmental unit. Food, drink and entertainment provided outside of the conference or activities at hospitality suites or receptions should not be accepted.

3. *Participating in general policy decisions*

Officials may participate in actions where they have a personal interest as long as:

- a. The action affects a class of similarly-situated interests;
- b. The interest or the effect of the action on the interests of the official, an immediate family member, or an organization the official is associated with is not significant when compared to other members of the class.

4. *Creating or modifying a policy*

When called upon to circulate a rule or issue a policy, a public official may participate in the action, even though it may affect them, a member of their immediate family, or an organization with which they are associated, as long as:

- a. The official's action affects a whole class of similarly-situated interests.
- b. The official's interest, or that of their family, or the associated organization is insignificant when compared to all affected interests in the class.
- c. The action's effect on the official's interest, or that of their family, or the associated organization is neither significantly greater nor less than upon other members of the class.

5. *Abstaining from official action*

When a matter comes before a board, commission or other body in which the official is a member and should not participate, the official should leave that portion of the meeting that involves discussion, deliberations or votes related to the matter, and the meetings minutes should reflect this.

F. Local Ordinances

The city has enacted Sheboygan Municipal Code, Article 2- III, Division 2 establishing a Code of Ethics for public officials and employees.

G. Ethics Advisory Opinions

1. Individual (personally or on behalf of an organization or governmental body) or appointing officer (with the consent of a prospective appointee) may request of the city attorney, an advisory opinion regarding the propriety of any matter to which the person is or may become a party.

2. Advisory opinions and requests shall be in writing. Any individual requesting an advisory opinion or any individuals or organizations mentioned in the opinion shall not be made public, unless the individual, organization or governmental body consents to it and alterations are made to the summary of the opinion, which prevents disclosure of the identities of individuals involved in the opinion.

Section 5.03 ATTENDANCE/TARDINESS POLICY

Regular attendance, reporting for work on time, and working to the end of the work period is expected of each employee. Unsatisfactory attendance, including reporting late, or quitting early, may be cause for disciplinary action up to and including discharge.

- A. Reporting Absences/Tardiness: An employee who is absent from work must call his/her immediate supervisor or the Department Head as soon as possible, but no later than one-half (1/2) hour before the established starting time. The employee must indicate an anticipated return to work date at that time. If the return to work date changes, the employee must immediately notify their supervisor or Department Head of the new date. Employees must personally call in each day they are absent unless previous arrangements are made with their supervisor to cover such situations such as surgery, hospitalization, long recuperation, or similar circumstances. Employees who fail to notify their supervisor or Department Head of an absence or tardiness may result in discipline. Employees who miss work due to tardiness will not be paid for lost time nor will they be allowed to make the time up.
- B. Leaving During Working Hours: Other than Administrative Managers, Department Heads and supervisors, all other employees must obtain permission from their supervisor or Department Head prior to leaving during work hours, unless the need to leave is due to an emergency. Failure to notify a supervisor/Department Head in a nonemergency situation may result in disciplinary action.
- C. Employees who are absent from work due to illness or injury for three consecutive work days will be required to submit a certificate of illness signed by a licensed physician upon request, and a release to return to work signed by a licensed physician in some cases prior to being permitted to return to work. If the employee's time off was a covered FMLA absence, then return to work provisions under the FMLA policy will apply.
- D. In the case of suspected abuse of sick leave, or to determine fitness for duty, the City may request a doctor's excuse or fitness for duty certification at any time.
- E. The employment relationship shall be broken and considered a resignation if an employee:
 1. Is absent from work for three (3) consecutive workdays without notification;
 2. Fails to report to work within ten (10) days after having been recalled from layoff;
 or

3. Fails to report for work at the termination of an authorized leave of absence.
- F. FMLA absences are considered approved time off and not counted against an employee for disciplinary purposes.

Section 5.04 WORKPLACE VIOLENCE AND WEAPONS PROHIBITION

The city is committed to providing a safe workplace for its employees and a safe environment for the residents of the community, and has a zero-tolerance policy toward any intimidating, threatening or violent behavior at the workplace. This policy applies to any form of violence occurring on the worksite, or involving city employees engaged in the performance of their work duties whether on or off the worksite. Violence occurring at other locations involving city employees will come under this policy if it adversely affects the interests of the city. In addition, this policy applies to domestic violence situations when physical harm, threat of harm or fear of harm creates a safety issue for any employee while performing their job. Domestic violence threats at work must be met with the same level of response as any other kind of threat. Supervisors/directors will work to the extent reasonably possible to ensure that employees are free from intimidating, threatening and violent behavior while at work.

Patrons and employees are prohibited from bringing authorized, concealed and/or unconcealed weapons, as defined by state statute (i.e. handgun, knife, bully club or taser) to the worksite, including the storage of weapons with their personal belongings in the workplace. This prohibition does not include firearms stored in an employee's personal vehicle, even while on city business, and do not apply if the firearm is in a vehicle driven or parked in a parking facility, or to any part of the building, grounds or lands used as a parking facility, as well as city parks (this restriction does not apply to employees who use city-provided vehicles). Law enforcement officers employed by the City of Sheboygan Police Department or other agencies may bring firearms to the worksite if authorized by the Chief of Police.

Patrons and employees are prohibited from carrying a concealed or unconcealed weapon in a law enforcement facility, jail, secure mental health facility as defined by state law, courthouse (including areas used as municipal courts while in session) and anywhere beyond the security checkpoint at an airport [this prohibition does not apply to vehicles driven or parked at such locations].

Patrons and employees who carry authorized, concealed or unconcealed weapons or display intimidating, threatening and/or violent behavior will be held accountable under city policy and work rules, as well as local, state and federal law. An employee who harasses, threatens, attempts to or inflicts bodily harm to co-workers, representatives of other agencies, or members of the general public is in violation of this policy. All city directors/supervisors and employees are responsible for committing to and becoming involved in the prevention of workplace violence and promotion of a safe work environment.

Violence is defined as any direct, conditional or implied threat, intentional act or other conduct which reasonably arouses fear, hostility, intimidation or the apprehension of harm in its target or witnesses, regardless of the location of such acts. Workplace violence includes vandalism or the destruction of property at the worksite belonging to an employee, resident, vendor or the city.

The city property includes all items owned or leased. Weapons include any item which, in the manner it is used or intended to be used is likely to produce death, physical injury or property damage.

Workplace violence includes intimidations or threats, which is an implication or expression of intent to inflict physical or emotional harm and/or actions that a reasonable person would perceive as a threat to personal safety or property. Threatening behaviors include, but are not limited to:

- Non-verbal threats (i.e. glaring, starting with intent to intimidate, or insulting gestures)
- Mail, facsimile, messages, phone calls, texts, e-mail or any correspondence deemed by a reasonable person to be intimidating, threatening or coercing.
- Intimidating, stalking or coercing fellow employees on or off premises at any time, for any purpose, that in the employer's judgment affects the interest of the city.

A. Responsibilities and Reporting Procedures

1. Employer Responsibilities

- a. The city will provide a posted notice prohibiting firearms. The posted notice will be at least 5 inches by 7 inches, and will notify individuals not to enter to remain in a part of the building with a firearm (or a particular type of firearm), and will be prominently posted in a place near all of the entrances to the part(s) of buildings to which the restriction applies and any individual entering the building can be reasonably expected to see the sign which may say "Notice: No Firearms Allowed on Premises", "Security Notice: No Concealed Weapons Allowed" or "No Concealed Weapons Allowed on This Property".

The city shall establish a Threat Assessment Team Consisting of a representative from the following Department(s), Police, Fire, Administration, Human Resources and the City Attorney to determine the course of action and the communication plan for the organization and the employee impacted by such an event.

2. Employee Responsibilities

- a. All city employees have a responsibility to notify the police department of the presence of a concealed or unconcealed weapon.

- b. All city employees have a responsibility to notify their immediate supervisor/director, or in the absence of their supervisor, another supervisor/director, of any intimidating or threatening behavior that they witness, receive or have been told that another person has witnessed or received. The notified supervisor shall determine whether to contact the police department.
 - c. Employee involvement entails understanding and complying with the prevention program and security measures; participating in complaint or suggestion procedures covering safety and security concerns; participating on teams when assigned that receive reports of incidents or problems; conducting inspections and making recommendations for corrective strategies; and participating in training and education programs that cover techniques to recognize escalating agitation, assaultive behavior or criminal intent, and discussing appropriate responses.
3. Management Responsibilities
- a. All supervisors/directors have a responsibility to review this policy with new employees and periodically review this policy with all employees within their department. Additionally, they are responsible for maintaining a working environment that is as safe as possible for city employees.
 - b. If information received determines there may be potential for a threatening or violent situation, it is the supervisor's/director's responsibility to immediately notify the police department and/or the Crisis Management Individual/Team, the individual or team responsible for threat assessment or crisis management, which is a multi-disciplined team may include senior administrators, safety and protective service personnel, and Human Resources and City Attorney. Supervisors/Directors are required to maintain a written record that documents the incident until such time as that information is turned over to the crisis management individual team, the individual or team responsible for threat assessment or crisis management in their respective building.
 - c. Supervisors can help prevent workplace violence and threats by: knowing the early behavior pattern warning signs, knowing the sequence of workplace violence, and reducing the risk of violence. Periodic employee surveys should be conducted for ideas on the potential for violence, holes in security and other risk factors.

B. Retaliation

1. Retaliation against any employee for filing a complaint of workplace violence, or for assisting, testifying, or participating in the investigation of such a complaint, is illegal and is prohibited by the City of Sheboygan and by federal statutes.
2. Retaliation is a form of employee misconduct. Any evidence of retaliation shall be considered a separate violation of this policy and shall be handled by the same complaint procedures established for workplace violence complaints.
3. Monitoring to ensure that retaliation does not occur is the responsibility of city administration, supervisors and the appropriate internal investigative authority.

C. Restraining Orders

1. Individuals who apply for and obtain an injunction or restraining order must provide to their supervisor/director and/or the Safety Officer:
 - a. A copy of the petition and declaration used to seek the order.
 - b. A copy of any temporary protective restraining order and/or
 - c. A copy of a protective restraining order that is made permanent.
2. In cases of potential discrimination and/or sexual harassment allegations or charges, directors/supervisors are obligated to begin the investigatory process.

D. Violence Prevention

1. *Training:* It is critical that the city develop and conduct workplace violence prevention training programs at minimum every other year, including but not limited to topics such as Anti-Harassment, Civility and Tolerance.
2. *Worksite Analysis:* To the extent possible the city should assess the work environment for signs of potential violence or workplace hazards. Formal assessments may include, but are not limited to: analysis of the physical jobsite, operations and procedures for existing or potential hazards for violence, the city's vulnerability to violence and a determination of appropriate preventive actions, a review of discipline, medical, safety, worker's compensation, and insurance records (including OSHA 300 logs and police reports) to identify incidents of threats or violence, trends pertaining to particular areas, units, jobs, activities or times, the frequency and severity of incidents, and the establishment of a baseline for measuring improvement.

The following are examples of different types of preventative measures that may be taken:

- a. **Engineering Measures:** New construction or physical changes to city facilities to control access; installation of alarm systems, panic buttons, cellular phones,

cameras, motion detectors and the like; installation of metal detection devices to discover weapons; mirrors, effective indoor and outdoor lighting, windows in offices; escape routes for employees; secure restrooms, lounges and locker areas for employees; and locking access to unused doors (keeping local fire codes in mind).

- b. Administrative Control Measures:** Rules that clearly prohibit violence, harassment, fighting, weapons, drugs and alcohol, etc.; requiring employees to report threats, harassment and assaults; employee procedures for responding to danger created by intruders, customers or clients; assistance to employees in requesting police help, filing charges and obtaining protective orders; working with law enforcement agencies to maintain security and report incidents; setting procedures and responsibilities for periodic evaluation of security hazards and solutions; ensuring adequate staff coverage at all times; identification cards, badges, sign-in logs, etc. for employees and visitors; providing security escorts to parking lots during late or evening hours or in dangerous areas; limiting situations when employees work alone; confidentiality of personnel information, such as address, phone and work schedule; and flexible leaves, schedules and transfer policies for those at risk.

Section 5.05 DRUG FREE WORKPLACE POLICY

It is the policy of the City of Sheboygan to provide a drug-free workplace for all of its employees. The City requires that employees neither use nor be under the influence of drugs, intoxicants, alcohol, narcotics or any other controlled substance(s) and that a zero-tolerance standard shall prevail in the workplace. The City recognizes the importance of maintaining a safe, efficient and healthful workplace, as well as the social responsibility to aid its employees to the extent possible. Therefore, employees are expected to report to work free from any alcohol or controlled substances that could inhibit their ability to perform their duties.

Reporting of Drug Conviction:

As required by the Drug Free Workplace Act, Public Law 100-690, Title V, Subtitle D, all City employees are hereby notified that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, alcohol or drug paraphernalia is strictly prohibited in the workplace. Furthermore, this law makes it a condition of employment that all City employees abide by the Drug and Alcohol-Free Workplace Policy. The employee must notify the City (your immediate supervisor or the Human Resources Director) of any drug statute conviction for a violation occurring in the workplace no later than five (5) days after such a conviction. Within ten (10) days of receiving such notice of conviction, the City will notify the appropriate federal contracting or granting agency as required. The Federal law requires this action.

An employee's failure to abide by the terms of the above paragraph will result in disciplinary action up to and including termination of employment. The actual action taken will be based upon the seriousness of the offense, the employee's past employment record, and the employee's willingness to participate in drug or alcohol abuse assistance or rehabilitation program.

Section 5.06 CITY DRUG AND ALCOHOL POLICY

The City recognizes that the use and/or abuse of illegal drugs and/or alcohol, as well as the abuse of prescribed medications, can have a significant impact on the workplace in terms of safety, worker's compensation claims, sick pay benefits, absenteeism and productivity. The City also recognizes the legal duty to provide a safe workplace. Moreover, the City is concerned about the health and well-being of those employees who use and/or abuse drugs and/or alcohol. In all cases where on-duty impairment an employee by alcohol or drugs is suspected, it shall be there responsibility of the employee's supervisor to assure that the employee safely returns home after any actions under this section are taken.

A. Policy Statement:

It is the City's policy that employee use, manufacture, distribution, possession or sale of illegal drugs at any time, and on the job use of or impairment by drugs and/or alcohol is prohibited. The City will subject its employees to drug and/or alcohol testing as set forth in this policy.

This policy supplements the City's D.O.T. (Department of Transportation) drug and alcohol testing policy covering employees who have a CDL (Commercial Driver's License) and are regularly or occasionally operating a commercial motor vehicle as defined by D.O.T. regulations and will apply to situations not covered under that policy. For employees covered under the D.O.T. drug and alcohol testing policy, in the event a more restrictive provision applies under the already existing policies, the more restrictive provision will apply.

B. Drug and Alcohol Tests

1. *Reasonable Suspicion*

An employee is required to submit to an alcohol or controlled substance test upon a supervisor's reasonable suspicion to believe that the employee is in violation of this policy. The determination of reasonable suspicion must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee. The observations may include indications of the chronic and withdrawal effects of controlled substances.

a. Reasonable Suspicion Testing Procedure

1. Upon the employee's removal from the job site, the supervisor should contact the Human Resource Department. If contact cannot be made at that time, the supervisor should proceed to the next step of this procedure and make contact with the Human Resource Department as soon thereafter as possible.
2. The supervisor is to then take the employee to the collection site for drug and/or alcohol testing, and must remain at the site until the test is completed.
3. If the alcohol test is conducted more than two (2) hours, but less than eight (8) hours, after the supervisor makes the reasonable suspicion determination, the supervisor should, if feasible, complete a report explaining the reason for the delay in conducting the test. If the alcohol test is not conducted within eight (8) hours after the supervisor makes such

reasonable suspicion determination, or if the drug test is not conducted within twenty-four (24) hours after such determination, the supervisor should, if feasible, complete a report explaining the reasons why the test was not conducted.

4. Once the drug and/or alcohol test has been completed the supervisor is to make arrangements for the employee to be taken home. The employee will not be permitted to drive their own car home at that time. The employee may have a family member or a friend pick them up or the supervisor may take the employee home.
5. The employee is to be advised not to report to work. The City will contact the employee once the test results are known (this normally takes 24-48 hours) and a decision has been made as to the employee's status.
6. The results of the drug and/or alcohol test will be sent directly to the Human Resource Department. When the results are obtained, the employee's supervisor(s) will meet with the Human Resource Department Representative to determine the appropriate course of action to be taken.
7. This is a confidential process. Test results will be held strictly confidential and are not to be discussed or shared with anyone who does not need to know. Likewise, a supervisor must not discuss the suspected reason for a referral or termination with anyone who does not need to know.
8. Once the test has been completed and the employee has been taken home, the supervisor must submit a written report to the Human Resources Department outlining in detail what happened and what behavior was observed that led the supervisor to believe the employee was under the influence of alcohol and/or drugs. This report is to be done within 24 hours of testing.

2. *Return-to-Duty/Follow-Up Testing*

An employee is required to undergo an alcohol and/or drug test prior to returning to duty, following a violation of this policy and evaluation by a substance abuse professional (SAP). The results of the test must indicate an alcohol concentration of less than 0.02 and/or a negative result for drug use. The City is responsible for deciding whether the employee is returned to duty.

Following successful compliance with a recommendation for education and/or treatment, the employee must submit to the follow-up testing plan established by the SAP, which shall be provided to the City of Sheboygan. The City must carry out the SAP's follow up testing requirements and must ensure that the tests are unannounced with no pattern to their timing and that the employee is given no advance notice.

3. *Test Refusal*

The following behavior constitutes a test refusal for drugs and alcohol:

- a. Failure to appear for the test in the time frame specified by the City of Sheboygan
- b. Failure to remain at the testing site until the testing process is completed
- c. Failure to provide a urine specimen, saliva or breath specimen, as applicable.

- d. Failure to provide a sufficient volume of urine or breath without a valid medical explanation for the failure.
- e. Failure to undergo a medical examination as part of the verification process.
- f. Failure to cooperate with any part of the testing process.
- g. Failure to permit the observation or monitoring of specimen donation when so required.
- h. Failure to take a second test required by the City or collector.
- i. A drug test result that is verified by the MRO as adulterated or substituted (applicable to drug test only).

4. *Results of a Positive Alcohol or Drug Test*

Any employee who tests positive for drugs or for alcohol concentration of 0.02 or higher is subject to discipline, up to and including discharge.

5. *Controlled Substances, Over-the-Counter, and Prescription Medications*

a. Non-Safety Sensitive Positions

Prescription and over-the-counter drugs are not prohibited when taken in standard dosage and/or according to a physician's prescription. Any employee taking prescribed or over-the-counter medications will be responsible for consulting the prescribing physician and/or pharmacist to ascertain whether the medication may interfere with safe performance of his/her job. If the use of a medication could compromise the safety of the employee, fellow employees or the public, it is the employee's responsibility to use appropriate personnel procedures (i.e. call in sick, use leave, request change of duty, change medications, notify supervisor, notify City Occupational Health Clinic) to avoid unsafe workplace practices.

b. Safety-Sensitive Positions

The following positions are deemed safety-sensitive and must following the protocol outlined in this section of the policy: All sworn fire personnel, Police Department Chief, Police Department Captains, Police Department Lieutenants, Police Department Sergeants, Police Department Officers, Police Department Communications and Electronics Technician, Police Department Community Service Officers, Police Department Fleet Mechanic, Building Inspectors, Code Enforcement Officers, Public Works Director, Public Works Supervisors, Public Works Superintendents, Public Works Engineers, Public Works Engineering Technicians, Public Works GIS Project Specialist, Public Works Maintenance Workers, Public Works Seasonal Maintenance Workers, Public Works Bridge Tenders, Public Works Technicians, Public Works Electrician, Public Works Foremen, Public Works Heavy Equipment Operators, Public Works Equipment Operators, Public Works City Forester, Public Works Arborist, Public Works Cemetery Worker, Senior Services Program and Wellness Coordinator, Mead Public Library Public Safety Specialist, Transit Utility Director, Transit Utility Dispatchers, Transit Utility SET Supervisor, Transit Utility Mechanics, Transit Utility Fixed Route and Paratransit Operators, Parking Utility Director, Parking Utility Maintenance Workers, Parking Utility Lead and Maintenance/Ground Workers, Wastewater Utility Superintendent, Wastewater Utility Assistant Superintendent, Wastewater Utility Supervisors, Wastewater Utility Technicians, Wastewater Utility Process System/OPCO, Wastewater Utility Mechanics, Wastewater Utility Operators, Motor Vehicle Supervisor, Motor Vehicle Mechanics.

Before performing any work-related duties, employees must notify their supervisor if they are taking any legally prescribed medication, therapeutic drug (to include the use of CBD Oils), or any non-prescription (over-the-counter) drug especially if it contains any measurable amount of alcohol or if it carries a warning label that indicates the employee's mental functioning, motor skills, or judgment may be adversely affected by the use of this medication. It is the responsibility of the employee to inform their physician of the type of safety-sensitive function that they perform in order that the physician may determine if the prescribed substance could interfere with the safe and effective performance of their duties or operation of City of Sheboygan, vehicle and other equipment. However, as required by the Federal Regulations, any employee who uses or possesses medication containing alcohol or any substance which would cause a positive test while on duty or who tests positive for alcohol or controlled substance(s) will be removed from his or her position, and subject to the provisions of this policy, even though the reason for the positive test is the fact that the employee's prescription medication contains alcohol or a controlled substance.

The appropriate use of Rx and OTC is not prohibited. A legally prescribed drug is one where the employee has a prescription or other written approval from a physician for the use of the drug in the course of medical treatment. The prescription must include the patient's name, the name of the substance, quantity/amount to be taken, and the period of authorization. The misuse or abuse of legal controlled substances while performing City business is prohibited.

It is the responsibility of any employee to remove themselves from service if they are experiencing any adverse effects from medication or the use of a medication that could compromise the safety of the employee, fellow employees or the public. It is the employee's responsibility to use appropriate personnel procedures (i.e., call in sick, use leave, request change of duty, notify supervisor, notify City Occupational Health Clinic) to avoid unsafe workplace practices.

The City may require an employee to provide documentation from a medical professional verifying the use of a prescription or a legal non-prescription controlled substance will not impair his/her ability to safely and effectively perform his/her job. A physician must specifically advise the employee that the substances in a prescription will not adversely affect the employee's ability to safely perform their job.

Depending on the circumstances, employees may be reassigned, prohibited from performing certain tasks, or prohibited from working if they are determined to be unable to perform their jobs safely and properly while taking the prescription.

6. *Medical Review Officer (MRO)*

The MRO serves as an independent, impartial gatekeeper regarding the accuracy and integrity of drug testing. As a safeguard to quality and accuracy, the MRO reviews each test for accuracy.

When the laboratory reports a confirmed positive, adulterated, substituted, or invalid drug test from the laboratory, test results are reviewed and interpreted by the MRO before they are reported to the City. The MRO conducts a verification process with

the employee during which time he/she will obtain information to determine if an alternative medical explanation for the test result.

If the MRO determines that a legitimate medical explanation exists, the drug test result may be reported as negative to the City. Even if there is a legitimate medical explanation and verifies a negative test, the MRO has a responsibility to raise fitness-for-duty considerations with the City. When no legitimate medical reason is established, the MRO may verify a test result as a positive or refusal to test, as applicable.

7. *Confidentiality of Records*

The City respects the confidentiality and privacy rights of all employees. Accordingly, the results of any test administered under this policy and the identity of any employee participating in the City's EAP or other assessment or treatment program will not be revealed by the City to anyone except as required by law. The City will release any employee's records as directed by the express written consent of the employee authorizing release to an identified person. In addition, the City will ensure that any lab, agency or Medical Review Officer (MRO) used to conduct testing under this policy will maintain the confidentiality of employee test records.

The Medical Review Officer (MRO) will not reveal individual test results to anyone except the individual tested, unless the MRO has been presented with a written authorization from the tested employee. The City may be requested by the MRO to have a tested employee contact the MRO if the employee was unable to be reached after a minimum of three (3) attempts over a 24-hour period. The MRO will disclose information related to a verified positive drug or alcohol test of an individual to the Director of Human Resources. The City may disclose information to the employee or to the decision maker in a lawsuit, grievance or other proceeding by or on behalf of the individual which arises from any action taken in response to a positive drug or alcohol test; or as required by law, including court orders and subpoenas; or upon the tested employee's written authorization and consent.

All records related to drug and alcohol tests of individual employees will be maintained in individual files separate from the employee's personnel file. These records will be stored in a locked cabinet and access will only be allowed to those City employees who have a legitimate need to review the records of a particular employee.

C. Prevention and Rehabilitation

The goals of this policy are prevention and rehabilitation whenever possible, rather than discipline or termination. The City encourages employees who have an alcohol or other drug problem to seek help to deal with their problem.

Help is available through the City's Employee Assistance Program (EAP). For more details on this program, view the EAP information in the resources section in ESS.

Section 5.07 DRUG AND ALOCHOL POLICY - D.O.T. COVERED EMPLOYEES

The City of Sheboygan recognizes that the use and/or abuse of alcohol or controlled substances by drivers of our commercial motor vehicles present a serious threat to the safety and health of the driver and the general public. It is the policy of the City of Sheboygan that its drivers should be free of drugs and alcohol at all times while performing any work for the organization, or while on any city property. In order to further the goal of obtaining a drug-free and alcohol-free environment, and to be in full compliance with the DOT-regulated testing requirements of 49 CFR Parts 40 and 382, the City of Sheboygan has implemented a drug and alcohol testing program which is designed to help reduce and prevent vehicle accidents and injuries to the organization's employees and the public, to discourage substance use and alcohol abuse, and to reduce absenteeism, accidents, health care costs, and other drug and alcohol-related problems.

The Federal Motor Carrier Safety Administration (FMCSA) has issued federal regulations (49 CFR Parts 40 and 382) implementing the provisions of the federal Omnibus Transportation Employee Testing Act of 1991 which requires alcohol and controlled substance testing of drivers who are required to have a commercial driver's license (CDL). These regulations include detailed procedures for urine drug testing and breath alcohol testing of employees involved in safety-sensitive functions. Impacted employees can find the specifics of these requirements in the DOT Regulated Employees Drug and Alcohol Policy Documents available on ESS and from their Department Head.

Section 5.08 USE OF CITY EQUIPMENT

The City of Sheboygan provides any supplies, uniforms, equipment, vehicles and materials necessary for employees to perform their job. These items are to be used solely for City related business. Employees will not:

1. Obtain, use or divert city property, including records, for personal use and/or benefit;
2. Materially alter or destroy City property or records without proper authorization; and,
3. Borrow or use City property, unless for City work related use. Any removal of City property for personal non-work-related use is not permissible.

Employees are expected to exercise care in the use of City equipment and property and use such property only for authorized purposes. Loss, damages or theft of City property should be reported to supervisors immediately. Negligence in the care and use of City property may be considered grounds for discipline, up to and including discharge.

Section 5.09 VEHICLE AND DRIVING POLICY

In order to establish and maintain a high level of professionalism in the operation of motor vehicles and equipment within the scope of employment and office, which applies to all City employees and elected officials, the City has created the following standards:

- A. Use of Personal Vehicle on City Business:

1. Requires prior approval (except elected officials) of the appropriate administrative manager;
2. The employee must have auto insurance with the following minimum acceptable limits: \$100,000 liability per person and \$300,000 per occurrence, \$50,000 property damage coverage, and \$100,000 per person and \$300,000 per accident uninsured motorist protection. Reimbursement for mileage shall not be paid if an individual is not in compliance with this requirement;
3. Employees and officials providing their own vehicle to be used on City business will be reimbursed on a per mile basis at a rate determined by the City. All maintenance, operating, insurance and other expenses are the responsibility of the employee and elected official. The employee's or elected official's insurance shall be considered primary.
4. If the employee's or elected official's regular vehicle is out of service or otherwise unavailable, it is the employee's or elected official's responsibility to provide an alternate vehicle;
5. Motorcycles and/or mopeds shall not under any circumstances be used to conduct City business and are not eligible for mileage reimbursement;
6. It is the responsibility of an employee to immediately inform his/her supervisor of any restriction, suspension or revocation of driving privileges that would affect his/her legal ability to operate a vehicle on City business. Failure to comply with this requirement shall result in disciplinary action up to and including termination. An elected official whose driving privilege is restricted, suspended or revoked shall not use his vehicle on City business; and,
7. An employee's failure to comply with City policy, loss of driving privileges or fraudulent reporting of vehicle use could result in disciplinary action or loss of the privilege to operate a vehicle on City business. The City may review the driving records of employees who are required to drive in the course of their employment.

B. Use of City Owned Vehicles:

The operation of a City-owned vehicle is a privilege that may be withdrawn at any time at the sole discretion of the City. An employee or elected official shall not operate a City vehicle of any type unless he/she complies with the following:

1. Maintains a valid Wisconsin Driver's License at all times and maintains a satisfactory driving record. An employee shall immediately report to his/her supervisor any loss or restriction of driving privileges. Failure to immediately inform the supervisor of any restriction, suspension or revocation of driving privileges will result in disciplinary action up to and including termination;

2. Performs all required maintenance and equipment checks in accordance with department policy and keeps the windows and interior clean at all times; and,
3. Does not authorize non-City employees to operate or ride in a City vehicle without departmental permission.

C. Personal Use of City Owned Vehicles:

1. Due to the nature of certain positions, employees may be assigned the use of city owned vehicles. Supervisor approval is required for use of any city vehicle. Upon approval, at times, this assignment may require the employee use the vehicle for transportation to and from their personal residence.
2. Generally speaking, personal use of city owned vehicles is limited to trips to and from home and work locations. However, brief stops along the way to and from a personal residence may be permitted. Brief stops are considered a de minimis benefit; i.e., the stop is so small or insignificant that accounting for it would be unreasonable or administratively impractical and would not be treated as taxable income to the employee. An example of this is an employee who stops for lunch or runs a personal errand while driving a City car on business.
3. If an employee uses the city vehicle for other personal use, proper records of personal use must be maintained by the employee and submitted as established under general city policy and IRS regulations.

D. Seat Belt Use:

All City employees and volunteers are required to use seat belts when operating either their private or City owned vehicle as a part of their job. Any employee who is on duty and is a passenger in another person's vehicle is also required to wear a seat belt.

Employees traveling in a vehicle that does not have seat belts or whose daily job duties are specifically exempted by State Statutes are not covered under this rule.

Section 5.10 CELL PHONE USAGE

The City recognizes the advantages of using cellular phones and Smartphones to conduct City business. In determining which employees will be approved to carry one of these devices, the following criteria will be considered:

1. Employee's position
2. Whether the employee is out in the field as part of their regular duties
3. Whether the employee regularly works in an "on call" capacity
4. Whether the employee has a responsibility for key City operations and is required to respond to emergency incidents

5. Whether the employee is away from their desk or office (while working) for considerable periods of time, and the resulting lack of communication impacts their ability to perform their work
6. Whether the employee needs mobile communication for personal safety

If the device requested is a Smartphone, such as an iPhone or Android (i.e., a cellular device that is capable of both sending and receiving phone calls as well as data such as e-mail), it may be necessary for the employee to respond to e-mail conversations in real time as essential to efficiently perform their duties OR there is a need for the employee to have access to e-mail in order to be notified of emergencies outside of work hours

If a Supervisor wishes to request approval for one of these devices for an employee, the request and justification should be made by the Department Head and to Human Resources and Information Technology in writing.

On a monthly basis, the Purchasing and/or Finance Department shall review each department's City-provided cell phone usage to confirm appropriate use. The Information Technology Department and/or appropriate Department Head will also periodically review usage to verify compliance. Any anomalies or concerns shall be reported to the Director of Human Resources and Labor Relations, and/or the City Administrator.

On an annual basis, Department Heads must conduct a review of the individual cell phone and Smartphone assignments to determine if there is a continuing need, and if the cost is justified.

Any equipment issued by the City of Sheboygan is City property. Loss, theft or damage to a City issued cell phone/device shall be reported immediately to the employee's direct supervisor. Loss or theft of a cell phone/device under the "Personal Device" policy shall also be reported immediately to the employee's direct supervisor. If the employee is found to be at fault for the loss of the City issued cell phone due to gross negligence, this may result in disciplinary action. Each Department shall immediately contact the Information Technology Department upon receiving information of a loss, theft or damage to a City issued cell phone/device or BYOD device. The Information Technology Department is authorized to clear all confidential City information from the phone remotely. This includes City issued phones and phones under the BYOD policy. This may result in personal information being erased from the device as well.

The City prohibits excessive personal calls, texts or other messaging during the workday regardless of the device those phone calls take place on. This interferes with employee productivity. Excessive personal communications may result in disciplinary action.

Employees who are not required by their job duties to use telecommunication equipment for City business but are granted access to the City's information on their personal device out of convenience must adhere to this policy. In addition, only standard business use is to be utilized on personal or city provided devices.

Employees are prohibited from sending, receiving, or accessing electronic communication that is insulting, profane, vulgar, lewd, indecent, sexually explicit, illegal, profit-making, political, unprofessional, or in violation of the City's policies while using a personal or City owned device during work hours. This does not apply to an employee's personal device during non-working hours.

A. Use of City Provided Cell Phones

City owned cell phones and Smartphones are intended for City business only. Personal use of City owned phones is restricted to essential personal calls. Essential personal calls are defined as calls of a minimal duration and frequency that are critical in nature, and are not practical to be made from another phone or at another time. Examples of essential personal calls are calls to arrange for care of a child or other family emergency, to alert a family member of an unexpected delay due to a change in work schedule, to arrange for transportation or service in the event of car trouble, etc.

Personal use of a City cell phone or Smartphone is not intended to be a fringe benefit. Employees have no expectation of privacy or confidentiality in electronic communication sent, received, or accessed on City issued cell phones or Smartphones. As such, the City has the right to monitor, review, audit and otherwise access the content of all electronic communication sent, received, or accessed on City issued cell phones or Smartphones with or without prior notice to the employee for both non-investigative work-related reasons, and for investigation of employee misconduct. Employees are responsible for keeping track of and identifying their personal calls. No more than 30 minutes of essential personal calls should be made and/or received per month ("de minimis use"). Employees making or receiving excessive personal calls on a City cell phone are expected to reimburse the City for any costs or charges relating to personal use of their cell phones. In the event that the department head's review of usage indicates that an employee may have exceeded the de minimis use standard, the employee must document the business purpose of each call that is not a call to a City telephone or cell phone number. The documentation for these calls must include who was called and for what business purpose. Any call that cannot be documented for a business purpose will be treated as a personal (unauthorized) call and must be reimbursed to the City at the per minute rate established under the current City cell phone service contract.

For City phones where texting is enabled for business use, only essential texts, based on the same criteria above, are allowed. No more than 6 non-business texts should be sent per month. The reimbursement policy for telephone calls also applies to personal texts.

Employees are expected to use a City cell or Smartphone responsibly and in accordance with this policy and any applicable work rules. Use of a City cell phone in violation of the City's policies

and work rules, including, but not limited to excessive personal use beyond the di minimis use standard, may result in revocation of the cell phone or smartphone assignment and disciplinary action against the employee, up to and including termination.

Electronic communication made on City issued cell phones is subject to state record retention requirements and may be subject to the Wisconsin Public Records Law. The content of employee electronic communication may be subject to disclosure in litigation, audits, and other purposes. Users are authorized limited incidental use of the City's issued cell phones for personal purposes, but employees have no expectation of privacy or confidentiality in such use. Personal devices of employees being used for government business are subject to the same legal requirement under the Wisconsin Public Records Law in communications related to City business. Communications of purely personal nature are exempt. By accepting reimbursement for their device, employees are authorizing the Information Technology Department to have access to their device.

B. Use of Personal Cell Phone for City Business

The City understands the inconvenience of carrying two phones – one for personal use, and one for business use, and therefore offers certain employees the ability to use their personal phone for City business. This provision is only available for employees approved to carry a City cell phone or Smartphone for City business as qualified under the eligibility and approval process detailed previously in this policy and is subject to Department Head and Human Resources recommendation and City Administrator Approval.

If an employee wishes to purchase and maintain their own device for personal use, and further wishes to use this device for business, they may do so after the City's Information Technology Department is consulted to confirm the device meets the data access and security requirements. The City assumes no responsibility for repairs, replacements, troubleshooting or the carrier's reception quality. The City of Sheboygan Information Technology Department will not provide maintenance under this policy.

By choosing to use a personal device, the employee agrees to password protect their cell phone and provide the IT Department the ability to wipe City e-mails and documents in the event that the device is lost or stolen or the employee leaves City employment. Additionally, the employee consents to the retrieval of files and documents from the device in order to recover City records and documents.

The City is required to comply with the Wisconsin Public Records Law, including electronic media. All messages / data that are transferred from a City server to a personal telephone device will be subject to the public record law obligations of the City. Such messages and data shall be archived by the City on its own internal servers. Text messages sent and / or received and phone logs pertaining to City business will be retrieved from the employee's personal service provider if required for compliance with the public records law.

Employees who wish to use their personal device for City business must agree to cooperate with and assist the City in obtaining records from the employee's service provider if required for

purposes of public records, an investigation or as a result of litigation. For purposes of open records requests, purely personal calls, emails and texts evince no violation of law or policy will be redacted and not released under open records law. Employees have no expectation of privacy or confidentiality in electronic communication related to official City business sent, received, or accessed on personal devices under this policy. Furthermore, the employee consents to a review of their device in relation to City business or employee discipline. Failure to cooperate with a reasonable City request to review the personal device could result in discipline action, including revocation of cell phone privileges, and discipline, up to an including termination of employment.

Section 5.11 TECHNOLOGY AND ELECTRONIC COMMS SYSTEMS POLICY

A. Use of Technology

1. Access and Authority

- a. Each Department Head shall determine which employees in their department shall have access to the City of Sheboygan-owned and City of Sheboygan-provided technology, based on business practices and necessity, and who shall have authority to communicate on behalf of the City of Sheboygan through the utilization of and access to such technology.
- b. The provisions of this policy shall apply to the use of City of Sheboygan-owned/provided technology.
- c. City of Sheboygan-owned/-provided technology may be removed from city premises solely for City of Sheboygan work-related purposes pursuant to prior authorization from the Department Head.

2. Prohibited Uses of Municipality-Owned/-Provided Technology

- a. Employees are prohibited from engaging in the following activities while using technology that is owned or provided by the City of Sheboygan:
 1. Engaging in personal, non-City of Sheboygan-related activities, including activities for gain or profit (e.g., consulting for pay or advertising or selling goods or services for personal gain);
 2. Copying, disseminating, or printing copyrighted or other protected materials, which can include articles, images, games, and other software, in violation of the law;
 3. Accessing, sending, soliciting, displaying, printing, or otherwise disseminating material that is reasonably likely to harass, threaten, or embarrass others or that is obscene, defamatory, discriminatory, fraudulent, or otherwise inappropriate in a professional environment;

4. Searching for, accessing, or transmitting content that is reasonably likely to be perceived as offensive or disparaging of others, including content that is sexually explicit, profane, pornographic, disrespectful, disparaging based on race, national origin, sex, sexual orientation, age, disability, religious, or political beliefs or any other legally protected basis;
5. Engaging in illegal activities or using the technology for any illegal purposes, including initiating or receiving communications that would violate any laws or regulations;
6. Engaging in activities that interfere with or disrupt the work of other employees or which are otherwise contrary to the City of Sheboygan's business interests;
7. Except as specifically authorized, gaining access by using any access control mechanism (e.g., login name, password, etc.) not assigned to the user, or permitting anyone to have access by using another person's access control mechanism;
8. Unless first authorized by the City of Sheboygan's Information Technology Department, downloading, transferring to or from, or deleting software or data from technology. Employees must never install downloaded software to networked storage devices without the assistance and approval of appropriate personnel.
9. Unless first authorized by the City of Sheboygan's Information Technology Department, disabling, tampering with, or otherwise adjusting any anti-virus, anti-malware, or other similar software installed on the City of Sheboygan's technology.
10. Engaging in any transaction or other conduct that, if done through other means other than through the use of technology, would not be authorized or lawful.

If an employee has a question about whether a particular use of the City of Sheboygan's technology is proper, then they should consult their Department Head before engaging in such use.

3. *Personal Use*

- a. Except as otherwise stated herein, technology is provided by the City of Sheboygan for business use during the employee's work time. Limited, occasional, or incidental use of technology for personal non-business purposes is permitted as set forth below:

1. Personal use must not interfere with the productivity of the employee or their co-workers;
2. Personal use must not involve any prohibited activity (see Section I.B.2);
3. Personal use must not consume system resources or storage capacity on an ongoing basis
4. Personal use must not involve large file transfers or otherwise deplete system resources available for business purposes;

4. *Access to Municipality-Owned/-Provided Technology*

Employees utilizing the City of Sheboygan-owned/-provided technology shall have no expectation of privacy in regards to use of such technology. An employee's use of the City of Sheboygan's technology constitutes acceptance of the city's monitoring and disclosure of such use. Use of the City of Sheboygan's technology can be limited by the city at any time for any reason. The City of Sheboygan may consent to the disclosure of information from use of technology or any other property, the city may consent or authorize a law enforcement agency to search or review the city's technology, and the City of Sheboygan may use such information for its intentions and purposes.

B. ELECTRONIC COMMUNICATIONS SYSTEMS

1. *Appropriate Use of Electronic Communication System*

- a. Employees must respect the confidentiality of other individuals' electronic communications. Except in cases in which explicit authorization has been granted by the Information Systems Director, employees are prohibited from engaging in, or attempting to engage in:
 1. Monitoring or intercepting the files or electronic communications of other employees or third parties;
 2. Hacking or obtaining access to systems or accounts they are not authorized to use;
 3. Using other people's log-ins or passwords; and
 4. Breaching, testing, or monitoring computer or network security measures.
- b. No e-mail or other electronic communications can be sent that attempt to hide the identity of the sender or represent the sender as someone else.

- c. Electronic media and services should not be used in a manner that is likely to cause network congestion or significantly hamper the ability of other people to access and use the system.
- d. Anyone obtaining electronic access to other organizations', business', companies', municipalities' or individuals' materials must respect all copyrights and cannot copy, retrieve, modify, or forward copyrighted materials except as permitted by the copyright owner.

Employees must understand that the unauthorized use or independent installation of non-standard software or data may cause computers and networks to function erratically, improperly, or cause data loss. Therefore, before installing any new software or data, users should seek assistance of the IT Department. Users must never install downloaded software to networked storage devices without the assistance and approval of appropriate personnel. Most of the City's computing facilities automatically check for viruses before files and data which are transferred into the system from external sources are run or otherwise accessed. On computers where virus scanning takes place automatically, the virus scanning software must not be disabled, modified, uninstalled, or otherwise inactivated. If you are uncertain as to whether the workstation you are using is capable of detecting viruses automatically, or you are unsure whether the data has been adequately checked for viruses, you should contact the Information System Department's Help Desk.

Anyone receiving an electronic communication in error shall notify the sender immediately. The communication may be privileged, confidential and/or exempt from disclosure under applicable law. Such privilege and confidentiality shall be respected.

- e. Employees are prohibited from engaging in the following activities while engaging in the use of the electronic communications system:
 1. Personal business on City time (e.g. sports pools, games, shopping, correspondence, or other non-business-related items/documents), except as otherwise allowed under #3 below;
 2. Discriminatory or harassing;
 3. Derogatory to any individual or group;
 4. Obscene as defined in Wis. Stats. § 944.21;
 5. Defamatory or threatening; or
 6. Engaged in for any purpose that is illegal or contrary to the City's policy or business interests.

- f. For the protection, integrity and security of the City's System, electronic media shall not be used to download or transfer software, unless authorized by the Information Systems Director.

If an employee has a question about whether a particular use of the city's electronic communications system is proper, then they should consult their Department Head before engaging in such use.

2. *Personal Use*

- a. Except as otherwise provided, electronic media and services are provided by the City for employees' business use during City time. Limited, occasional, or incidental use of electronic media (sending or receiving) for personal non-business purposes is permitted as set forth below:
1. Personal use is limited to breaks, lunch or immediately before/after work;
 2. Personal use must not interfere with the productivity of the employee or his or her co-workers;
 3. Personal use does not involve any prohibited activity;
 4. Personal use does not consume system resources or storage capacity on an ongoing basis;
 5. Personal use does not involve large file transfers or otherwise deplete system resources available for business purposes.
- b. City telephones and cellular phones are to be used for City business. However, brief, limited personal use is permitted during the work day.
- c. Employees should not have any expectation of privacy with respect to personal use of the City's electronic media or services.

3. *Monitoring and Accessing the Use of the Electronic Communications System*

- a. Communications sent or received through the electronic communications system are subject to monitoring, access, auditing, interception, and disclosure by the City of Sheboygan at the city's sole discretion and as permitted by law. As such, no expectation of privacy shall apply to such use, including when such use is for the transmission or receipt of private or personal communications. All communications sent or received through the electronic communications system may constitute a public record under Wisconsin's Public Records Law and, as a result, may be subject to disclosure under the law. Therefore, employees are prohibited from deleting any such communications so as to ensure compliance with the City of Sheboygan's retention requirements. To the extent possible, employees should avoid sending and receiving personal messages through the electronic communications system, particularly when such messages are private or confidential in nature. If an internal communication is business related and confidential, it should be distributed personally or by a confidential routing envelope and not by e-mail

or other electronic forms. If an external communication is business related and confidential, careful dissemination of such communication is required. To ensure careful dissemination of external, confidential communications, employees should consult their Department Head before sending the communication in question.

- b. Electronic communications may reside on the electronic communications system in different recoverable forms (system backup, sent mail folders, spool queues, etc.). Employees should not assume that deleting a personal electronic communication removes all incidents of their existence. If there is a review of the information or an investigation, litigation, or other proceeding that requires or makes desirable the review or production of Employer records, it is likely that electronic communications will be requested and potentially disclosed.

C. PASSWORDS AND ENCRYPTION

1. Access to certain technology and electronic communications systems may require the use of a log-in identification and password. All such log-in identifications and passwords may be assigned to an employee or may be created by the employee using such technology and shall be immediately filed in writing with the appropriate Department Head.
2. Each time an employee changes a log-in identification or password from that which is on file with the Department Head, the employee shall immediately file the new log-in identification and password with the Department Head. Whenever requested, employees are required to cooperate with the City of Sheboygan for purposes of disclosing the log-in identification and password associated with technology. Log-in identifications and passwords constitute the property of the City of Sheboygan and, thus, failure to cooperate with the disclosure of such information may subject an employee to discipline, as well as pursuit of criminal or civil liability. Employees have no expectation of privacy in login identifications and passwords.
3. Unless otherwise authorized or consistent with this policy, employees are required to keep log-in identifications and passwords strictly confidential. Log-in identifications and passwords are never to be disclosed through nonconfidential sources such as over the telephone, through electronic communications, or otherwise posted in public areas.
4. Unless otherwise authorized, employees are strictly prohibited from encrypting any data, software, files, or other information stored, received, sent, or otherwise transmitted on or through technology. Employees are likewise prohibited from installing any encryption software or programs on such technology. Employees with a business need to encrypt certain data, software, files, or other information are required to obtain written

authorization from their Department Head before engaging in encryption. Any passwords and log-in information associated with an employee's encryption must be immediately filed with the appropriate Department Head, and any changes to such log-in information or passwords must be provided to the appropriate Department Head at the time of such change.

Section 5.12 SOCIAL MEDIA AND NETWORKING POLICY

The City of Sheboygan has an overriding interest and expectation in deciding what is “announced” or “spoken” on behalf of the city through the use of social media. This policy establishes guidelines for the establishment and use of social media by the City of Sheboygan for conveying information about the city and its events and activities. This policy also establishes guidance for employees acting in a personal capacity when using social media.

The City of Sheboygan's intent is to create a “government speech forum” or a “limited forum” devoted exclusively to the city's postings to the public. Nothing in this policy shall be applied to prohibit or infringe upon any communication, speech or expression that is protected or privileged under law. This includes speech and expression protected under state or federal constitutions as well as labor laws or other applicable laws.

A. City Website

The City of Sheboygan's website (<http://www.sheboyganwi.gov>) is the City of Sheboygan's primary and predominant internet presence. All of the City of Sheboygan's website content and social media sites that are posted by departments and offices will be subject to approval by the City Administrator or designee. Social media use should complement rather than replace the City of Sheboygan's primary website. Only employees pre-authorized by the City Administrator or designee are authorized to post content on the City of Sheboygan's website.

B. Employee Personal Use of Social Media

1. Employees shall not use their government-issued email address for their primary login for personal social media profiles and/or platforms.
2. Employees should be mindful that personal social media platforms may be subject to legal discovery or record requests.
3. Employees are discouraged from sending or accepting social media friend requests to or from City of Sheboygan clients or contractors, with the exception of LinkedIn requests.
4. Employees shall not conduct any official City business through their personal social media sites. All official City social media content and posts shall be conducted through City social media sites.
5. Employees should ensure that their personal social media sites are personal in nature and are used to only share personal opinion or non-work-related information, with the exception of advertising for the city.
6. When an employee is posting on or from their personal social media c count, a disclaimer is required whenever that post, 1. Refers to work being done by the City, or 2. Refers to any City related business or issue. Such disclaimer should clearly state that “the views or comments expressed are my own and do not represent the City's positions, strategies, opinions, or views.”

7. Employees should not use their personal accounts when responding and commenting to questions about City work and operations, and instead should direct traffic and communication to official City pages or websites.
8. Posted content has the potential to be shared broadly, including with individuals you did not intend to communicate. Therefore, an employee is responsible for ensuring that any content related to work is consistent with the City policy regarding how to treat co-workers. For example, an employee should not post content that would violate the City's policy regarding discrimination and harassment.
9. Employees may not post, share, or upload onto their personal page any media containing City personnel, clients, or City of Sheboygan residents, gained in the course of employment without the express permission of the person. This includes images, video, or audio taken at any City sponsored event, inside any City facility, or any other work-related event.
10. Employees should be mindful that being on social media brings with it the possibility that people outside of the intended audience may see or read posts. Further, as an employee of the City, each employee has the potential to be assumed to be a representative of the City at any time. Dishonorable content such as racial, ethnic, sexual, religious, and physical disability slurs are not tolerated in the workplace, and if such a post affects the ability for an employee to effectively do their job at the city, discipline may occur, up to and including termination.

C. Department Use of Social Media

1. Department Heads are responsible for deciding whether the use of social media is appropriate for their department. In the event that it is determined that a department will create or use a social media platform, the Department Head is responsible for maintaining and approving all posts and content.
2. A Department Head may elect to place other employees in charge of the day to day posting, however the Department Head remains the responsible party for any questions, actions, or record requests.
3. Department Social Media platforms are to be used only for City business and events. Department Heads are responsible for ensuring that each platform used is used appropriately.
4. No employee may request the personal social media username and password from any potential or current employee.
5. Use of all social media platforms shall adhere to applicable state, federal, local laws, and regulations, including copyright and trademark infringement laws.
6. The City reserves the right to restrict or remove any content that it deems in violation of this policy or any applicable law.
7. No post may contain video footage or photographs of a minor under the age of 18 without consent by a parent or guardian, unless the minor is unidentifiable. In no case shall the Department identify the minor by name in any posting.
8. No department may post any content related to or including the name of any candidate who is running for any political office.
9. Social media posts should be treated as an extension of the City's official website. Whenever possible, links should direct viewers back to the City's official website for more information.

10. Every departmental page must have at least three (3) individuals listed as an admin on their page, one of whom is the Department Head, and should provide that list to the City Administrator.
11. No post may be removed without the approval of an attorney for the City.

D. Record Retention

The City of Sheboygan must retain all social media content published by the city for the purposes of public records retention as may be required by applicable law. Records required to be maintained pursuant to a relevant records retention schedule for the required retention period in a format that preserves the integrity of the record and is accessible. Any content removed by the City of Sheboygan based on these guidelines must be retained in accordance with the applicable retention schedule including the time, date and identity of the poster, when available.

E. Open Meetings Law Compliance

All conduct by officials serving on a governmental body must comply with Wisconsin's Open Meetings Law. Officials should refrain from discussing business or action of the governmental body with one another while using social media. Authorized employees publishing on the City of Sheboygan's social media profile should not engage officials serving on a governmental body when engaging in the City of Sheboygan's social media activity.

F. Compliance with Policy

The City of Sheboygan reserves the right to monitor and analyze social media use to ensure compliance with policy, directives and expectations, to evaluate use, and to recommend and implement changes to use of social media, among other legitimate government interests. Failure to comply with this policy by any employee may result in disciplinary action up to and including termination of employment. Failure to comply with this policy by any officeholder may result in pursuit of any lawful action against any official in violation of policy.

Section 5.13 CONFIDENTIALITY

The City of Sheboygan recognizes employees may have access to confidential information including Private Health Information ("PHI"), Personally Identifiable Information ("PII"), private payroll and/or miscellaneous data from computer printouts, software, profits, costs, services performed, pricing, etc., and any other information not available to the public.

You may not copy, discuss or distribute any confidential program, material, or other information which comes into your possession as a result of employment with the City of Sheboygan, other than for an approved use. In addition, confidential business information shall not be disclosed via e-mail, the internet or any social media, such as blogging, Facebook, Twitter, instant messaging, etc. In all circumstances, the City of Sheboygan prohibits the recording of information involving customer privacy, HIPAA-protected health information or other proprietary information relating to the City of Sheboygan.

Employees, vendors, elected officials and volunteers may be asked to sign and comply with the provisions of a confidentiality agreement with the City of Sheboygan. Whether or not a confidentiality agreement is signed, all information related to the City of Sheboygan not available to the public must be treated as confidential. It is a condition of employment that such information be maintained on a confidential basis and used prudently to serve the best interest of the City of Sheboygan.

In addition, it is against the City of Sheboygan policy for any employee to work for another company, contractor, or organization or the like during his/her “on-duty” hours. Employees who engage in such activity are subject to disciplinary action, including termination of employment on the first offense.

Requests for confidential information from any internal or external source, or requests for media interviews, should be referred to the Office of the City Attorney or City Administrator.

If in doubt as to whether any program, material or other information is confidential, you must ask the City Attorney, Assistant City Attorney, or Director of Human Resources and Labor Relations prior to such disclosure.

Upon termination of employment, you will be required to return all materials and information, and any copies of such materials, to your supervisor.

Unauthorized release or misuse of City of Sheboygan information, including employees, contractors, elected officials and volunteers, will be investigated thoroughly. Any actions found to have violated this policy will face corrective action, including termination of employment and/or possible personal/criminal liability, subject to criminal sanctions under the Privacy Act, for any violation that may occur due to an oversight or negligence.

Section 5.14 DRESS CODE

At the City of Sheboygan, we strive to present a positive and professional image to the community we serve. This guidelines policy serves a large number of city employees. However, employees who are part of a Collective Bargaining Agreement (CBA) and/or work within a department with additional Dress and Grooming guidelines policy may experience differences. Employees should consult their supervisor/director to clarify the appropriate dress and grooming guidelines policy within their respective department.

We ask that our City of Sheboygan employees use good judgment when deciding what to wear to work. Employees will wear attire appropriate to their workday and anticipate interaction with customers. In general, the acceptable attire for city workplaces is business casual clothing.

Employee identification (ID) badge, or each departments’ respective form of ID, should be worn during work hours whenever possible. There may be instances, such as while running equipment, where it may be hazardous to wear an ID badge. If an employee is not able to wear an ID badge for safety reasons, the employee should have the ID badge accessible for security reasons.

Supervisors/Directors are responsible for assuring that employees are appropriately dressed for their assigned work area. If a supervisor/director determines that an employee's dress is not appropriate, the supervisor/director should discuss the attire with the employee, or contact the Human Resources Department to engage in that discussion.

Employees' are expected to take pride in representing the City of Sheboygan and the residents we serve. We ask our employees to please avoid the following items unless approved by your supervisor:

- Sweat pants or pajama pants
- Exercise wear
- Extremely worn out and torn pants or jeans
- Shorts
- Shirts with significant holes or frays (t-shirt and/or sleeved shirt)
- Tank tops, muscle shirts, crop tops, halter tops
- Caps/hats (unless required for your position)
- Any clothing displaying offensive language, signs or symbols, or political endorsements

Section 5.15 POLITICAL ACTIVITY

Employees will not be discriminated in favor or against because of political contribution, permitted political activity or neutrality. Employees may not engage in any form of political activity on-the-job. Employees may not engage in political activity off-the-job to such an extent that it interferes with doing his/her job.

Section 5.16 SMOKING AND TOBACCO USE

It is the policy of the City that any City employee who continues to smoke during working hours will limit such smoking only during the employee's normal break(s) or lunch period. Failure to comply will subject the employee to discipline up to and including termination. No employee will be permitted to use tobacco or e-cigarettes while in a City building or in any City-owned vehicle. Failure to comply will subject the employee to discipline up to and including termination.

Under Sheboygan Municipal Code, no employee shall smoke within 25 feet of a main entrance of any City owned Building.

Section 5.17 SECONDARY EMPLOYMENT

Employment with the City by regular part-time and regular full-time employees should be considered the employee's primary employment. Secondary employment with other entities must not conflict, whether real or implied, with the duties of the employee. The City shall have priority call on the services of its employees regardless of any conflict with secondary employment. An employee who engages in secondary employment must clearly define himself or herself as an employee of the secondary employer and not act or treat himself or herself as an employee or agent

of the City. Employees must still comply with all policies, rules and general expectations of conduct when engaging in off-duty behavior regardless of such secondary employment. The City may terminate the employment of an employee whose secondary employment may interfere with the performance of his or her work, where a conflict, whether real or implied exists, where the interests of the City are impacted as a result of the secondary employment, or where such employment or conduct negatively affects the image of the City or its employees. An employee will not be permitted to work for another employer while on a leave of absence or while absent for illness from the City. An employee who holds secondary employment while employed by the City must notify his or her supervisor of such secondary employment.

Employees who engage in outside employment shall not conduct any business related to such employment on City premises or during hours in which such employees are working for the City or advertise the outside employment either directly or indirectly on City premises during work.

Section 5.18 EMPLOYEE PERSONAL RELATIONSHIPS

The City of Sheboygan strongly believes that an environment where employees maintain clear boundaries between employee personal and business interactions is most effective for conducting business. Although this policy does not prevent the development of friendships or romantic relationships between coworkers, it does establish very clear boundaries as to how relationships will progress during working hours and within the working environment. Individuals in supervisory relationships or other influential roles are subject to more stringent requirements under this policy due to their status as role models, their access to sensitive information, and their ability to influence others.

- A. During working time and in working areas employees are expected to keep personal exchanges limited so that others are not distracted or offended by such exchanges and so that productivity is maintained.
- B. During non-working time, such as lunches, breaks and before and after work periods, employees are not precluded from having appropriate personal conversations in non-work areas as long as their conversations and behaviors could in no way be perceived as offensive or uncomfortable to a reasonable person.
- C. Employees are strictly prohibited from engaging in physical contact that would in any way be deemed inappropriate by a reasonable person while anywhere on City premises, whether during working hours or not.
- D. Employees who allow personal relationships with coworkers to affect the working environment will be subject to the appropriate provisions of the City's disciplinary policy. An employee's failure to change such behavior and maintain work performance and environment is viewed as a serious disciplinary matter.
- E. Employee off-duty conduct is generally regarded as private, as long as such conduct does not create problems within the workplace. An exception to this private-conduct

- principle, however, is romantic or sexual relationships between supervisors and subordinates, which are never appropriate.
- F. Supervisors, managers, executives, or anyone else in sensitive or influential positions must disclose the existence of any relationship with another coworker that has progressed beyond a platonic friendship. Disclosure may be made to the immediate supervisor or the Human Resources Manager. This disclosure will enable the organization to determine whether any conflict of interest exists because of the relative positions of the individuals involved.
 - G. Where problems or potential risks are identified, the organization will work with the parties involved to consider options for resolving the problem. The initial solution may be to make sure that the parties involved no longer work together on matters where one is able to influence the other or act for or regarding the other. Matters such as hiring, firing, promotions, performance management, compensation decisions, financial transactions, etc. are examples of situations that may require reallocation of duties to avoid any actual or perceived reward or disadvantage. In some cases, other measures may be necessary such as transfer to other positions or departments. Refusal to accept reasonable alternative positions, if available, will be deemed a voluntary resignation.
 - H. Continued failure to work with the organization to resolve such a situation in a mutually agreeable fashion may ultimately be deemed insubordination and therefore serve as cause for discipline, up to and including, termination. The organization's disciplinary policy will be consulted to ensure consistency, however, before any such extreme measures are undertaken.
 - I. The provisions of this policy apply regardless of the sexual orientation of the parties involved.
 - J. Where doubts exist as to the specific meaning of the terms used above, employees should consult their supervisors and make judgments on the basis of the overall spirit and intent of this policy.
 - K. Notwithstanding anything else contained in this policy, there are certain positions for which very close personal and romantic relationships with fellow employees are never acceptable. This includes such relationships between supervisors and subordinates. In addition, because of the sensitive nature of personal employee information available to members of the Human Resources Department, it is never appropriate for members of the Human Resources Department to have close personal and romantic relationships with any other City employee.
 - L. Any employee who feels they have been disadvantaged as a result of this policy, or who believes this policy is not being adhered to, should make their feelings known to the Human Resources Manager or other designated individual.

Section 5.19 PUBLIC RECORDS

It is public policy that all individuals are entitled to as much information as provided by law regarding the affairs of government and the official actions of representatives of government.

Per Wisconsin Statute §19.34(1), the City of Sheboygan is required to adopt, display and make available for inspection and copying at its offices, a notice containing a description of the City and the established times and places at which the public may obtain information and access to records from the legal custodian of the department, make requests for records, or obtain copies of records, and how much will be charged for the copies. Per Wisconsin Statute §19.34 2(a) and 2(b), access to records must be provided during office hours if there are regular hours at the location where the record is. If there are not regular hours, the City must provide access (1) on 48 hours advance notice; or (2) in an established period of at least 2 consecutive hours per week.

A record requester shall be allowed to inspect or copy a record and the City must provide facilities comparable to those used by its employees during established office hours. The City is not required to purchase or lease equipment or to provide a separate room for the inspection, copying or abstracting of records (§19.35 (2). However, the law does not require the immediate, unlimited access to records, and there are certain records that may not be disclosed to the public under any circumstances. Under no circumstances is the City required to create a record to respond to a public records request. In addition, the law permits a records custodian time to reflect upon the request and assure a proper disclosure is made.

Upon receiving a request for open records under the Wisconsin Public Records Law, record custodians shall follow the following procedures:

1. Do not agree, upon first contact with the requestor, to release any records;
2. If the request is made orally, memorialize the information sought. Advise the requestor that he/she will receive a response as soon as practicable and without delay. Do not promise a response by any particular date.
3. Contact the City Attorney's Office for advice and guidance as to your response.

Section 5.20 GIFTS AND FAVORS

City employees are trusted to act in the public's best interest when fulfilling their employment duties. It is inconsistent with that trust to accept gifts or favors for the execution of their duties.

City employees shall not directly or indirectly solicit or accept any personal gifts, favors, services, money or anything with an individual or cumulative value of \$40.00 or more from the public or any organization. Employees shall not accept gifts, money, or anything of value for services which they are employed by the City to provide.

Employees are required to immediately disclose to their Supervisor and the Human Resources Department any offer or receipt of a gift or money or anything of value which may tend to influence the impartial discharge of the employee's duties from any person, business entity or other organization to the employee or a member of his/her immediate family.

Employees with enforcement/inspection/decision-making responsibilities should bear in mind that the donor of gifts, presents, or favors may come to expect or seek preferential treatment later. Gifts from “grateful/appreciative” citizens are to be discouraged. If gifts cannot be declined gracefully, the employee should report receipt of his/her immediate supervisor who will coordinate appropriate disposition.

This rule does not apply to gifts, favors, services, money, or anything of value if the receipt of such gift is completely random or occurs by chance (such as a raffle or drawing) where any non-employee would have the same chances of receiving the item as the employee, and there is no expectation or services from the City.

Section 5.21 WHISTLEBLOWER POLICY

This whistleblower policy is intended to encourage and enable employees to raise serious concerns internally so that the City of Sheboygan can address and correct inappropriate conduct and actions. It is the responsibility of all elected officials and employees to report concerns about suspected violations of the City of Sheboygan’s code of conduct or violations of laws, regulations, ordinances or policies which govern the City of Sheboygan’s operations.

A. No Retaliation

It is contrary to the values of the City of Sheboygan for anyone to retaliate against any elected official, employee, or member of the public who in good faith reports an ethics violation, a suspected violation of law, such as a complaint of discrimination, fraud, or a suspected violation of any regulation governing the operations of the City of Sheboygan. An employee who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including termination of employment.

B. Reporting Procedure

The City of Sheboygan has an open-door policy and recommends that employees share their questions, concerns, suggestions or complaints with their direct supervisor. If an employee is not comfortable speaking with their direct supervisor, or is not satisfied with their supervisor’s response, they are encouraged to speak with their Department Head, the City Attorney, or the Director of Human Resources. Employees with concerns or complaints may also submit their concerns in writing directly to their supervisor, their Department Head, the City Attorney or the Director of Human Resources. Supervisors and managers are required to report complaints or concerns about suspected ethical and legal violations in writing to the City Attorney or the Director of Human Resources.

C. Acting in Good Faith

Anyone filing a written complaint concerning a violation or suspected violation must be acting in good

faith and have reasonable grounds for believing the information disclosed indicates a violation. Any allegations that prove not to be substantiated and which prove to have been made maliciously or knowingly to be false will be viewed as a serious disciplinary offense.

D. Confidentiality

Violations or suspected violations may be submitted on a confidential or anonymous basis by the complainant. Reports of violations or suspected violations will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.

E. Handling of Reported Violations

The City Attorney or the Director of Human Resources will notify the person who submitted a complaint (if known) and acknowledge receipt of the reported violation or suspected violation. All reports will be promptly investigated and appropriate corrective action will be taken if warranted by the investigation.

Procedure

Concerns or complaints may be submitted through any of the following:

- Phone: 920-550-2847 (920-550-2TIP)
- Direct extension: 2847 (2TIP).
- Email: whistleblower@sheboyganwi.gov.

City of Sheboygan Director of HR
 CONFIDENTIAL
 828 Center Avenue
 Sheboygan, WI 53081

The City Attorney and Director of Human Resources are the only persons with access to this voicemail and email address to ensure confidentiality. The City Attorney and Director of Human Resources will review each complaint and investigate or forward the complaint to the appropriate authority(ies) for investigation depending on the nature of the complaint. If either the City Attorney or the Director of Human Resources is the subject of the concern or complaint, that person will not take part in the investigation.

Section 5.22 HANDLING CITIZENS' COMPLAINTS

Citizens' complaints provide an opportunity for feedback and identifying problem areas. How well complaints are handled determines the level of confidence and respect the public holds for its municipal government. When handling a complaint, be polite and never argue with the complainant even if he/she is angry, unreasonable or insulting towards you and the City. Stay calm, cool and collected.

When you receive a complaint, it is very important to follow through properly. This can be accomplished by doing the following:

1. Receive and record information pertinent to the complaint.

2. Determine which City employee is responsible to investigate and take corrective action and forward the complaint accordingly.

Section 5.23 TELEWORK/ REMOTE WORK

A. Primary Office

The sole determination of whether a long-term remote work arrangement will be effective will be made by each employee's Department Head after consulting the Director of Human Resources and the City Administrator, and considering the needs of the position, the department, the City of Sheboygan, employee performance, and whether the work and member and/or team communication can be accomplished remotely.

B. Remote Location Needs

The City of Sheboygan will provide the equipment necessary for employees to work remotely, including a laptop, docking station, monitor (if deemed necessary), and keyboard/mouse. In order to work remotely, the employee must have a reliable private, secured internet connection with which they can connect to the city's virtual private network (VPN). The remote location must be within a private home setting, rather than a public communal area. All other furniture, equipment, utilities, insurance, taxes, telephone, and internet access are provided by the employee at the employee's expense and are not reimbursable to the employee by the city.

Employees and their supervisor/director will work directly with Information Technology department to arrange for the remote work equipment, and to ensure proper set-up and connection to the city's VPN.

C. Remote Employee Expectations

The City of Sheboygan Administration reserves the right to modify a remote work arrangement at any time and to remove the employee from the arrangement for any reason. With proper notice to their supervisor/director, the employee may discontinue the remote work arrangement at any time.

Employees should be available during their scheduled work hours, or the specific hours as required by their department for communication through phone, e-mail, video-conferencing, in-person or other appropriate communication tools (i.e. text). Employee initiated schedule changes must be approved in advance by their supervisor/director.

Employees who participate in a remote work arrangement agree that City of Sheboygan Administration or their Department Head may make onsite visits during established work hours and that such visits may be made without notice.

All records, papers, and correspondence done remotely are considered the City of Sheboygan's business and property, and employees should take precautions to protect records from unauthorized disclosure or damage. Employees must continue to maintain all information which is protected by federal or state regulations in a confidential manner. Telephone contacts involving

such information should be conducted in a private area. Passwords and authenticator codes to the City of Sheboygan's software must be kept confidential. Employees must ensure that family members and others will not have access to protected information at any time.

Occasionally a remote employee's presence may be required in the traditional office for meetings or other purposes and it is the responsibility of the employee to be present when requested. In most cases the employee will be notified in advance of the requirement.

D. Remote Office Requirements

Remote employees must have safe and adequate workspace to work from home. Following are criteria must be met for home office safety requirements:

- The temperature, noise, ventilation, and lighting levels of the dedicated office area must be adequate for maintaining normal levels of job performance.
- The employee must have a space designated for work (i.e. a desk, table, work station) and cannot consistently work from other areas (a bed, couch, etc.).
- The employee must have reliable internet and telephone/cell phone coverage and be able to respond at any time.
- Data lines, electrical cords and other extension wires are secured.
- Aisles, corners, and doorways in the work area are free of obstructions.
- Require the use of surge protectors for the City of Sheboygan's equipment while working from home.

E. Child/Elder Care

Remote work is not an alternative for child or elder care and the remote employee agrees to make other dependent care arrangements during remote work. Any employee who is working remotely must attest that they are not responsible for the full-time supervision of a child or elder while working remotely. The City understands that there may be childcare/elder care needs that arise while working remotely, and short non-substantial breaks are permitted. However, at no time should an employee be working remotely while also providing full time supervision of others in their care. If this situation arises, the employee must request and take paid time off (PTO).

Examples: An employee with a one year old who needs to be watched all the time would be unable to work remotely without having secured alternative child care for the child. However, an employee with a 10-year-old child who can be left to entertain and supervise themselves, but cannot be left home alone would be allowed to work from home so long as the employee only needed to take breaks for minor issues (such as making lunch, answering questions, putting on a movie, etc.)

F. Remote Office Equipment

The City of Sheboygan reserves the right to make the determination as to the appropriate equipment which is subject to change at any time. Equipment needs may be periodically assessed

by the Information Technology Department to ensure that the employee is equipped for remote work based on the needs of the position. The city will provide necessary computer equipment including laptop pre-loaded with required standard programs, docking station, monitor (if deemed necessary), keyboard/mouse, and a FortiClient “FortiToken” to establish the required secure VPN connection.

Remote employees will be responsible for providing Internet connectivity that is at least a standard speed, which doesn’t impede the employee from completing online work in an efficient manner. Connectivity should be checked before the employee begins working remotely.

In no event shall the use of the City of Sheboygan’s equipment change the ownership of or impede the city’s access to their equipment. All equipment and materials provided by the City of Sheboygan shall remain city’s property. The employee agrees to return all City of Sheboygan-owned hardware, software, furniture, equipment, and supplies in proper working condition and agrees to take financial responsibility for missing and/or broken items upon the termination of the remote working arrangement or termination from employment. If the employee’s own home equipment (i.e. home phone) is used, it will be at the employee’s expense. Special supplies not normally provided by City of Sheboygan may be the employee’s responsibility. Expenses for supplies normally available in the office may or may not be reimbursed depending on the circumstances.

Equipment provided by the City of Sheboygan must not be used for purposes other than city business and must be kept in a secure, confidential location, and protected against damage and unauthorized use. The City of Sheboygan equipment will be serviced and maintained by city during normal business hours (8:00 a.m. – 4:30 p.m. CST). Equipment used remotely may be initially set up by the City of Sheboygan’s Information Technology Department, if feasible. Employees should make arrangements directly with the Information Technology Department if this is the case.

If equipment requires repair or replacement where it is impossible for the employee to work remotely, the employee may be temporarily assigned to another location or may suffer loss of pay for hours not worked. Any lost hours may be made up within the confines of the Fair Labor Standards Act (FLSA).

The City of Sheboygan will not be responsible for operating costs, home maintenance, or any other incidental costs (i.e. internet cost, utilities) associated with the use of the employee’s residence. The City of Sheboygan is not responsible for insuring any personal equipment in the employee’s remote office. The employee understands that they responsible for any tax and insurance from this arrangement.

G. Legal Compliance

1. Liability

The City of Sheboygan will not be liable for damages to the employee’s property resulting from participation in the Remote Work Agreement. By participating in this agreement, the employee agrees to hold the City of Sheboygan harmless against any

and all claims including injuries to others at the remote location. If an employee is injured while working remotely, the employee should follow City of Sheboygan's established procedures for reporting on-the-job injuries.

2. Employment Laws

Remote employees will be held to the same employment law standards as employees in the working in the City of Sheboygan's office. They will adhere to normal work schedules and will have to obtain prior management approval for any change to their normal work schedule (including overtime).

3. Time Off

Remote employees agree to follow established procedures for requesting and obtaining approval of leave, including PTO usage (in the event of illness). Remote work may be used as a temporary arrangement in lieu of paid time off at the Department Director and Human Resource Director's discretion.

Section 5.24 EMPLOYEE FRATERNIZATION POLICY

The City of Sheboygan expects employees to work together as team members to efficiently provide for the needs of the City and its citizens. It is in the best interests of City employees to keep work relationships separate from personal relationships. All employees shall exercise good judgment and discretion in engaging in consensual social personal relationships.

Under no circumstances shall an employee in a management or supervisory position enter into a romantic relationship with a subordinate.

Provisions/Requirements

1. If employees choose to enter into a consensual social relationship, the relationship will not be allowed to disrupt City business.
2. If employees marry each other, they will not be allowed to report to the same immediate supervisor after they are married. One spouse will not be allowed to supervise the other.
3. If a manager/supervisor enters into a consensual social relationship with any City of Sheboygan employee, that changes into romantic involvement, the management level employee shall promptly and confidentially provide a written notice to his/her immediate supervisor and the Human Resources Manager. The supervisor and the Human Resources Manager will immediately review the duties and responsibilities between the employees to determine if their relationship may disrupt City business. Although the relationship is not prohibited (except as provided below), it will not be allowed to disrupt business.

The City expressly prohibits any consensual social relationship, including marriage, between a manager/supervisor and an employee in his/her line of authority.

4. If a consensual social relationship is either prohibited or disrupts City business, the City

will take appropriate action to transfer one or both of these employees if possible and in the City's best interests. If transfer is not possible, termination of the employment of one or both employees may be necessary. Failure to promptly and voluntarily report a consensual social relationship as required above may result in immediate transfer or termination of one or both employees,

ARTICLE VI: DISCIPLINE AND GRIEVANCE

Section 6.01 GRIEVANCE PROCEDURE

The purpose of this article is to provide guidance for employees and supervisors concerning discipline of covered city employees. In addition, the purpose of this article is to establish a procedure to provide those city employees who are not covered by a grievance procedure as part of a collective bargaining agreement to resolve grievances while in the employ of the city.

This procedure is intended to comply with Wis. Stats. § 66.0509, and provides a grievance procedure addressing issues concerning workplace safety, discipline, and termination. This procedure applies to all employees covered under Wis. Stats. § 66.0509, and excepts all police and fire employees subject to Wis. Stats. § 62.13(5). A covered employee may appeal any level of discipline under this grievance procedure. Any grievance filed under the article shall be filed on behalf of an individual employee. No grievance may be filed on behalf of more than one employee, a group of employees, or any collective bargaining unit.

Nothing in this article is intended to create a legally binding contract between the city and covered employees or to change the at-will nature of employment for covered employees with the city. Employment with the city is voluntarily entered into and employees are free to resign at any time with or without cause. Similarly, the city may terminate the employment of any covered employee, at any time with or without cause, subject to applicable federal, state, or local law.

The city reserves its management rights to exclusively manage its operations.

A. Definitions

1. "Days" as used in this policy means business days.
2. "Employee discipline" includes all levels of progressive discipline, but shall not include the following:
 - a. Placing an employee on administrative leave pending an internal investigation;
 - b. Counseling(s), meetings or other pre-disciplinary action;
 - c. Wage, salary or benefit or salary adjustments for reasons other than disciplinary action;
 - d. Performance evaluations or reviews;
 - e. Actions taken to address work performance, including a performance improvement plan or plan of correction;
 - f. Demotion, transfer or change in job assignment for reasons other than disciplinary action; or
 - g. Other personnel actions taken by the employer that are not a form of progressive discipline.

3. "Employee termination" shall include action taken by the employer to terminate an individual's employment for misconduct or performance reasons, but shall not include the following personnel actions:
 - a. Voluntary quit or resignation;
 - b. Retirement;
 - c. Position elimination;
 - d. Layoff, furlough, reduction in force or failure to be recalled from layoff;
 - e. Job abandonment, "no-call, no-show", or other failure to report to work; or
 - f. End or completion of assignment in temporary, contract or seasonal employment; or
 - g. Any other cessation of employment not involving involuntary termination.
4. "Workplace safety" is defined as conditions of employment affecting an employee's physical health or safety, the safe operation of workplace tools and equipment, safety of the physical work environment, personal protective equipment, workplace violence, and training related to same.
5. "Grievant" is the individual filing the grievance or appeal who is personally affected by the discipline, termination or workplace safety issue. A grievant is the only person who may file a grievance. The issue raised in the grievance must relate to issues personal to the grievant filing the grievance and may not relate to matters affecting other parties.

B. Procedure

1. Grievance Processing

An employee must process his/her grievance outside of normal work hours, unless the employee elects to use accrued paid time off in order to be paid for time spent processing his/her grievance through the various steps of the grievance procedure.

A written grievance filed under this policy must contain the following information:

- The name and position of the employee filing it;
- A statement of the issue involved;
- A detailed explanation of the facts supporting the grievance;
- The date the event giving rise to the grievance took place;
- The identity of the policy, procedure or rule that is being challenged; and
- A statement of the remedy sought.

2. Steps of the Grievance Procedure

Employees should first discuss complaints or questions with their immediate supervisor. Every reasonable effort should be made by supervisors and employees to resolve any questions, problems or misunderstandings that have arisen before filing a grievance.

Step 1 – Written Grievance Filed with the Department

The employee must prepare and file a written grievance with his/her Department Head within five (5) days of when the employee knows, or should have known, of the events giving rise

to the grievance. The Department Head or his/her designee will investigate the facts giving rise to the grievance and inform the employee of his/her decision, if possible within ten (10) days of receipt of the grievance. In the event the grievance involves the Department Head, the employee may initially file the grievance with the Human Resources Director, who shall conduct the Step 1 investigation.

Step 2 – Review by Human Resources Director [or City Administrator]

If the grievance is not settled at Step 1, the employee may appeal the grievance to the Human Resources Director [or City Administrator] within five (5) days of the receipt of the decision of the Department Head at Step 1. The Human Resources Director [or City Administrator] or his/her designee will review the matter and inform the employee of his/her decision, if possible within ten (10) days of receipt of the grievance.

Step 3 – Impartial Hearing Officer

If the grievance is not settled at Step 2, the employee may file, within five (5) days following receipt of the decision of the Human Resources Director [or City Administrator], a written appeal for review by an impartial hearing officer. The City shall select the impartial hearing officer, who shall not be a City employee. In all cases, the grievant shall have the burden of proof. The jurisdiction of the impartial hearing officer is limited to answering the following question: Based upon the preponderance of the evidence, has the Grievant proven that the action of the City was arbitrary and capricious?

This process does not involve a hearing before a court of law; thus, the rules of evidence will not be followed. Depending on the issue involved, the impartial hearing officer will determine whether a hearing is necessary, or whether the case may be decided based on a submission of written documents. The impartial hearing officer may admit all evidence that he/she deems relevant to the issues raised, and may exclude immaterial, irrelevant or repetitious testimony or evidence. After the Grievant and the City have presented all relevant witnesses and evidence, the impartial hearing officer shall close the hearing. The impartial hearing officer may ask for oral or written closing statements.

The impartial hearing officer shall prepare a written decision within ten (10) days of the close of the hearing. The impartial hearing officer shall have no authority to issue a remedy, but the impartial hearing officer may recommend remedy. Remedial action and authority shall be subject to the determination and approval of the City Council, and shall be addressed in the event a grievance is sustained.

Step 4 – Review by the Governing Body

If the grievance is not resolved after Step 3, the Grievant or the City may request, within five (5) days of receipt of the written decision from the hearing officer, a written review by the Governing Body. In most instances, the appeal shall be heard by the City Council. For Library, Transit and Water Utility employees, the appeal shall be filed with the Library Board, Transit Commission, or Water Utility Board.

The Governing Body shall not take testimony or evidence; it may only determine whether the impartial hearing officer reached an arbitrary or incorrect result based on a review of the record before the impartial hearing officer. The matter will be scheduled for the Governing

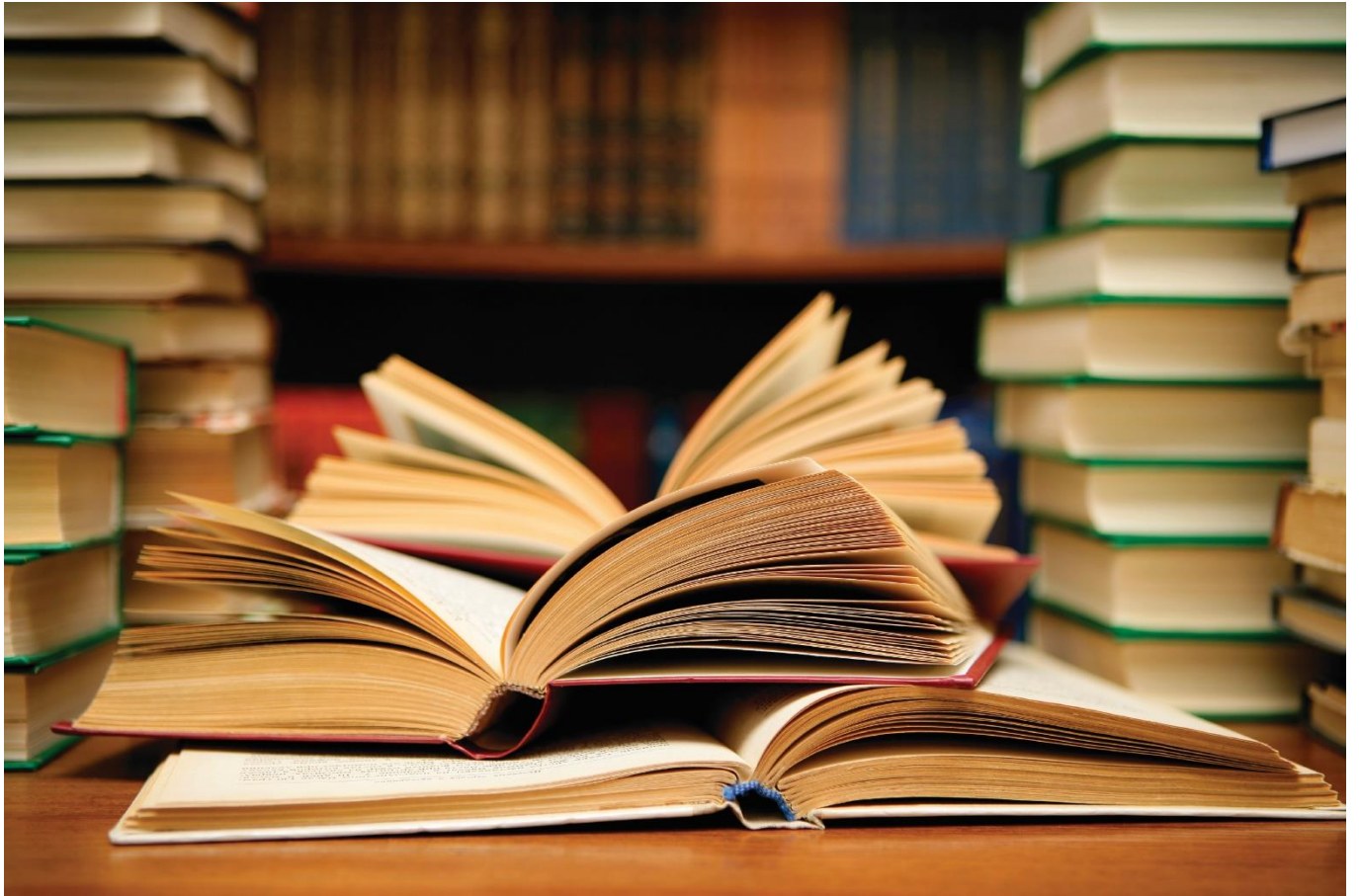
Body's next regular meeting. If it is impossible to comply with the deadlines due to meeting notice requirements or meeting preparation, the grievance will be reviewed at the next possible meeting date. The Governing Body shall not substitute its judgment for that of the impartial hearing officer. Findings of fact shall be upheld unless they are clearly erroneous. The Governing Body will inform the employee of its findings and decision in writing within ten (10) days of its meeting. The Governing Body shall decide the matter by simple majority vote and this decision shall be final and binding.

Employee Representation

An employee shall have the right to be represented by an attorney or other representative at Step 3 of the grievance procedure at the employee's expense. The representative may not be a material witness to the dispute. Employee discussion with his/her representative shall not take place during working hours.

Time Limits

The timelines provided in this policy must be strictly followed. If the Grievant fails to meet the timelines set forth above, the grievant shall be considered resolved. If the City fails to meet the timelines set forth above, the grievance shall advance to the next step of the process. The only exception to this policy is if the Grievant and the City mutually agree in writing to waive a timeline, but such waiver must occur in advance of the expiration of the timeline.



*Addendum to the
City of Sheboygan Employee Handbook*

Mead Public Library

(Addendum to City of Sheboygan Employee Handbook)

Powers of the Library Board of Trustees

The Mead Public Library is governed by an autonomous board of trustees whose members are appointed by the Mayor of Sheboygan, the Sheboygan County Board Supervisors and the Sheboygan Area School District Superintendent (WI. Statute 43.54(1)(a)). It is the responsibility of the library board of trustees to approve personnel policy for the library staff that formally establishes compensation and benefit policies, rules and conditions of employment for library staff, etc. (WI. Statute 43.58(4)). While the Mead Public Library Board of Trustees strives to align library personnel policy with the City of Sheboygan personnel policy, there are sometimes variances. If you have questions about any of these policies, please contact staff in the library administration office or Human Resources.

**CITY OF SHEBOYGAN
R. C. 16-24-25**

BY FINANCE AND PERSONNEL COMMITTEE.

MAY 20, 2024.

Your Committee to whom was referred R. O. No. 139-23-24 by Director of Human Resources & Labor Relations submitting an exit interview report for Quarter 1 for the City of Sheboygan; recommends filing the report.

Committee:

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

**CITY OF SHEBOYGAN
R. O. 139-23-24**

**BY DIRECTOR OF HUMAN RESOURCES & LABOR RELATIONS
(KELLY HENDEE).**

APRIL 15, 2024.

Submitting an exit interview report for Quarter 1 for the City of Sheboygan.

Exit Interview Report to Council

REPORT FOR QUARTER 1

CITY OF SHEBOYGAN - HUMAN RESOURCES

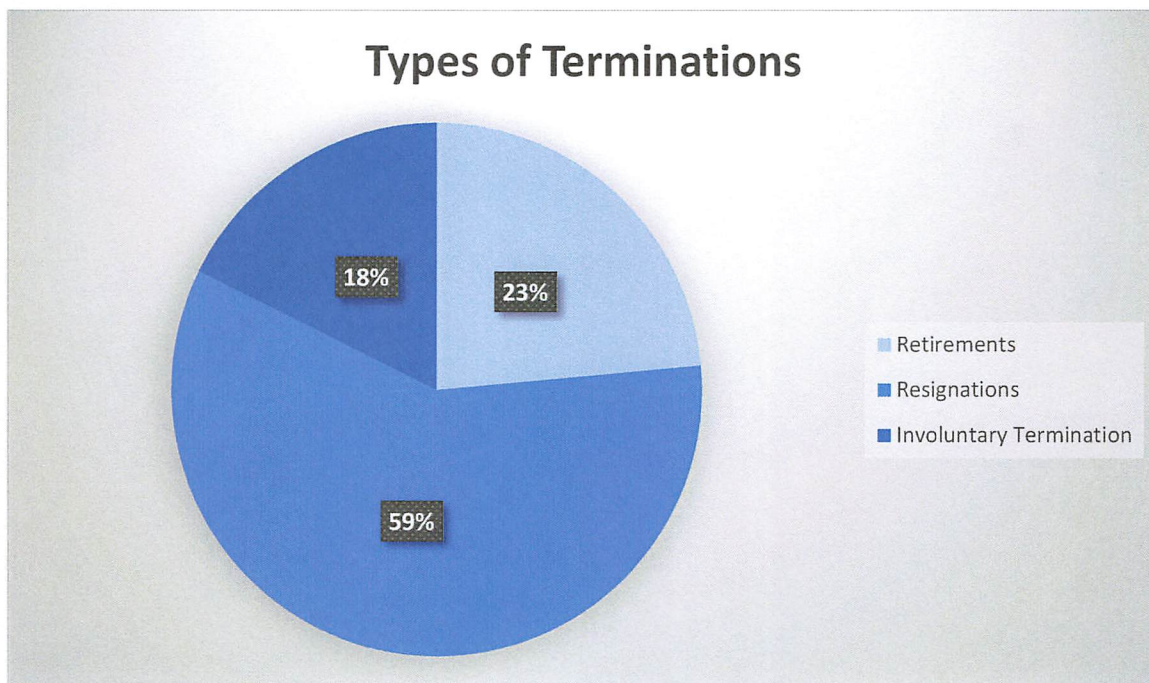
Process:

When Human Resources receives notice of a termination (resignation letter, etc.), the Recruiting Generalist begins the termination process. With the implementation of the new handbook, a step was added to the offboarding process to conduct the Exit Interview.

Whether an employee is Represented or Non-Represented, they have the option to complete an exit questionnaire and interview. The Recruiting Generalist sends them an email informing them of the exit interview process, attaches the questionnaire, and asks what their availability is during their last two weeks of employment. The employee is asked to submit their exit questionnaire three days before they meet with a member of HR so that there is ample time to review their answers and prepare follow up questions they'd like to ask during the meeting.

First Quarter Termination Information:

From January 1, 2024 through March 31, 2024, there were 17 terminations for regular positions. The pie chart below illustrates the terminations consist of ten resignations, four retirements, and three involuntary terminations.



Exit Interview Findings:

As of January 1, 2024, Non-Represented employees who retire or resign must participate in an exit interview to receive their exit payout. Participating in an exit interview is optional for Represented employees. From January 1 to March 31, six exit interviews were conducted.

In general, the employees' surveys showed:

Statement	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree
I believe I was fairly compensated for the work I performed.	1	4	1		
Overall, I am pleased with the City of Sheboygan's benefit plans and offerings.	1	5			
My Job duties were what I thought they would be when I was hired by the City.	2	4			
There were no obstacles, policies, or procedures that made my job difficult to perform.	3	2	1		
My supervisor is knowledgeable and well versed in their content area.	3	3			
My supervisor supports and empowers the people they supervise.	4	1	1		
I felt connected to the City as a City of Sheboygan employee; my department did not feel separate from the rest of the City.	2	1	2		1

When asked to share a negative experience they had while employed with the City, some of the feedback included:

- Lack of inclusion/involvement/idea sharing when upper management makes decisions for staff*
- Being put in the middle of a petty issues*
- Receiving questions from contractors, community members, etc. about all of the lawsuits at City Hall.

When asked to share a positive experience they had while employed with the City, some of the feedback included:

- Receiving recognition for a job well done*
- Seeing supervisors stand up/advocate for their team*

**Comments summarized for brevity.*

When asked to share their reason for leaving, some of the feedback included:

- Company culture
- Family circumstances (3)
- Retiring (2)
- Type of work (2)

Closing Comments:

The Human Resources department will continue to conduct exit interviews per the 2024 Handbook to collect feedback and data. Most Non-Represented employees that have resigned or retired have been able to complete the questionnaire and meeting with HR. Once a bigger sample size is collected, Council and Human Resources can determine what (if anything) they'd like to do with the findings.

**CITY OF SHEBOYGAN
R. C. 17-24-25**

BY FINANCE AND PERSONNEL COMMITTEE.

MAY 20, 2024.

Your Committee to whom was referred R. O. No. 138-23-24 by City Clerk submitting a Petition, Notice, and List of Tax Liens of Sheboygan County being foreclosed in the matter of the Foreclosure of Tax Liens under Wis. Stat. §75-521 by Sheboygan County, List of Tax Liens for 2019 and 2020; recommends filing the report.

Committee:

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

**CITY OF SHEBOYGAN
R. O. 138-23-24**

BY CITY CLERK.

APRIL 15, 2024.

Submitting a Petition, Notice, and List of Tax Liens of Sheboygan County being foreclosed in the matter of the Foreclosure of Tax Liens under Wis. Stat. §75-521 by Sheboygan County, List of Tax Liens for 2019 and 2020.

STATE OF WISCONSIN : CIRCUIT COURT : SHEBOYGAN COUNTY

CLERK CIRCUIT COURT
FILED

'24 MAR 27 P3:25

**IN THE MATTER OF THE
FORECLOSURE OF TAX LIENS
UNDER WI STATUTE §75.521 BY
SHEBOYGAN COUNTY,
LIST OF TAX LIENS FOR
2019 AND 2020
NUMBER FIFTY**

Case Class: 30405

SHEBOYGAN COUNTY
WISCONSIN

Case No. 24 GF14

Branch 3 Judge Sutkiewicz

**PETITION, NOTICE, AND LIST OF TAX LIENS OF SHEBOYGAN COUNTY
BEING FORECLOSED BY PROCEEDING *IN REM.* 2019 AND 2020
NUMBER FIFTY**

TO THE CIRCUIT COURT FOR SHEBOYGAN COUNTY, WISCONSIN:

NOW COMES Sheboygan County, State of Wisconsin, by Laura Henning-Lorenz, its County Treasurer, and files this list of tax liens of Sheboygan County for the taxes of 2019 through 2020, sales of 2020 through 2021, and alleges and shows to the Court:

1. That each of the parcels of land described on the List of Tax Liens of Sheboygan County set forth in Paragraph 4 hereof has been sold to Sheboygan County for delinquent taxes and the tax certificates; therefore, have been outstanding for two (2) or more years and said years being the sales of the years indicated below.

2. That Sheboygan County is now the owner and holder of tax liens for the taxes of the years indicated in this list as evidenced by the Tax Sales Certificates numbered below.

3. That Sheboygan County has, by ordinance adopted by the County Board of Supervisors of said County on the 20th day of November, 1952, elected to proceed under Wis. Stat. § 75.521 for the purpose of enforcing tax liens in Sheboygan County.

4. That said list, made and filed pursuant to the provisions of Wis. Stat. § 75.521, is as follows, to-wit:

(Parcel numbering may have sequential gaps because of redemption payments made during preparation of this "Petition and Notice.")

[The "PRINCIPAL Sum of Lien" amounts are as of March 27, 2024, and said amounts increase by eighteen percent (18%) per annum on the first day of each month thereafter, and the current amounts are available from the Sheboygan County Treasurer's Office.]

(The rest of this page intentionally left blank)

Lot 31, Greystone Settlement Addition No. 1, City of Plymouth, Sheboygan County, Wisconsin, according to the recorded plat thereof.

Tax Key Number:
59271829689

Mortgages:

Mortgage executed by Tammy L. Makowski, a single person, to Iowa Wisconsin Real Estate, LLC (no address provided), dated October 2, 2007 and recorded October 9, 2007 at 2:05 p.m. as Document Number 1837532, securing the principal sum of \$262,257.00.

Judgments/Liens:

Judgment entered March 14, 2017 and docketed March 14, 2017 at 2:54 p.m. in favor of Sheboygan County Clerk of Circuit Court, 615 N. Sixth Street, Sheboygan, WI 53081-4692, creditor, and against Tammy L. Makowski, debtor, in the amount of \$200.50, Case No. 2016TR007279. NOTE: Case number removed from Wisconsin Circuit Court System.

Judgment entered March 14, 2017 and docketed March 14, 2017 at 2:54 p.m. in favor of Sheboygan County Clerk of Circuit Court, 615 N. Sixth Street, Sheboygan, WI 53081-4692, creditor, and against Tammy L. Makowski, debtor, in the amount of \$10.00, Case No. 2016TR007278. NOTE: Case number removed from Wisconsin Circuit Court System.

Judgment entered March 14, 2017 and docketed March 14, 2017 at 2:54 p.m. in favor of Sheboygan County Clerk of Circuit Court, 615 N. Sixth Street, Sheboygan, WI 53081-4692, creditor, and against Tammy L. Makowski, debtor, in the amount of \$225.70, Case No. 2016TR007277. NOTE: Case number removed from Wisconsin Circuit Court System.

Judgment entered December 21, 2020 and docketed January 18, 2021 at 3:04 p.m. in favor of In Motion Studios, LLC, 595 Kiley Way, Plymouth, WI 53073, creditor, and against Tammy Makowski, debtor, in the amount of \$2,135.50, Case No. 2020SC001561 (Attorney Adam D. Vanderheyden).

Taxes:

Certificate No.: 273
Tax Year: 2020
Sale Year: 2021
PRINCIPAL Sum of Lien: \$5,939.48
The date by which interest and penalty needs to be computed is 02/01/2021.

Other:

Restrictive Covenants recorded on February 10, 2006 at 11:16 a.m. as Document Number 1790685.

Six-foot storm easement along the South and portion of the North lot line; 12' storm easement along the West lot line; and 25' utility and drainage easement as recorded in Volume 15 of Plats, page 226.

Easements, restrictions, and any other matters as may appear on the recorded Plats/Certified Survey Maps of the subject property.

PARCEL NO. 59281011750

Owner(s) of Record:

Janet L. Carter, a single person, by virtue of a Warranty Deed dated December 7, 1992 and recorded on December 7, 1992 at 2:55 P.M., in Volume 1250, at Page 524, as Document Number 1359231.

Property Address:

538 Highland Terrace, Sheboygan, WI 53083

Legal Description:

All of Lots 15, 16 and 17, of North Park Subdivision in the City of Sheboygan, excepting all that part of Lot 15, of North Park Subdivision in the City of Sheboygan, lying between the Easterly line of said Lot and a line parallel to and 10 feet Westerly from said East line, Sheboygan County, Wisconsin, according to the recorded Plat thereof.

Tax Key Number:

59281011750

Mortgages:

Mortgage executed by Janet L. Carter, a single person, to Kohler Credit Union, 850 Woodlake Road, Kohler, WI 53044, dated January 25, 2016 and recorded on February 1, 2016 at 9:29 A.M. as Document Number 2015762, securing the principal sum of \$115,000.00.

Judgments/Liens:

None of record.

Taxes:

Certificate No.:	291
Tax Year:	2020
Sale Year:	2021
PRINCIPAL Sum of Lien:	\$3,127.41

The date by which interest and penalty needs to be computed is 02/01/2021.

Other:

Easements, restrictions, and any other matters as may appear on the recorded Plats/Certified Survey Maps of the subject property.

PARCEL NO. 59281103980

Owner(s) of Record:

Neil G. Eigenberger by virtue of a Warranty Deed dated December 28, 1994 and recorded in Volume 1375 of Records, page 827 on January 5, 1995 at 2:24 p.m. as Document Number 1419206.

Property Address:

604 Erie Avenue, Sheboygan, WI 53081

Legal Description:

The North 50 feet of the West 18.33 feet of the East 28.33 feet of Lot 11, the East 10 feet of Lot 11 and all of Lot 12, Block 74, Original Plat of the City of Sheboygan, Sheboygan County, Wisconsin.

Tax Key Number:

59281103980

Mortgages:

Real Estate Security Agreement executed by Neil G Eigenberger to Community Bank, 3007 South Business Drive, Sheboygan, WI 53081, dated September 10, 1998 and recorded in Volume 1605 of Records, page 218, on September 14, 1998 at 8:43 a.m. as Document Number 1517813; said Security Agreement was re-recorded in Volume 1630 of Records, page 985 as Document Number 1527675.

Judgments/Liens:

Special charges by the City of Sheboygan against Neil G. Eigenberger, 604 Erie Ave., Sheboygan, WI 53081, for delinquent sewer and water in the amount of \$543.47.

Taxes:

Certificate No.:	305
Tax Year:	2020
Sale Year:	2021
PRINCIPAL Sum of Lien:	\$8,147.79
Date Interest and Penalty Computed:	2/1/2021

Other:

Transfer on Death Deed executed by Neil G. Eigenberger, Grantor, to Tanya A. Eigenberger, Grantee, dated June 20, 2019 and recorded on June 24, 2019 at 3:51 p.m. as Document Number 2074557.

Easements, restrictions, and any other matters as may appear on the recorded Plats/Certified Survey Maps of the subject property.

PARCEL NO. 59281111740**Owner(s) of Record:**

Michael Jon Schaal, by virtue of a Quit Claim Deed, dated December 31, 2018 and recorded January 3, 2019 at 12:04 p.m. as Document Number 2067375.

Property Address:

629 North 5th Street, Sheboygan, WI 53081

Legal Description:

The North 37 ½ feet of Lots 89 and 90, Ellis Addition, according to the Plat thereof, in the City of Sheboygan, Sheboygan County, Wisconsin.

Tax Key Number:

59281111740

Mortgages:

None of record.

Judgments/Liens:

Judgment executed against Michael Schaal in favor of Credit Acceptance Corporation, One Corporate Dr, Ste 400, P.O. Box 1519, Wausau, WI 54402, Sheboygan County Circuit Court Case Number 2018TJ000224, entered December 4, 2018 and docketed December 4, 2018 at 12:09 p.m. in the principal sum of \$5,797.93 (Attorney Michael A. Stueland).

Judgment executed against Michael Schaal in favor of Sweigert Investments LLC, W4620 County Road U, Plymouth, WI 53073, Sheboygan County Circuit Court Case Number 2016SC001819, entered October 25, 2016 and docketed November 4, 2016 at 1:07 p.m. in the principal sum of \$2,112.74 (Attorney Andrew H. Morgan, Esq.).

Judgment executed against Michael J. Schaal in favor of Sheboygan County, 525 North Sixth Street, Sheboygan, WI, 53081, Sheboygan County Circuit Court Case Number 2021SC001072, entered August 16, 2021 and docketed November 5, 2021 at 10:12 a.m. in the principal sum of \$2,315.18 (Attorney Oliver M. Bauer).

Judgment executed against Michael J. Schaal in favor of Sheboygan County Clerk of Circuit Court, (no address provided), Sheboygan County Circuit Court Case Number 2019CF000222, entered June 15, 2020 and docketed June 15, 2020 at 2:14 p.m. in the principal sum of \$2,713.80 (no attorney listed).

Judgment executed against Michael Schaal in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2023TJ000036, entered January 25, 2023 and docketed May 17, 2023 at 8:12 a.m. in the principal sum of \$250.00. (No attorney listed).

Judgment executed against Michael Schaal in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2023TJ000035, entered December 14, 2022 and docketed May 17, 2023 at 8:04 a.m. in the principal sum of \$690.00. (No attorney listed).

Child Support Lien against Michael Jon Schaal, DOB July 10, 1990, Lien Docket Number 000629347, filed June 9, 2019 in the principal sum of \$4,935.21, Sheboygan County.

Special charges by the City of Sheboygan against Michael Jon Schaal, 629 N 5th St., Sheboygan, WI 53081, for delinquent sewer and water in the amount of \$292.01.

Taxes:

Certificate No.: 325
Tax Year: 2020
Sale Year: 2021
PRINCIPAL Sum of Lien: \$2,009.79
The date by which interest and penalty needs to be computed is 02/01/2021.

Other:

None of record.

PARCEL NO. 59281112140

Owner(s) of Record:

Michael Lee Gleue, a single person, by virtue of a Special Warranty Deed recorded July 20, 2011 at 10:21 a.m. as Document Number 1927353.

Property Address:

419 Washington Court, Sheboygan, WI 53081

Legal Description:

Lot 64, Ellis Addition, according to the Plat thereof, in the City of Sheboygan, Sheboygan County, Wisconsin.

Tax Key Number:

59281112140

Mortgages:

None of record.

Judgments/Liens:

Special charges by the City of Sheboygan against Michael Lee Gleue, 419 Washington Ct, Sheboygan, WI 53081, for delinquent sewer and water in the amount of \$159.00.

Taxes:

Certificate No.: 326
 Tax Year: 2020
 Sale Year: 2021
 PRINCIPAL Sum of Lien: \$1,128.80
 The date by which interest and penalty needs to be computed is 02/01/2021.

Other:

None of record.

PARCEL NO. 59281112460**Owner(s) of Record:**

Kelli Jo Shaal by virtue of a Quit Claim Deed dated December 31, 2018 and recorded January 3, 2019 at 12:04 P.M. as Document Number 2067374.

Property Address:

331 Washington Court, Sheboygan, WI 53081

Legal Description:

The East 42 ½ feet of the North 4 feet of Lot 51 and the East 42 ½ feet of Lot 52, Ellis Addition, according to the Plat thereof, in the City of Sheboygan, Sheboygan County, Wisconsin.

Tax Key Number:

59281112460

Mortgages:

None of record.

Judgments/Liens:

Judgment executed against Kelli J. Schaal in favor of Department of Workforce Development, no address listed, Sheboygan County Circuit Court Case Number 2022UC000074, entered April 29, 2022 and docketed April 29, 2022 at 10:15 a.m. in the principal sum of \$8,344.00. (No attorney listed).

Judgment executed against Kelli J. Schaal in favor of Sheboygan County Clerk of Circuit Court, No address listed, Sheboygan County Circuit Court Case Number – No Case Number listed, entered November 11, 2015 and docketed November 11, 2015 at 3:08 p.m., in the principal sum of \$147.00. (No attorney listed).

Judgment executed against Kelli J. Schaal in favor of Sheboygan County Clerk of Circuit Court, no address listed, Sheboygan County Circuit Court Case Number – No Case Number listed, entered August 22, 2017 and docketed August 22, 2017 at 4:33 p.m., in the principal sum of \$105.00. (No attorney listed).

Judgment executed against Kelli J. Schaal in favor of Sheboygan County Clerk of Circuit Court, no address listed, Sheboygan County Circuit Court Case Number – No Case Number listed, July 21, 2016 and docketed July 21, 2016 at 8:37 a.m., in the principal sum of \$210.00. (No attorney listed).

Judgment executed against Kelli Jo Schaal in favor of Sheboygan County Clerk of Circuit Court, no address listed, Sheboygan County Circuit Court Case Number – No Case Number listed, entered March 28, 2019 and docketed March 28, 2019 at 10:41 a.m., in the principal sum of \$140.00. (No attorney listed).

Judgment executed against Kelli Jo Schaal in favor of Sheboygan County Clerk of Circuit Court, no address listed, Sheboygan County Circuit Court Case Number 2005PA000220PJ, entered January 10, 2017 and docketed January 10, 2017 at 2:50 p.m., in the principal sum of \$476.67. (No attorney listed).

Judgment executed against Kelli Jo Schaal in favor of Sheboygan County Clerk of Circuit Court, no address listed, Sheboygan County Circuit Court Case Number 2018CF000549, entered September 14, 2022 and docketed September 14, 2022 at 12:30 p.m., in the principal sum of \$510.00. (No attorney listed).

Judgment executed against Kelli Jo Schaal in favor of Sheboygan County Clerk of Circuit Court, no address listed, Sheboygan County Circuit Court Case Number – No Case Number listed, entered February 26, 2020 and docketed February 26, 2020 at 2:21 p.m., in the principal sum of \$10.50. (No attorney listed).

Judgment executed against Kelli Jo Schaal in favor of Sheboygan County Clerk of Circuit Court, no address listed, Sheboygan County Circuit Court Case Number 2021TR004431, entered January 11, 2022 and docketed January 11, 2022 at 1:51 p.m., in the principal sum of \$10.00. (No attorney listed).

Judgment executed against Kelli Jo Schaal in favor of Sheboygan County Clerk of Circuit Court, no address listed, Sheboygan County Circuit Court Case Number – No Case Number listed, entered August 26, 2019 and docketed August 26, 2019 at 2:42 p.m., in the principal sum of \$28.00. (No attorney listed).

Child Support Lien against Kelli Jo Schaal, DOB August 20, 1986, Lien Docket Number 000695891, filed July 4, 2021 in the principal sum of \$16,046.08, Sheboygan County.

Taxes:

Certificate No.: 329
Tax Year: 2020
Sale Year: 2021
PRINCIPAL Sum of Lien: \$2,189.53
The date by which interest and penalty needs to be computed is 02/01/2021.

Other:

None of record.

PARCEL NO. 59281203380

Owner(s) of Record:

Michael Jon Schaal, by virtue of a Quit Claim Deed, dated December 31, 2018 and recorded January 3, 2019 at 12:04 p.m. as Document Number 2067375.

Property Address:

1236-1236A St. Clair Avenue, Sheboygan, WI 53081

Legal Description:

The South ½ of Lot 7, Block 59, Sheboygan Original Plat, according to the Plat thereof, in the City of Sheboygan, Sheboygan County, Wisconsin.

Tax Key Number:

59281203380

Mortgages:

None of record.

Judgments/Liens:

Judgment executed against Michael Schaal in favor of Credit Acceptance Corporation, One Corporate Dr, Ste 400, P.O. Box 1519, Wausau, WI 54402, Sheboygan County Circuit Court Case Number 2018TJ000224, entered December 4, 2018 and docketed December 4, 2018 at 12:09 p.m. in the principal sum of \$5,797.93 (Attorney Michael A. Stueland).

Judgment executed against Michael Schaal in favor of Sweigert Investments LLC, W4620 County Road U, Plymouth, WI 53073, Sheboygan County Circuit Court Case Number 2016SC001819, entered October 25, 2016 and docketed November 4, 2016 at 1:07 p.m. in the principal sum of \$2,112.74 (Attorney Andrew H. Morgan, Esq.).

Judgment executed against Michael J. Schaal in favor of Sheboygan County, 525 North Sixth Street, Sheboygan, WI, 53081, Sheboygan County Circuit Court Case Number 2021SC001072, entered August 16, 2021 and docketed November 5, 2021 at 10:12 a.m. in the principal sum of \$2,315.18 (Attorney Oliver M. Bauer).

Judgment executed against Michael J. Schaal in favor of Sheboygan County Clerk of Circuit Court, (no address provided), Sheboygan County Circuit Court Case Number 2019CF000222, entered June 15, 2020 and docketed June 15, 2020 at 2:14 p.m. in the principal sum of \$2,713.80 (no attorney listed).

Judgment executed against Michael Schaal in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2023TJ000036, entered January 25, 2023 and docketed May 17, 2023 at 8:12 a.m. in the principal sum of \$250.00. (No attorney listed).

Judgment executed against Michael Schaal in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2023TJ000035, entered December 14, 2022 and docketed May 17, 2023 at 8:04 a.m. in the principal sum of \$690.00. (No attorney listed).

Child Support Lien against Michael Jon Schaal, DOB July 10, 1990, Lien Docket Number 000629347, filed June 9, 2019 in the principal sum of \$4,935.21, Sheboygan County.

Taxes:

Certificate No.:	338
Tax Year:	2020
Sale Year:	2021
PRINCIPAL Sum of Lien:	\$1,057.44

The date by which interest and penalty needs to be computed is 02/01/2021.

Other:

Ordinance granting encroachment dated October 8, 2015 and recorded October 13, 2015 at 3:39 p.m. as Document Number 2010893.

PARCEL NO. 59281205000

Owner(s) of Record:

Kelli Jo Shaal by virtue of a Quit Claim Deed dated December 31, 2018 and recorded January 3, 2019 at 12:04 P.M. as Document Number 2067374.

Property Address:

1503/1505 Saint Clair Avenue, Sheboygan, WI 53081

Legal Description:

The North 40 feet of Lot 1, Block 83, Sheboygan Original Plat, according to the Plat thereof, in the City of Sheboygan, Sheboygan County, Wisconsin.

Tax Key Number:

59281205000

Mortgages:

None of record.

Judgments/Liens:

Judgment executed against Kelli J. Schaal in favor of Department of Workforce Development, no address listed, Sheboygan County Circuit Court Case Number 2022UC000074, entered April 29, 2022 and docketed April 29, 2022 at 10:15 a.m. in the principal sum of \$8,344.00. (No attorney listed).

Judgment executed against Kelli J. Schaal in favor of Sheboygan County Clerk of Circuit Court, no address listed, Sheboygan County Circuit Court Case Number – No Case Number listed, entered November 11, 2015 and docketed November 11, 2015 at 3:08 p.m., in the principal sum of \$147.00. (No attorney listed).

Judgment executed against Kelli J. Schaal in favor of Sheboygan County Clerk of Circuit Court, no address listed, Sheboygan County Circuit Court Case Number – No Case Number listed, entered August 22, 2017 and docketed August 22, 2017 at 4:33 p.m., in the principal sum of \$105.00. (No attorney listed).

Judgment executed against Kelli J. Schaal in favor of Sheboygan County Clerk of Circuit Court, no address listed, Sheboygan County Circuit Court Case Number – No Case Number listed, July 21, 2016 and docketed July 21, 2016 at 8:37 a.m., in the principal sum of \$210.00. (No attorney listed).

Judgment executed against Kelli Jo Schaal in favor of Sheboygan County Clerk of Circuit Court, no address listed, Sheboygan County Circuit Court Case Number – No Case Number listed, entered March 28, 2019 and docketed March 28, 2019 at 10:41 a.m., in the principal sum of \$140.00. (No attorney listed).

Judgment executed against Kelli Jo Schaal in favor of Sheboygan County Clerk of Circuit Court, no address listed, Sheboygan County Circuit Court Case Number 2005PA000220PJ, entered January 10, 2017 and docketed January 10, 2017 at 2:50 p.m., in the principal sum of \$476.67. (No attorney listed).

Judgment executed against Kelli Jo Schaal in favor of Sheboygan County Clerk of Circuit Court, no address listed, Sheboygan County Circuit Court Case Number 2018CF000549, entered September 14, 2022 and docketed September 14, 2022 at 12:30 p.m., in the principal sum of \$510.00. (No attorney listed).

Judgment executed against Kelli Jo Schaal in favor of Sheboygan County Clerk of Circuit Court, no address listed, Sheboygan County Circuit Court Case Number – No Case Number listed, entered February 26, 2020 and docketed February 26, 2020 at 2:21 p.m., in the principal sum of \$10.50. (No attorney listed).

Judgment executed against Kelli Jo Schaal in favor of Sheboygan County Clerk of Circuit Court, no address listed, Sheboygan County Circuit Court Case Number 2021TR004431, entered January 11, 2022 and docketed January 11, 2022 at 1:51 p.m., in the principal sum of \$10.00. (No attorney listed).

Judgment executed against Kelli Jo Schaal in favor of Sheboygan County Clerk of Circuit Court, no address listed, Sheboygan County Circuit Court Case Number – No Case Number listed, entered August 26, 2019 and docketed August 26, 2019 at 2:42 p.m., in the principal sum of \$28.00. (No attorney listed).

Child Support Lien against Kelli Jo Schaal, DOB August 20, 1986, Lien Docket Number 000695891, filed July 4, 2021 in the principal sum of \$16,046.08, Sheboygan County.

Special charges by the City of Sheboygan against Kelli Jo Schaal, 1503 St. Clair Ave., Sheboygan, WI 53081, for delinquent sewer and water in the amount of \$511.65.

Taxes:

Certificate No.: 346
Tax Year: 2020
Sale Year: 2021
PRINCIPAL Sum of Lien: \$938.33

The date by which interest and penalty needs to be computed is 02/01/2021.

Other:

None of record.

PARCEL NO. 59281302300

Owner(s) of Record:

Joseph P. Champeau by virtue of Wisconsin Special Warranty Deed dated January 4, 2012 and recorded January 6, 2012 at 3:46 P.M. as Document Number 1937086.

Property Address:

1107 Alabama Avenue, Sheboygan, WI 53081

Legal Description:

Lot One (1) except the East Fifty-five (55) feet thereof, and the East Half (1/2) of Lot Two (2), Block Two Hundred and Eighty-four (284) of the Original Plat of the City of Sheboygan, Wisconsin, according to the recorded plat thereof.

Tax Key Number:

59281302300

Mortgages:

Mortgage executed by Joseph P. Champeau to City of Sheboygan, Department of City Development, 828 Center Avenue, Suite 104, Sheboygan Wisconsin 53081, recorded March 20, 2014 at 4:04 P.M. as Document Number 1983878 securing the principal sum of \$2,443.25.

Mortgage executed by Joseph P. Champeau to City of Sheboygan, Department of City Development, 828 Center Avenue, Suite 104, Sheboygan Wisconsin 53081, dated August 30, 2013 and recorded September 6, 2013, at 2:28 P.M. as Document Number 1975550 securing the principal sum of \$7,976.25.

Judgments/Liens:

Special charges by the City of Sheboygan against Joseph P Champeau, 1107 Alabama Ave., Sheboygan, WI 53081, for delinquent sewer and water in the amount of \$224.86.

Taxes:

Certificate No.: 374
Tax Year: 2020
Sale Year: 2021
PRINCIPAL Sum of Lien: \$1,658.36

The date by which interest and penalty needs to be computed is 02/01/2021.

Other:
None of record.

PARCEL NO. 59281303710

Owner(s) of Record:
Curtis D. Weissgerber, by virtue of a Warranty Deed dated June 11, 2011 and recorded June 12, 2012 at 1:39 P.M. as Document No. 1946560.

Property Address:
1409 South 9th Street, Sheboygan, WI 53081

Legal Description:
The North Forty-two (42.00) feet of the South One Hundred Twenty-six (126.00) feet of Lot Six (6) and the North Forty-two (42.00) feet of the South One Hundred Twenty-six (126.00) feet of the West One-half (W1/2) of Lot Five (5), Block Two Hundred Ninety-four (294), in the Original Plat of the City of Sheboygan, Sheboygan County, Wisconsin.

Tax Key Number:
59281303710

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Mortgages:
None of record.

Judgments/Liens:
Special charges by the City of Sheboygan against Curtis D. Weissgerber, 1409 S. 15th St., Sheboygan, WI 53081, for delinquent sewer and water in the amount of \$236.01.

Taxes:
Certificate No.: 380
Tax Year: 2020
Sale Year: 2021
PRINCIPAL Sum of Lien: \$1,005.39
The date by which interest and penalty needs to be computed is 02/01/2021.

Other:
None of record.

PARCEL NO. 59281314820

Owner(s) of Record:
Luke J. Steinbruecker, a single person, by virtue of a Warranty Deed dated September 23, 2015 and recorded September 30, 2015 at 8:41 a.m. as Document Number 2010134.

Property Address:
914 Ashland Avenue, Sheboygan, WI 53081

Legal Description:
The West 75 feet of Lot 7 and that part of Lot 6 described as follows: Commencing at the Southwest Corner of said Lot 6, thence running East along the South line of Lot 6, 65 feet, thence North 19 feet, thence West 17 feet, thence Northwesterly 14.2 feet to a point 35 feet East and 24.9 feet North of the

Southwest Corner of said Lot 6, thence West 35 feet to the West line of said Lot 6, thence South 24.9 feet to the place of beginning, all in Block 6, Northern Subdivision, according to the recorded Plat thereof, in the City of Sheboygan, Sheboygan County, Wisconsin.

Tax Key Number:
59281314820

Mortgages:
Mortgage executed by Luke J. Steinbruecker, a single person, to Bank First National, 402 N. 8th St., Manitowoc, WI 54220, dated September 25, 2015 and recorded September 30, 2015 at 8:41 a.m. as Document Number 2010135, securing the principal sum of \$75,600.00.

Judgments/Liens:
Special charges by the City of Sheboygan against Luke J. Steinbruecker, 914 Ashland Ave., Sheboygan, WI 53081, for delinquent sewer and water in the amount of \$179.93.

Taxes:
Certificate No.: 412
Tax Year: 2020
Sale Year: 2021
PRINCIPAL Sum of Lien: \$1,330.30
The date by which interest and penalty needs to be computed is 02/01/2021.

Other:
None on record.

PARCEL NO. 59281318620

Owner(s) of Record:
Efrem Capetillo and the Estate of Barbara A. Capetillo, by virtue of a Warranty Deed dated September 30, 1991 and recorded October 2, 1991 in Volume 1184 at Page 578, as Document Number 1226742.

Property Address:
1429 South 9th Street, Sheboygan, WI 53081

Legal Description:
The North 20 feet of Lot 10 and the South 13 feet of Lot 11, Block 3 South Side Land Company's Addition to the City of Sheboygan, Sheboygan County, Wisconsin, according to the recorded Plat thereof.

Tax Key Number:
59281318620

Mortgages:
None of record.

Judgments/Liens:
Judgment executed by Efrem Capetillo in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2023TJ000042, dated December 14, 2022 and docketed May 17, 2023 at 9:21 a.m. in the principal sum of \$691.00. (No attorney listed).

Judgment executed by Efrem Capetillo in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2024TJ000004, August 23, 2023 and docketed January 16, 2024 at 2:19 p.m. in the principal sum of \$250.00. (No attorney listed).

Judgment executed by Efre Capetillo in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2024TJ000003, dated August 23, 2023 and docketed January 16, 2024 at 2:15 p.m. in the principal sum of \$691.00. (No attorney listed).

Judgment executed by Efre SR Capetillo in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000038, dated January 22, 2020 and docketed July 22, 2021 at 4:45 p.m. in the principal sum of \$250.00. (No attorney listed).

Judgment executed by Efre Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000033, dated June 12, 2019 and docketed July 22, 2021 at 4:15 p.m. in the principal sum of \$250.00. (No attorney listed).

Judgment executed by Efre Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000048, dated June 24, 2020 and docketed July 23, 2021 at 10:00 a.m. in the principal sum of \$691.00. (No attorney listed).

Judgment executed by Efre Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000046, dated August 19, 2020 and docketed July 23, 2021 at 10:00 a.m. in the principal sum of \$691.00. (No attorney listed).

Judgment executed by Efre Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000047, dated August 19, 2020 and docketed July 23, 2021 at 10:00 a.m. in the principal sum of \$691.00. (No attorney listed).

Judgment executed by Efre Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000049, dated June 24, 2020 and docketed July 23, 2021 at 10:00 a.m. in the principal sum of \$691.00. (No attorney listed).

Judgment executed by Efre Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000032, dated February 22, 2019 and docketed July 22, 2021 at 4:15 p.m. in the principal sum of \$125.00. (No attorney listed).

Judgment executed by Efre Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000056, dated March 17, 2021 and docketed July 23, 2021 at 10:25 a.m. in the principal sum of \$691.00. (No attorney listed).

Judgment executed by Efre Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000037, dated January 22, 2020 and docketed July 22, 2021 at 4:30 p.m. in the principal sum of \$250.00. (No attorney listed).

Judgment executed by Efre Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000052, dated February 10, 2021 and docketed July 23, 2021 at 10:05 a.m. in the principal sum of \$250.00. (No attorney listed).

Judgment executed by Efre Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000050, dated June 24, 2020 and docketed July 23, 2021 at 10:00 a.m. in the principal sum of \$187.00. (No attorney listed).

Judgment executed by Efre Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000034, dated October 30, 2019 and docketed July 22, 2021 at 4:30 p.m. in the principal sum of \$250.00. (No attorney listed).

Judgment executed by Efrem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000055, dated March 17, 2021 and docketed July 23, 2021 at 10:20 a.m. in the principal sum of \$691.00. (No attorney listed).

Judgment executed by Efrem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000058, dated March 17, 2021 and docketed July 23, 2021 at 11:15 a.m. in the principal sum of \$691.00. (No attorney listed).

Judgment executed by Efrem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000041, dated February 12, 2020 and docketed July 23, 2020 at 9:00 a.m. in the principal sum of \$691.00. (No attorney listed).

Judgment executed by Efrem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000057, dated March 17, 2021 and docketed July 23, 2021 at 10:30 a.m. in the principal sum of \$691.00. (No attorney listed).

Judgment executed by Efrem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000039, dated February 12, 2020 and docketed July 23, 2021 at 10:00 a.m. in the principal sum of \$691.00. (No attorney listed).

Judgment executed by Efrem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000035, dated September 18, 2019 and docketed July 22, 2021 at 4:30 p.m. in the principal sum of \$250.00. (No attorney listed).

Judgment executed by Efrem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000043, dated May 13, 2020 and docketed July 23, 2021 at 9:30 a.m. in the principal sum of \$250.00. (No attorney listed).

Judgment executed by Efrem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000059, dated March 17, 2021 and docketed July 23, 2021 at 11:25 a.m. in the principal sum of \$250.00. (No attorney listed).

Judgment executed by Efrem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000042, dated February 12, 2020 and docketed July 23, 2021 at 9:15 a.m. in the principal sum of \$691.00. (No attorney listed).

Judgment executed by Efrem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000045, dated July 15, 2020 and docketed July 23, 2021 at 9:30 a.m. in the principal sum of \$250.00. (No attorney listed).

Judgment executed by Efrem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000040, dated February 12, 2020 and docketed July 23, 2021 at 9:15 a.m. in the principal sum of \$187.00. (No attorney listed).

Judgment executed by Efrem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000053, dated March 17, 2021 and docketed July 23, 2021 at 10:15 a.m. in the principal sum of \$250.00. (No attorney listed).

Judgment executed by Efrem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000060, dated March 17, 2021 and docketed July 23, 2021 at 11:30 a.m. in the principal sum of \$187.00. (No attorney listed).

Judgment executed by Efrem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000044, dated June 17, 2020 and docketed July 23, 2021 at 9:30 a.m. in the principal sum of \$250.00. (No attorney listed).

Judgment executed by Efre Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000054, dated March 17, 2021 and docketed July 23, 2021 at 10:15 a.m. in the principal sum of \$691.00. (No attorney listed).

Judgment executed by Efre Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000036, dated November 13, 2019 and docketed July 22, 2021 at 4:30 p.m. in the principal sum of \$250.00. (No attorney listed).

Judgment executed by Efre Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000051, dated September 23, 2020 and docketed July 23, 2021 at 10:05 a.m. in the principal sum of \$250.00. (No attorney listed).

Special charges by the City of Sheboygan against Efre Capetillo, 1429 S. 9th St., Sheboygan, WI 53081, for delinquent sewer and water in the amount of \$101.46.

Taxes:

Certificate No.: 419
Tax Year: 2020
Sale Year: 2021
PRINCIPAL Sum of Lien: \$139.53
The date by which interest and penalty needs to be computed is 02/01/2021.

Other:

None on record.

PARCEL NO. 59281400750

Owner(s) of Record:

Tracy L. Rios by virtue of a Warranty Deed dated March 14, 2003 and recorded May 1, 2003 at 12:36 p.m. as Document Number 1683695.

Property Address:

1131 and 1131A Swift Avenue, Sheboygan, WI 53081

Legal Description:

Lot Six (6), Block Three (3), according to the recorded Plat of Assessment Subdivision No. 18, in the City of Sheboygan, Sheboygan County, Wisconsin.

Tax Key Number:

59281400750

Mortgages:

None of record.

Judgments/Liens:

Judgment executed against Tracy Oregon and Hipolito Oregon in favor of Health Payment Systems, Inc., 735 North Water Street, Milwaukee, WI 53202, Sheboygan County Circuit Court Case Number 2020SC000246, entered February 24, 2020 and docketed March 5, 2020 at 12:55 p.m. in the principal sum of \$3,263.48 (Attorney Deborah Krusche Bruck).

Judgment executed against Tracy Rios in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2023TJ000075, entered May 10, 2023 and docketed September 13, 2023 at 3:20 p.m. in the principal sum of \$691.00. (No attorney listed).

Judgment executed against Tracy Rios in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2023TJ000074, entered May 10, 2023 and docketed September 13, 2023 at 3:18 p.m. in the principal sum of \$691.00. (No attorney listed).

Special charges by the City of Sheboygan against Tracy L. Rios, 1131 Swift Ave., Sheboygan, WI 53081, for delinquent sewer and water in the amount of \$500.37.

Taxes:

Certificate No.: 437
 Tax Year: 2020
 Sale Year: 2021
 PRINCIPAL Sum of Lien: \$344.40

The date by which interest and penalty needs to be computed is 02/01/2021.

Other:

Easements, restrictions, and any other matters as may appear on the recorded Plat of the subject property.

PARCEL NO. 59281402100

Owner(s) of Record:

Jason Hansen by virtue of a Personal Representative's Deed dated August 28, 2015 and recorded October 28, 2015 at 2:33 p.m. as Document Number 2011639.

Property Address:

1928 South 13th Street, Sheboygan, WI 53081

Legal Description:

Lot 26 in Block 8 of Assessment Subdivision 18 to the City of Sheboygan.

Tax Key Number:

59281402100

Mortgages:

Mortgage executed by Jennifer L. Hansen, a single person, to The City of Sheboygan, Department of City Development, 807 Center Avenue, Sheboygan, WI 53081, dated April 8, 1994 and recorded on April 11, 1994 at 1:11 p.m. in Volume 1339 of Records, page 536/7, as Document Number 1401643, securing the principal sum of \$1,962.00.

Mortgage executed by Jennifer L. Hansen to City of Sheboygan, Department of City Development, 807 Center Avenue, Sheboygan, WI 53081, dated November 19, 1997 and recorded on December 4, 1997 at 1:24 p.m. in Volume 1541 of Records, page 427, as Document Number 1491922, securing the principal sum of \$7,500.00.

Mortgage executed by Jennifer L. Hansen to City of Sheboygan, Department of City Development, 807 Center Avenue, Sheboygan, WI 53081, dated October 23, 1998 and recorded on November 4, 1998 at 1:04 p.m. in Volume 1619 of Records, page 72, as Document Number 1523233, securing the principal sum of \$2,100.00.

Judgments/Liens:

Judgment executed against Jason Hansen in favor of Midland Funding LLC, 2365 Northside Drive, Suite 300, San Diego, CA 92108, Sheboygan County Circuit Court Case Number 2018SC000258, dated on February 19, 2018 and docketed February 21, 2018 at 3:57 p.m. in the principal sum of \$1,073.94 (Attorney Jason Donald Hermersmann).

Judgment executed against Jason M. Hansen in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2019TJ000237, dated on June 26, 2019 and docketed November 20, 2019 at 1:30 p.m. in the principal sum of \$250.00 (no attorney listed).

Judgment executed against Jason M. Hansen in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2019TJ000238, dated on June 26, 2019 and docketed November 20, 2019 at 1:30 p.m. in the principal sum of \$691.00 (no attorney listed).

Judgment executed against Jason M. Hansen in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2019TJ000239, dated on June 26, 2019 and docketed November 20, 2019 at 1:30 p.m. in the principal sum of \$(no amount listed) (no attorney listed).

Judgment executed against Jason M. Hansen in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2019TJ000242, dated on June 26, 2019 and docketed November 20, 2019 at 1:30 p.m. in the principal sum of \$691.00 (no attorney listed).

Judgment executed against Jason M. Hansen in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2019TJ000240, dated on June 26, 2019 and docketed November 20, 2019 at 1:30 p.m. in the principal sum of \$691.00 (no attorney listed).

Judgment executed against Jason M. Hansen in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2019TJ000246, dated on August 14, 2019 and docketed November 20, 2019 at 1:30 p.m. in the principal sum of \$691.00 (no attorney listed).

Judgment executed against Jason M. Hansen in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2019TJ000236, dated on August 14, 2019 and docketed November 20, 2019 at 1:23 p.m. in the principal sum of \$691.00 (no attorney listed).

Judgment executed against Jason M. Hansen in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2019TJ000241, dated on June 26, 2019 and docketed November 20, 2019 at 1:30 p.m. in the principal sum of \$691.00 (no attorney listed).

Judgment executed against Jason M. Hansen in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2019TJ000243, dated on June 26, 2019 and docketed November 20, 2019 at 1:30 p.m. in the principal sum of \$691.00 (no attorney listed).

Judgment executed against Jason M. Hansen in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2019TJ000245, dated on August 14, 2019 and docketed November 20, 2019 at 1:30 p.m. in the principal sum of \$691.00 (no attorney listed).

Judgment executed against Jason M. Hansen in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2019TJ000244, dated on May 8, 2019 and docketed November 20, 2019 at 1:30 p.m. in the principal sum of \$98.80 (no attorney listed).

Judgment executed against Jason Hansen in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2022TJ000318, dated on September 18, 2019 and docketed August 16, 2022 at 1:08 p.m. in the principal sum of \$250.00 (no attorney listed).

Judgment executed against Jason Hansen in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2022TJ000348, dated on July 27, 2022 and docketed August 16, 2022 at 1:57 p.m. in the principal sum of \$250.00 (no attorney listed).

Judgment executed against Jason Hansen in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2022TJ000321, dated on June 10, 2020 and docketed August 16, 2022 at 1:10 p.m. in the principal sum of \$105.00 (no attorney listed).

Judgment executed against Jason Hansen in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2022TJ000338, dated on November 10, 2021 and docketed August 16, 2022 at 1:49 p.m. in the principal sum of \$250.00 (no attorney listed).

Judgment executed against Jason Hansen in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2022TJ000326, dated on June 9, 2021 and docketed August 16, 2022 at 1:14 p.m. in the principal sum of \$691.00 (no attorney listed).

Judgment executed against Jason Hansen in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2022TJ000337, dated on October 13, 2021 and docketed August 16, 2022 at 1:48 p.m. in the principal sum of \$98.80 (no attorney listed).

Judgment executed against Jason Hansen in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2023TJ000100, dated on July 24, 2023 and docketed December 6, 2023 at 10:29 a.m. in the principal sum of \$250.00 (no attorney listed).

Judgment executed against Jason Hansen in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2022TJ000331, dated on September 8, 2021 and docketed August 16, 2022 at 1:27 p.m. in the principal sum of \$691.00 (no attorney listed).

Judgment executed against Jason Hansen in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2022TJ000345, dated on February 23, 2022 and docketed August 16, 2022 at 1:53 p.m. in the principal sum of \$691.00 (no attorney listed).

Judgment executed against Jason Hansen in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2022TJ000320, dated on December 11, 2019 and docketed August 16, 2022 at 1:09 p.m. in the principal sum of \$250.00 (no attorney listed).

Judgment executed against Jason Hansen in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2022TJ000335, dated on September 22, 2021 and docketed August 16, 2022 at 1:47 p.m. in the principal sum of \$73.60 (no attorney listed).

Judgment executed against Jason Hansen in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2022TJ000323, dated on November 18, 2020 and docketed August 16, 2022 at 1:11 p.m. in the principal sum of \$691.00 (no attorney listed).

Judgment executed against Jason Hansen in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2022TJ000325, dated on June 9, 2021 and docketed August 16, 2022 at 1:13 p.m. in the principal sum of \$691.00 (no attorney listed).

Judgment executed against Jason Hansen in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2022TJ000329, dated on August 11, 2021 and docketed August 16, 2022 at 1:26 p.m. in the principal sum of \$691.00 (no attorney listed).

Judgment executed against Jason Hansen in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2022TJ000324, dated on November 18, 2020 and docketed August 16, 2022 at 1:12 p.m. in the principal sum of \$691.00 (no attorney listed).

Judgment executed against Jason Hansen in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2022TJ000341, dated on November 17, 2021 and docketed August 16, 2022 at 1:50 p.m. in the principal sum of \$691.00 (no attorney listed).

Judgment executed against Jason Hansen in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2022TJ000322, dated on November 18, 2020 and docketed August 16, 2020 at 1:11 p.m. in the principal sum of \$250.00 (no attorney listed).

Judgment executed against Jason Hansen in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2022TJ000347, dated on February 23, 2022 and docketed August 16, 2022 at 1:56 p.m. in the principal sum of \$691.00 (no attorney listed).

Judgment executed against Jason Hansen in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2022TJ000334, dated on September 8, 2021 and docketed August 16, 2022 at 1:46 p.m. in the principal sum of \$691.00 (no attorney listed).

Judgment executed against Jason Hansen in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2022TJ000342, dated on November 17, 2021 and docketed August 16, 2022 at 1:51 p.m. in the principal sum of \$691.00 (no attorney listed).

Judgment executed against Jason Hansen in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2022TJ000343, dated on November 17, 2021 and docketed August 16, 2022 at 1:51 p.m. in the principal sum of \$691.00 (no attorney listed).

Judgment executed against Jason Hansen in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2022TJ000340, dated on November 17, 2021 and docketed August 16, 2022 at 1:50 p.m. in the principal sum of \$691.00 (no attorney listed).

Judgment executed against Jason Hansen in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2022TJ000344, dated on February 23, 2022 and docketed August 16, 2022 at 1:52 p.m. in the principal sum of \$691.00 (no attorney listed).

Judgment executed against Jason Hansen in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2022TJ000333, dated on

September 8, 2021 and docketed August 16, 2022 at 1:45 p.m. in the principal sum of \$691.00 (no attorney listed).

Judgment executed against Jason Hansen in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2022TJ000339, dated on November 17, 2021 and docketed August 16, 2022 at 1:49 p.m. in the principal sum of \$691.00 (no attorney listed).

Judgment executed against Jason Hansen in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2022TJ000330, dated on October 13, 2021 and docketed August 16, 2022 at 1:27 p.m. in the principal sum of \$691.00 (no attorney listed).

Judgment executed against Jason Hansen in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2022TJ000346, dated on February 23, 2022 and docketed August 16, 2022 at 1:54 p.m. in the principal sum of \$691.00 (no attorney listed).

Judgment executed against Jason Hansen in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2022TJ000336 dated on October 13, 2021 and docketed August 16, 2022 at 1:47 p.m. in the principal sum of \$98.80 (no attorney listed).

Judgment executed against Jason Hansen in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2022TJ000319, dated on October 9, 2019 and docketed August 16, 2022 at 1:09 p.m. in the principal sum of \$691.00 (no attorney listed).

Judgment executed against Jason Hansen in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2022TJ000327, dated on June 9, 2021 and docketed August 16, 2022 at 1:25 p.m. in the principal sum of \$691.00 (no attorney listed).

Judgment executed against Jason Hansen in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2022TJ000332, dated on September 8, 2021 and docketed August 16, 2022 at 1:31 p.m. in the principal sum of \$691.00 (no attorney listed).

Judgment executed against Jason Hansen in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2022TJ000328, dated on June 9, 2021 and docketed August 16, 2022 at 1:25 p.m. in the principal sum of \$691.00 (no attorney listed).

Special charges by the City of Sheboygan against Jason Hansen, 1928 S. 13th St., Sheboygan, WI 53081, for delinquent lateral in the amount of \$1,912.08.

Taxes:

Certificate No.:	626	444
Tax Year:	2019	2020
Sale Year:	2020	2021
PRINCIPAL Sum of Lien:	\$950.61	\$1,037.60

The date by which interest and penalty needs to be computed is 02/01/2020 and 02/01/2021 respectively.

Other:

Easements, restrictions, and any other matters as may appear on the recorded Plat of the subject property.

Raze Order dated July 12, 2023 and recorded July 17, 2023 at 2:12 p.m. as Document Number 2152914.

PARCEL NO. 59281479118**Owner(s) of Record:**

Aamay Sheboygan LLC, a Wisconsin limited liability company, by virtue of a Special Warranty Deed dated June 12, 2018 and recorded June 22, 2018 at 2:22 p.m. as Document Number 2058505.

Property Address:

3711 Greenwing Drive, Sheboygan, Wisconsin 53081

Legal Description:

Lot 2 of a Certified Survey Map recorded in Volume 25 of Certified Survey Maps, at Page 198, as Document #1949810, being part of Lot 2 Greenwing Subdivision a Re-Subdivision of Lots 2, 5, 6 and 8 and part of Lot 7 of the Final Plat of Zimbal Farm. located in the Northeast ¼ of the Northwest ¼ of Section 4, Township 14 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin.

Tax Key Number:

59281479118

Mortgages:

None of record.

Judgments/Liens:

None of record.

Taxes:

Certificate No.:	492
Tax Year:	2020
Sale Year:	2021
PRINCIPAL Sum of Lien:	\$18,856.55

The date by which interest and penalty needs to be computed is 02/01/2021.

Other:

Recitals as shown on that certain map/plat recorded on January 25, 2005, as Document Number 1756356, being the Final Plat of Greenwing Subdivision. Reference is hereby made to said document for full particulars.

Recitals as shown on that certain map/plat recorded on August 3, 2012, as Document No. 1949810, being Volume 25 of Certified Survey Maps, Page 198. Reference is hereby made to said document for full particulars.

Terms and conditions as referenced in Special Warranty Deed recorded June 30, 2008 at 9:58 a.m., as Document Number 1856097.

Estoppel Affidavit recorded June 28, 2012 at 1:50 p.m., as Document Number 1947435.

Declaration of Deed Restriction recorded August 17, 2012 at 1:49 p.m., as Document Number 1950678.

An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein as disclosed by the document entitled Memorandum of Lease Agreement, Berengaria Sheboygan, LLC, landlord, Goodwill Retail Services, Inc., tenant, recorded on November 14, 2012 at 2:58 p.m., as Document Number 1956672. Subordination, Non-Disturbance and Attornment Agreement recorded April 12, 2013 at 12:13 p.m., as Document Number 1966437.

Easement Underground Electric and Communication recorded on July 6, 2020 at 4:17 p.m., as Document Number 2094417.

Temporary Easement Underground Electric and Communication recorded July 6, 2020 at 4:17 p.m., as Document Number 2094418.

Development Plan Approval recorded June 22, 2018 at 2:22 p.m., as Document Number 2058506.

PARCEL NO. 59281501820

Owner(s) of Record:

Efrem Capetillo, Sr., a single person by virtue of a Quit Claim Deed, dated February 8, 2018 and recorded February 9, 2018 at 3:08 P.M. as Document Number 2052346.

Property Address:

521 North 14th Street, Sheboygan, WI 53081

Legal Description:

The South One-Half (S1/2) of the West forty (40) feet of Lot Number Five (5) and the South fifty (50) feet of Lot Number Six (6) in Block One Hundred Sixty (160) of the Original Plat of the City of Sheboygan.

Tax Key Number:

59281501820

Mortgages:

None of record.

Judgments/Liens:

Judgment executed by Efrem Capetillo in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2023TJ000042, dated December 14, 2022 and docketed May 17, 2023 at 9:21 a.m. in the principal sum of \$691.00. (No attorney listed).

Judgment executed by Efrem Capetillo in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2024TJ000004, August 23, 2023 and docketed January 16, 2024 at 2:19 p.m. in the principal sum of \$250.00. (No attorney listed).

Judgment executed by Efrem Capetillo in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2024TJ000003, dated August 23, 2023 and docketed January 16, 2024 at 2:15 p.m. in the principal sum of \$691.00. (No attorney listed).

Judgment executed by Efrem SR Capetillo in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000038, dated January 22, 2020 and docketed July 22, 2021 at 4:45 p.m. in the principal sum of \$250.00. (No attorney listed).

Judgment executed by Efrem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000033, dated June 12, 2019 and docketed July 22, 2021 at 4:15 p.m. in the principal sum of \$250.00. (No attorney listed).

Judgment executed by Efrem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000048, dated June 24, 2020 and docketed July 23, 2021 at 10:00 a.m. in the principal sum of \$691.00. (No attorney listed).

Judgment executed by Efreem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000046, dated August 19, 2020 and docketed July 23, 2021 at 10:00 a.m. in the principal sum of \$691.00. (No attorney listed).

Judgment executed by Efreem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000047, dated August 19, 2020 and docketed July 23, 2021 at 10:00 a.m. in the principal sum of \$691.00. (No attorney listed).

Judgment executed by Efreem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000049, dated June 24, 2020 and docketed July 23, 2021 at 10:00 a.m. in the principal sum of \$691.00. (No attorney listed).

Judgment executed by Efreem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000032, dated February 22, 2019 and docketed July 22, 2021 at 4:15 p.m. in the principal sum of \$125.00. (No attorney listed).

Judgment executed by Efreem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000056, dated March 17, 2021 and docketed July 23, 2021 at 10:25 a.m. in the principal sum of \$691.00. (No attorney listed).

Judgment executed by Efreem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000037, dated January 22, 2020 and docketed July 22, 2021 at 4:30 p.m. in the principal sum of \$250.00. (No attorney listed).

Judgment executed by Efreem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000052, dated February 10, 2021 and docketed July 23, 2021 at 10:05 a.m. in the principal sum of \$250.00. (No attorney listed).

Judgment executed by Efreem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000050, dated June 24, 2020 and docketed July 23, 2021 at 10:00 a.m. in the principal sum of \$187.00. (No attorney listed).

Judgment executed by Efreem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000034, dated October 30, 2019 and docketed July 22, 2021 at 4:30 p.m. in the principal sum of \$250.00. (No attorney listed).

Judgment executed by Efreem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000055, dated March 17, 2021 and docketed July 23, 2021 at 10:20 a.m. in the principal sum of \$691.00. (No attorney listed).

Judgment executed by Efreem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000058, dated March 17, 2021 and docketed July 23, 2021 at 11:15 a.m. in the principal sum of \$691.00. (No attorney listed).

Judgment executed by Efreem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000041, dated February 12, 2020 and docketed July 23, 2020 at 9:00 a.m. in the principal sum of \$691.00. (No attorney listed).

Judgment executed by Efreem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000057, dated March 17, 2021 and docketed July 23, 2021 at 10:30 a.m. in the principal sum of \$691.00. (No attorney listed).

Judgment executed by Efreem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000039, dated February 12, 2020 and docketed July 23, 2021 at 10:00 a.m. in the principal sum of \$691.00. (No attorney listed).

Judgment executed by Efrem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000035, dated September 18, 2019 and docketed July 22, 2021 at 4:30 p.m. in the principal sum of \$250.00. (No attorney listed).

Judgment executed by Efrem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000043, dated May 13, 2020 and docketed July 23, 2021 at 9:30 a.m. in the principal sum of \$250.00. (No attorney listed).

Judgment executed by Efrem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000059, dated March 17, 2021 and docketed July 23, 2021 at 11:25 a.m. in the principal sum of \$250.00. (No attorney listed).

Judgment executed by Efrem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000042, dated February 12, 2020 and docketed July 23, 2021 at 9:15 a.m. in the principal sum of \$691.00. (No attorney listed).

Judgment executed by Efrem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000045, dated July 15, 2020 and docketed July 23, 2021 at 9:30 a.m. in the principal sum of \$250.00. (No attorney listed).

Judgment executed by Efrem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000040, dated February 12, 2020 and docketed July 23, 2021 at 9:15 a.m. in the principal sum of \$187.00. (No attorney listed).

Judgment executed by Efrem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000053, dated March 17, 2021 and docketed July 23, 2021 at 10:15 a.m. in the principal sum of \$250.00. (No attorney listed).

Judgment executed by Efrem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000060, dated March 17, 2021 and docketed July 23, 2021 at 11:30 a.m. in the principal sum of \$187.00. (No attorney listed).

Judgment executed by Efrem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000044, dated June 17, 2020 and docketed July 23, 2021 at 9:30 a.m. in the principal sum of \$250.00. (No attorney listed).

Judgment executed by Efrem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000054, dated March 17, 2021 and docketed July 23, 2021 at 10:15 a.m. in the principal sum of \$691.00. (No attorney listed).

Judgment executed by Efrem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000036, dated November 13, 2019 and docketed July 22, 2021 at 4:30 p.m. in the principal sum of \$250.00. (No attorney listed).

Judgment executed by Efrem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000051, dated September 23, 2020 and docketed July 23, 2021 at 10:05 a.m. in the principal sum of \$250.00. (No attorney listed).

Special charge by the City of Sheboygan against Efrem Capetillo Sr, 521 N. 14th St., Sheboygan, WI 53081, for house razing in the amount of \$15,000.00.

Taxes:

Certificate No.:	499
Tax Year:	2020

Sale Year: 2021
 PRINCIPAL Sum of Lien: \$491.89
 The date by which interest and penalty needs to be computed is 02/01/2021.

Other:
 None on record.

PARCEL NO. 59281502720

Owner(s) of Record:

Scott G. Baldock by virtue of a Special Warranty Deed dated 2007 and recorded April 30, 2007 at 12:02 p.m. as Document Number 1825394.

Property Address:

520 South 13th Street, Sheboygan, WI 53081

Legal Description:

The North 45 feet of the East 40 feet of Lot 11 and the North 45 feet of Lot 12, Block 170, according to the recorded Original Plat of the City of Sheboygan, Sheboygan County, Wisconsin.

Tax Key Number:

59281502720

Mortgages:

None of record.

Judgments/Liens:

Judgment executed against Scott G. Baldock in favor of Sheboygan County Clerk of Circuit Court (no address listed), Sheboygan County Circuit Court Case Number 2019FO000413, entered March 18, 2020 and docketed March 18, 2020 at 9:08 a.m. in the principal sum of \$169.00 (no attorney listed).

Judgment executed against Scott G. Baldock in favor of Sheboygan County Clerk of Circuit Court (no address listed), Sheboygan County Circuit Court Case Number 2019TR001973, entered September 23, 2019 and docketed September 23, 2019 at 9:06 a.m. in the principal sum of \$175.30 (no attorney listed).

Judgment executed against Scott G. Baldock in favor of Sheboygan County Clerk of Circuit Court (no address listed), Sheboygan County Circuit Court Case Number 2020FO000424, entered February 17, 2021 and docketed February 17, 2021 at 11:23 a.m. in the principal sum of \$389.50. (no attorney listed).

Judgment executed against Scott G. Baldock in favor of Sheboygan County Clerk of Circuit Court (no address listed), Sheboygan County Circuit Court Case Number 2022TR001539, entered July 13, 2022 and docketed July 13, 2022 at 8:58 a.m. in the principal sum of \$175.30. (no attorney listed).

Judgment executed against Scott G. Baldock in favor of Sheboygan County Clerk of Circuit Court (no address listed), Sheboygan County Circuit Court Case Number 2021FO000412, entered October 11, 2021 and docketed October 11, 2021 at 10:50 a.m. in the principal sum of \$515.50. (no attorney listed).

Judgment executed against Scott G. Baldock in favor of Sheboygan County Clerk of Circuit Court (no address listed), Sheboygan County Circuit Court Case Number 2022TR001540, entered July 13, 2022 and docketed July 13, 2022 at 8:58 a.m. in the principal sum of \$200.50. (no attorney listed).

Taxes:

Certificate No.: 502

Tax Year: 2020
 Sale Year: 2021
 PRINCIPAL Sum of Lien: \$225.35
 The date by which interest and penalty needs to be computed is 02/01/2021.

Other:

Raze Order dated September 22, 2015 and recorded September 25, 2015 at 3:21 P.M. as Document Number 2009944.

Raze Order dated April 10, 2019 and recorded April 16, 2019 at 11:42 A.M. as Document Number 2071282.

PARCEL NO. 59281503230

Owner(s) of Record:

Efrem Capetillo, by virtue of a Personal Representative's Deed dated February 20, 2013 and recorded February 25, 2013 at 11:13 A.M., as Document Number 1963386.

Property Address:

1419 Jefferson Avenue, Sheboygan, WI 53081

Legal Description:

The West 20 feet of Lot 3 and the East 20 feet of Lot 4, Block 190, Sheboygan Original Plat, according to the Plat thereof, in the City of Sheboygan, Sheboygan County, Wisconsin.

Tax Key Number:

59281503230

Mortgages:

None of record.

Judgments/Liens:

Judgment executed by Efrem Capetillo in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2023TJ000042, dated December 14, 2022 and docketed May 17, 2023 at 9:21 a.m. in the principal sum of \$691.00. (No attorney listed).

Judgment executed by Efrem Capetillo in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2024TJ000004, August 23, 2023 and docketed January 16, 2024 at 2:19 p.m. in the principal sum of \$250.00. (No attorney listed).

Judgment executed by Efrem Capetillo in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2024TJ000003, dated August 23, 2023 and docketed January 16, 2024 at 2:15 p.m. in the principal sum of \$691.00. (No attorney listed).

Judgment executed by Efrem SR Capetillo in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000038, dated January 22, 2020 and docketed July 22, 2021 at 4:45 p.m. in the principal sum of \$250.00. (No attorney listed).

Judgment executed by Efrem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000033, dated June 12, 2019 and docketed July 22, 2021 at 4:15 p.m. in the principal sum of \$250.00. (No attorney listed).

Judgment executed by Efre Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000048, dated June 24, 2020 and docketed July 23, 2021 at 10:00 a.m. in the principal sum of \$691.00. (No attorney listed).

Judgment executed by Efre Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000046, dated August 19, 2020 and docketed July 23, 2021 at 10:00 a.m. in the principal sum of \$691.00. (No attorney listed).

Judgment executed by Efre Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000047, dated August 19, 2020 and docketed July 23, 2021 at 10:00 a.m. in the principal sum of \$691.00. (No attorney listed).

Judgment executed by Efre Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000049, dated June 24, 2020 and docketed July 23, 2021 at 10:00 a.m. in the principal sum of \$691.00. (No attorney listed).

Judgment executed by Efre Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000032, dated February 22, 2019 and docketed July 22, 2021 at 4:15 p.m. in the principal sum of \$125.00. (No attorney listed).

Judgment executed by Efre Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000056, dated March 17, 2021 and docketed July 23, 2021 at 10:25 a.m. in the principal sum of \$691.00. (No attorney listed).

Judgment executed by Efre Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000037, dated January 22, 2020 and docketed July 22, 2021 at 4:30 p.m. in the principal sum of \$250.00. (No attorney listed).

Judgment executed by Efre Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000052, dated February 10, 2021 and docketed July 23, 2021 at 10:05 a.m. in the principal sum of \$250.00. (No attorney listed).

Judgment executed by Efre Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000050, dated June 24, 2020 and docketed July 23, 2021 at 10:00 a.m. in the principal sum of \$187.00. (No attorney listed).

Judgment executed by Efre Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000034, dated October 30, 2019 and docketed July 22, 2021 at 4:30 p.m. in the principal sum of \$250.00. (No attorney listed).

Judgment executed by Efre Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000055, dated March 17, 2021 and docketed July 23, 2021 at 10:20 a.m. in the principal sum of \$691.00. (No attorney listed).

Judgment executed by Efre Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000058, dated March 17, 2021 and docketed July 23, 2021 at 11:15 a.m. in the principal sum of \$691.00. (No attorney listed).

Judgment executed by Efre Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000041, dated February 12, 2020 and docketed July 23, 2020 at 9:00 a.m. in the principal sum of \$691.00. (No attorney listed).

Judgment executed by Efre Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000057, dated March 17, 2021 and docketed July 23, 2021 at 10:30 a.m. in the principal sum of \$691.00. (No attorney listed).

Judgment executed by Efrem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000039, dated February 12, 2020 and docketed July 23, 2021 at 10:00 a.m. in the principal sum of \$691.00. (No attorney listed).

Judgment executed by Efrem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000035, dated September 18, 2019 and docketed July 22, 2021 at 4:30 p.m. in the principal sum of \$250.00. (No attorney listed).

Judgment executed by Efrem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000043, dated May 13, 2020 and docketed July 23, 2021 at 9:30 a.m. in the principal sum of \$250.00. (No attorney listed).

Judgment executed by Efrem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000059, dated March 17, 2021 and docketed July 23, 2021 at 11:25 a.m. in the principal sum of \$250.00. (No attorney listed).

Judgment executed by Efrem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000042, dated February 12, 2020 and docketed July 23, 2021 at 9:15 a.m. in the principal sum of \$691.00. (No attorney listed).

Judgment executed by Efrem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000045, dated July 15, 2020 and docketed July 23, 2021 at 9:30 a.m. in the principal sum of \$250.00. (No attorney listed).

Judgment executed by Efrem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000040, dated February 12, 2020 and docketed July 23, 2021 at 9:15 a.m. in the principal sum of \$187.00. (No attorney listed).

Judgment executed by Efrem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000053, dated March 17, 2021 and docketed July 23, 2021 at 10:15 a.m. in the principal sum of \$250.00. (No attorney listed).

Judgment executed by Efrem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000060, dated March 17, 2021 and docketed July 23, 2021 at 11:30 a.m. in the principal sum of \$187.00. (No attorney listed).

Judgment executed by Efrem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000044, dated June 17, 2020 and docketed July 23, 2021 at 9:30 a.m. in the principal sum of \$250.00. (No attorney listed).

Judgment executed by Efrem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000054, dated March 17, 2021 and docketed July 23, 2021 at 10:15 a.m. in the principal sum of \$691.00. (No attorney listed).

Judgment executed by Efrem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000036, dated November 13, 2019 and docketed July 22, 2021 at 4:30 p.m. in the principal sum of \$250.00. (No attorney listed).

Judgment executed by Efrem Capetillo SR in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2021TJ000051, dated September 23, 2020 and docketed July 23, 2021 at 10:05 a.m. in the principal sum of \$250.00. (No attorney listed).

Special charges by the City of Sheboygan against Efrem Capetillo, 1419 Jefferson Ave., Sheboygan, WI 53081, for delinquent sewer and water in the amount of \$116.98.

Taxes:

Certificate No.: 504
Tax Year: 2020
Sale Year: 2021
PRINCIPAL Sum of Lien: \$790.78

The date by which interest and penalty needs to be computed is 02/01/2021.

Other:

None on record.

PARCEL NO. 59281512930

Owner(s) of Record:

Jeffrey E. Sargent and Theresa M. Sargent, husband and wife as survivorship martial property, by virtue of a Trustee's, dated October 7, 2019 and recorded October 10, 2019 at 8:59 A.M. as Document Number 2080150. (Fulfillment of Land Contract, Document Number 1866460, Assigned as Document Number 1965792.).

Property Address:

1219 South 19th Street, Sheboygan, WI 53081

Legal Description:

Lot Number Twenty-two (22) of Riverview Division of the City of Sheboygan, according to the recorded plat thereof.

Tax Key Number:

59281512930

Mortgages:

None of record.

Judgments/Liens:

Judgment executed against Jeffrey E. Sargent in favor of Sheboygan County Clerk of Circuit Court – No address listed, Sheboygan County Circuit Court Case Number 2021CT000345, entered July 5, 2023 and docketed July 5, 2023 at 9:54 a.m. in the principal sum of \$1,067.00. (No attorney listed).

Special charges by the City of Sheboygan against Jeffrey E. and Theresa M. Sargent, 1219 S. 9th St., Sheboygan, WI 53081, for delinquent sewer and water in the amount of \$171.94.

Taxes:

Certificate No.: 535
Tax Year: 2020
Sale Year: 2021
PRINCIPAL Sum of Lien: \$1,410.48

The date by which interest and penalty needs to be computed is 02/01/2021.

Other:

Easements, restrictions, and any other matters as may appear on the recorded Plats/Certified Survey Maps of the subject property.

PARCEL NO. 59281600180**Owner(s) of Record:**

Dietrich Holdings, LLC, an administratively dissolved Wisconsin limited liability company, as Vendor, and Luis Octavio Sanabria Alanis, a single person, and Loor V. Moises Neco, a single person, as Purchaser in Land Contract dated October 31, 2019 and recorded November 7, 2019 at 2:11 p.m. as Document Number 2081638.

Property Address:

1436 Superior Avenue, Sheboygan, WI 53081

Legal Description:

West 40 feet of the South 70 feet of Lot 6, Block 15, Sheboygan Original Plat, of the City of Sheboygan, according to the Plat thereof, Sheboygan County, Wisconsin.

Tax Key Number:

59281600180

Mortgages:

Dietrich Holdings, LLC, an administratively dissolved Wisconsin limited liability company, 427 Bluff Avenue, Sheboygan, WI 53081, as Vendor, and Luis Octavio Sanabria Alanis, a single person, and Loor V. Moises Neco, a single person, as Purchaser in Land Contract dated October 31, 2019 and recorded November 7, 2019 at 2:11 p.m. as Document Number 2081638.

Judgments/Liens:

Child Support Lien against Luis Sanabria DOB September 10, 1972, Lien Docket Number 000671962, filed August 9, 2020 in the principal amount of \$929.99, Brown County.

Special charges by the City of Sheboygan against Luis Octavio Sanabria Alanis and Loor V Moises Neco, 1436 Superior Ave., Sheboygan, WI 53081, for delinquent sewer and water in the amount of \$154.45.

Taxes:

Certificate No.:	539
Tax Year:	2020
Sale Year:	2021
PRINCIPAL Sum of Lien:	\$46.00

The date by which interest and penalty needs to be computed is 02/01/2021.

Other:

Easements, restrictions, and any other matters as may appear on the recorded Plats/Certified Survey Maps of the subject property.

PARCEL NO. 59281625290**Owner(s) of Record:**

Donald Harvey Klumb, Jr., a single person, by virtue of a Quit Claim Deed dated March 24, 1999 in Volume 1657, Page 255 of Records, recorded on March 26, 1999 at 12:40 P.M. as Document Number 1538691.

Property Address:

2126 North 22nd Street, Sheboygan, WI 53081

Legal Description:

Lot Twenty (20), Block Five (5), St. Dominic's Subdivision, City of Sheboygan, Sheboygan County, Wisconsin, according to the recorded plat thereof.

Tax Key Number:
59281625290

Mortgages:
Mortgage executed by Donald H. Klumb, Jr. and Peggy Ann Klumb, husband and wife to Guaranty Bank S.S.B., 4000 West Brown Deer Road, Brown Deer, WI 53209, dated August 4, 1995 and recorded in Volume 1404 of Records, page 389/91, on August 17, 1995 as Document Number 1432633, securing the principal sum of \$25,900.00; Modification of Mortgage related thereto dated July 16, 1998 and recorded July 27, 1998 at 4:24 P.M. as Document Number 1513198.

Judgments/Liens:
Judgment against Don Klumb in favor of UnitedOne Credit Union, 1117 S. 10th St., Manitowoc, WI 54220 US, dated November 13, 2017, docketed November 14, 2017 at 2:21 P.M., Case Number 2017SC002391, in the amount of \$1,105.32.

Judgment against Don Klumb in favor of Portfolio Recovery Associates, LLC, PO Box 12914, Norfolk, VA 23541 US, dated June 17, 2019, docketed July 30, 2019 at 9:29 A.M., Case Number 2019SC001164, in the amount of \$763.15 (Attorney Geoff P. Estes).

State Tax Lien against Donald Klumb in favor of Dept of Revenue, no address listed, dated April 27, 2017 and docketed October 10, 2019 at 7:55 P.M., Case Number 2019TW000192, in the amount of \$3,871.46 (No attorney listed).

Judgment against Donald H. Klumb in favor of Portfolio Recovery Associates, LLC, PO Box 12914, Norfolk, VA 23541 US, dated March 18, 2019, docketed May 24, 2019 at 8:02 A.M., Case Number 2019SC00463, in the amount of \$2,855.16 (Attorney Casey Cross).

Special charges by the City of Sheboygan against Donald H. Klumb Jr., 2126 N. 22nd St., Sheboygan, WI 53081, for delinquent sewer and water in the amount of \$217.33.

Taxes:
Certificate No.: 578
Tax Year: 2020
Sale Year: 2021
PRINCIPAL Sum of Lien: \$1,377.81
The date by which interest and penalty needs to be computed is 02/01/2021.

Other:
Five-foot utility easement along the west line of Lot 20 as set forth in Volume 5 of Plats, Page 81.

PARCEL NO. 59281705430

Owner(s) of Record:
Charles P. & Paulette S. Multhauf, as Vendor, and Anthony & Lisa Hughes, as Purchaser, under Land Contract dated August 17, 2015 and recorded on September 10, 2015 at 2:24 p.m. as Document Number 2009144.

Property Address:
1922 North 9th Street, Sheboygan, WI 53081

Legal Description:

Lot 8 in Block 6 of Assessment Subdivision No. 12 in the City of Sheboygan, according to the recorded plat thereof.

Tax Key Number:

59281705430

Mortgages:

Charles P. & Paulette S. Multhauf, 211 Amherst Avenue, Sheboygan Falls, WI 53085, as Vendor, and Anthony & Lisa Hughes, as Purchaser, under Land Contract dated August 17, 2015 and recorded on September 10, 2015 at 2:24 p.m. as Document Number 2009144.

Judgments/Liens:

Judgment executed against Anthony Hughes in favor of Midland Funding LLC, 2365 Northside Drive, Suite 300, San Diego, CA 92108, Sheboygan County Circuit Court Case Number 2018SC000975, entered May 14, 2018 and docketed May 17, 2018 at 3:39 p.m. in the principal sum of \$729.08 (Attorney Zachary W. Spaciel).

Judgment executed against Lisa A. Hughes in favor of Aurora Health Care Central, Inc., P.O. Box 343910, Milwaukee, WI 53215 and Aurora Medical Group, P.O. Box 343910, 3301 W. Forest Home Avenue, Milwaukee, WI 53234, Sheboygan County Circuit Court Case Number 2016SC001631, entered October 26, 2016 and docketed November 9, 2016 at 12:10 p.m. in the principal sum of \$9,859.08 (Attorney John M. Heuer).

Taxes:

Certificate No.:	617
Tax Year:	2020
Sale Year:	2021
PRINCIPAL Sum of Lien:	\$182.70

The date by which interest and penalty needs to be computed is 02/01/2021.

Other:

Easements, restrictions, and any other matters as may appear on the recorded Plats/Certified Survey Maps of the subject property.

Divorce Filed #2021FA000242.

PARCEL NO. 59281707870**Owner(s) of Record:**

Beth Trepanier, a single person, by virtue of a Special Warranty Deed dated August 22, 2018 and recorded August 29, 2018 at 10:01 a.m., as Document Number 2061710.

Property Address:

1620 North 12th Street, Sheboygan, Wisconsin 53081

Legal Description:

Lot 44, F.W. Blocki's Subdivision of Lots A and B in Bates Addition, according to the recorded Plat thereof, in the City of Sheboygan, Sheboygan County, Wisconsin, EXCEPT part taken for North 12th Street.

Tax Key Number:

59281707870

Mortgages:

None of record.

Judgments/Liens:

Judgment executed against Beth Trepanier, debtor, in favor Midland Credit Management, INC, 350 Camino DE LA Reina, Suite 100, San Diego, CA 92108, creditor, Sheboygan County Circuit Court Case Number 2021SC000005, entered February 1, 2021 and docketed February 26, 2021 at 3:37 p.m. in the principal sum of \$737.54 (Attorney Kirk R. Emick).

Special charges by the City of Sheboygan against Beth Trepanier, 1620 N. 12th St., Sheboygan, WI 53081, for delinquent sewer and water in the amount of \$330.99.

Taxes:

Certificate No.:	629
Tax Year:	2020
Sale Year:	2021
PRINCIPAL Sum of Lien:	\$1,684.38

The date by which interest and penalty needs to be computed is 02/01/2021.

Other:

None of record.

PARCEL NO. 59281712620**Owner(s) of Record:**

Todd P. Kopetsky and Sarah J. Kopetsky, as single persons, by virtue of a Warranty Deed, dated October 13, 1994 and recorded October 19, 1994 at 8:26 a.m. in Volume 1365 of Records, page 596 as Document Number 1414082. (Note: Divorce granted December 11, 2019, Sheboygan County Case Number 2019FA000254).

Property Address:

1430 Pershing Avenue, Sheboygan, WI 53083

Legal Description:

Lots 17 and 18 in Block 9 of Lake Shore Division, City of Sheboygan, Sheboygan County, Wisconsin.

Tax Key Number:

59281712620

Mortgages:

None of record.

Judgments/Liens:

Judgment executed against Todd Kopetsky in favor of Ford Motor Credit Company, LLC, c/o Gurstel Law Firm P.C., 622 N. Water Street #400, Milwaukee, WI 53202, Sheboygan County Circuit Court Case Number 2021SC000648, entered May 17, 2021 and docketed February 15, 2022 at 10:57 a.m. in the principal sum of \$3,674.60 (Attorney Anjali Sharma).

Judgment executed against Todd Kopetsky in favor of Synchrony Bank, 170 Election Road, Suite 125, Draper, UT 84020, Sheboygan County Circuit Court Case Number 2022SC000842, entered July 26, 2022 and docketed September 13, 2022 at 4:36 p.m. in the principal sum of \$7,794.02 (Attorney Kayla A. Paleka).

Judgment executed against Todd P. Kopetsky in favor of Citibank, N.A., 5800 South Corporate Place, Sioux Falls, SD 57108, Sheboygan County Circuit Court Case Number 2020SC001347, entered November 2, 2020 and docketed April 1, 2021 at 8:50 a.m. in the principal sum of \$3,476.12 (Attorney Evan R. Fingert).

Judgment executed against Todd P. Kopetsky in favor of Dept. of Workforce Development – No address listed, Sheboygan County Circuit Court Case Number 2023UC000075, entered June 29, 2023 and docketed June 29, 2023 at 9:51 a.m. in the principal sum of \$1,490.00. (No attorney listed).

Special charges by the City of Sheboygan against Todd P. and Sarah J. Kopetsky, 1430 Pershing Ave., Sheboygan, WI 53081, for delinquent sewer and water in the amount of \$123.98.

Taxes:

Certificate No.: 645
 Tax Year: 2020
 Sale Year: 2021
 PRINCIPAL Sum of Lien: \$854.40
 The date by which interest and penalty needs to be computed is 02/01/2021.

Other:

Easement as referenced in Quit Claim Deed, dated April 29, 1983 and recorded May 20, 1983 at 3:07 p.m. in Volume 935 of Records, page 662 as Document Number 1088037.

Sewer and Water Connection "Swear Off", dated March 25, 1981 and recorded March 27, 1981 at 10:15 a.m. in Volume 897 of Records, page 673 as Document Number 1065231.

Divorce Judgment 2019FA000254.

PARCEL NO. 59282904680

Owner(s) of Record:

Benjamin Richardson, a single person, by virtue of a Warranty Deed, dated October 2, 2015 and recorded October 6, 2015 at 4:12 p.m. as Document Number 2010536.

Property Address:

1027 Fond du Lac Avenue, Sheboygan Falls, WI 53085

Legal Description:

Lot 3, Block 4, Assessment Subdivision 2, City of Sheboygan Falls, Sheboygan County, Wisconsin.

Tax Key Number:

59282904680

Mortgages:

None of record.

Judgments/Liens:

Judgment executed against Benjamin R. Richardson et al in favor of Randall Soerens and Betty Soerens, 29 E. Shore Drive, Random Lake, WI 53075, Sheboygan County Circuit Court Case Number 2014SC002676, entered December 8, 2014 and docketed December 22, 2014 at 8:27 a.m. in the principal sum of \$4,549.44 (Attorney Ryan Kautzer).

5. Where parcel numbers do not continue in direct sequential order, those numbers were intentionally omitted because said property was redeemed prior to the filing of this list or said numbers were duplications or inadvertent omissions.

6. Interest and penalty on the principal sum of each tax lien listed above are charged at the rate of one percent (1%) per month (interest) and one-half percent (0.5%) per month (penalty) from February 1st of the year of sale to the date of redemption.

7. All descriptions by Lot and Block numbers refer to plats and maps filed in the Office of the Register of Deeds of Sheboygan County, WI.

8. That no municipalities other than Sheboygan County have any right, title, or interest in the above-described lands or in the tax liens or in the proceeds thereof, except as stated herein.

9. That notice pursuant to Wis. Stat. § 75.521, is hereby given as follows:

**NOTICE OF COMMENCEMENT OF PROCEEDING
IN REM. TO FORECLOSE TAX LIENS
BY SHEBOYGAN COUNTY**

TAKE NOTICE that all persons having or claiming to have any right, title, or interest in or lien upon the real property described in the list of tax liens, Number Fifty, on file in the Office of the Clerk of the Circuit Court of Sheboygan County, dated March 27, 2024, and hereinabove set forth, are hereby notified that the filing of such list of tax liens in the Office of the Clerk of Circuit Court of Sheboygan County constitutes the commencement by said Sheboygan County of a special proceeding in the Circuit Court for Sheboygan County to foreclose the tax liens therein described by foreclosure proceeding *in rem*. and that a notice of the pendency of such proceeding against each piece or parcel of land therein described was filed in the Office of the Clerk of the Circuit Court on March 27, 2024. Such proceeding is brought against the real property herein described only and is to foreclose the tax liens described in such list. No personal judgment will be entered herein for such taxes, assessments, or other legal charges or any part thereof.

TAKE FURTHER NOTICE that all persons having or claiming to have any right, title, or interest in or lien upon the real property described in said list of tax liens are hereby notified that a certified copy of such list of tax liens has been posted in the Office of the County Treasurer of Sheboygan County and will remain posted for public inspection up to and including May 31, 2024, which date is hereby fixed as the last day for redemption.

TAKE FURTHER NOTICE that any person having or claiming to have any right, title, or interest in or lien upon any such parcel may, on or before said May 31, 2024, redeem such delinquent tax liens by paying to the County Treasurer of Sheboygan County the amount of all such unpaid tax liens, and in addition thereto, all interest and penalties which have accrued on said unpaid tax liens, computed to and including the date of redemption, plus the reasonable costs that the county incurred to initiate the proceedings plus the person's share of the reasonable costs of publication under sub. (6).

SHEBOYGAN COUNTY

By: Laura Henning-Lorenz
LAURA HENNING-LORENZ
County Treasurer

**CITY OF SHEBOYGAN
R. C. 19-24-25**

BY LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE.

MAY 20, 2024.

Your Committee to whom was referred R. O. No. 135-23-24 by Fire Chief Eric Montellano pursuant to section 24-459 of the Municipal Code, submitting the quarterly report showing the Benchmark Measurements for the fire department, for the period commencing January 1, 2024 and ending March 31, 2024; recommends filing the report.

Committee:

_____	_____
_____	_____
_____	_____

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

**CITY OF SHEBOYGAN
R. O. 135-23-24**

BY FIRE CHIEF (ERIC MONTELLANO).

APRIL 15, 2024.

Pursuant to section 24-459 of the Municipal Code, I herewith submit my quarterly report showing the Benchmark Measurements for my department, for the period commencing January 1, 2024 and ending March 31, 2024.

2024 FIRST QUARTER REPORT

	2022 EOY	2023 EOY	2023 YTD	2024 YTD
<u>Incident Types</u>				
Fires	92	87	14	18
Rescue & EMS	5,170	5,147	1,244	357
Non-Fires	1,558	1,409	297	1,337
TOTAL	6,820	6,643	1,555	1,712
<u>Station Incident Count Per Station</u>				
Station 1	2,003	2,032	440	546
Station 2	1,229	1,169	281	315
Station 3	1,677	1,652	378	387
Station 4	1,171	1,086	261	261
Station 5	609	556	154	165
Mutual Aid Given	131	85	19	11
Mutual Aid Received	54	56	9	5
Overlapping Calls (Percent)	64%	63%	62%	88%
Overlapping Calls (Count)	4,380	4,215	965	1,516
<u>Fire Loss</u>				
Incidents	61	60	6	18
Pre Incident Value	\$ 163,942,270	\$ 59,645,278	\$ 2,880,200	\$ 23,921,250
Property Loss	\$ 887,790	\$ 745,460	\$ 84,250	\$ 138,150
Content Loss	\$ 1,115,910	\$ 205,730	\$ 11,150	\$ 45,000
Total Loss	\$ 2,003,700	\$ 951,190	\$ 95,400	\$ 183,150
Average Loss	\$ 32,848	\$ 15,853	\$ 15,900	\$ 10,774
Property Saved	\$ 161,938,570	\$ 58,694,088	\$ 2,784,800	\$ 23,738,100
<u>Workload</u>				
Inspections	2,267	2,556	984	25
School Safety Programs (Students)	3148	3118	0	0
Public Events	56	105	10	9
Station Tours	9	16	4	4
Installed Smoke Alarms	82	79	15	13
Fire Training Hours	4,981	17,060	4,267	4,070
EMS Training Hours	2,072	2,333	505	717.5
Investigations	84	78	9	18
<u>Effectiveness</u>				
ISO Rating	2	2	2	2

**CITY OF SHEBOYGAN
R. C. 18-24-25**

BY LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE.

MAY 20, 2024.

Your Committee to whom was referred R. O. No. 134-23-24 by Police Chief Christopher Domagalski pursuant to section 30-50 of the Municipal Code, submitting the quarterly report for the police department for the period commencing January 1, 2024 and ending March 31, 2024; recommends filing the report.

Committee:

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

**CITY OF SHEBOYGAN
R. O. 134-23-24**

BY POLICE CHIEF (CHRISTOPHER DOMAGALSKI).

APRIL 15, 2024.

Pursuant to section 30-50 of the Municipal Code, I herewith submit my quarterly report showing the Benchmark Measurements for my department for the period commencing January 1, 2024 and ending March 31, 2024.

	Y-T-D 3/31/24	Y-T-D 3/31/23	2024 Goals	2023 Actual	2022 Actual
<u>Patrol and Investgations</u>					
Murder & Non-Negligent	1	0	0	0	0
Manslaughter					
Manslaughter by Negligence	0	0	0	0	0
Sex Offenses - Forcible	10	15	60	50	55
Sex Offenses - Non-Forcible	6	4	15	10	11
Aggravated Assault	30	31	100	117	110
Select Crimes Against Persons Total	47	50	200	177	176
Robbery	1	2	10	8	11
Burglary	7	13	100	65	65
Theft/Larceny	108	105	800	585	597
Motor Vehicle Theft	2	5	30	19	29
Arson	1	0	10	2	10
Select Crimes Against Property Total	119	125	950	679	712
Percent of Offenses Cleared	80%	69%	70%	61%	60%
Value of Property Stolen	\$214,491	\$152,926	\$500,000	\$451,440	\$684,397
Value of Property Recovered	\$134,555	\$58,018	\$200,000	\$305,082	\$340,673
Percent of Stolen Recovered	63%	38%	40%	68%	50%
Accident Investigations	371	375	1,500	1,390	1,418
Traffic Stops	1,415	1,328	No Goal	5,382	5,799
Traffic Arrests	1,048	960	No Goal	3,897	3,856
Other Arrests	662	714	No Goal	2,943	3,074
Speed Trailer Deployments	1	1	20	10	12
HVEE Deployments	96	24	12	210	68
Parking Tickets Issued	5,763	3,786	10,000	8,274	8,366
Bicycles Recovered	26	19	150	198	152
Involuntary Commitments	18	33	No Goal	110	138
<u>Administration</u>					
District Attorney Request for Digital Evidence	333	312	2,750	1,156	1,078
Open Records Requests	1,497	1,647	4,000	6,045	6,688
Nixle Messages Sent	10	23	250	60	92
Press Releases	2	7	50	15	23
Tweets	10	26	350	61	126
Facebook Followers*	19,185	17,768	19,500	18,503	17,515
Reported Crime Maps	28	26	104	98	87
Crime Comparison Reports	7	7	26	25	20

*Facebook no longer reports likes which were previously tracked

**CITY OF SHEBOYGAN
R. C. 20-24-25**

BY LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE.

MAY 20, 2024.

Your Committee to whom was referred R. O. No. 140-24-25 By City Clerk submitting various license applications; recommends granting all applications with caveat for license no. 2726 (JMKAC) to grant contingent upon obtaining street festival permit for dates in question.

Committee:

_____	_____
_____	_____
_____	_____

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of Sheboygan

Meredith DeBruin, City Clerk, City of Sheboygan

**CITY OF SHEBOYGAN
R. O. 140-23-24**

BY CITY CLERK.

APRIL 15, 2024.

Submitting various license applications.

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
3056	House Divided	840 Wilson Avenue – Two-day event 07/04/24 – 07/05/24 to include current premise and parking lots to the North, South, East, and West of building.
3056	House Divided	840 Wilson Avenue – One day event 08/03/24 to include current premise and parking lots to the North, South, East, and West of building.
3119	Vibes Bar	2513 S. 8 th Street – One day event 6/15/24 to include current premise and outside back of bar fences in area.
2726	John Michael Kohler Arts Center	608 New York Avenue – One day event 6/20/24 to include current premise and all grounds of JMKAC, City Green, and streets surrounding the Arts Center (6 th Street between NY Ave. and WI Ave., 7 th St. between NY Ave. and WI Ave., NY Ave. between 6 th St. and 7 th St., and WI Ave. between 6 th St. and 7 th St.
2726	John Michael Kohler Arts Center	608 New York Avenue – One day event 6/27/24 to include current premise and all grounds of JMKAC, City Green, and streets surrounding the Arts Center (6 th Street between NY Ave. and WI Ave., 7 th St. between NY Ave. and WI Ave., NY Ave. between 6 th St. and 7 th St., and WI Ave. between 6 th St. and 7 th St.

- 2726 John Michael Kohler Arts Center 608 New York Avenue – One day event
7/03/24 to include current premise and all
grounds of JMKAC, City Green, and streets
surrounding the Arts Center (6th Street
between NY Ave. and WI Ave., 7th St.
between NY Ave. and WI Ave., NY Ave.
between 6th St. and 7th St., and WI Ave.
between 6th St. and 7th St.
- 2726 John Michael Kohler Arts Center 608 New York Avenue – One day event
7/11/24 to include current premise and all
grounds of JMKAC, City Green, and streets
surrounding the Arts Center (6th Street
between NY Ave. and WI Ave., 7th St.
between NY Ave. and WI Ave., NY Ave.
between 6th St. and 7th St., and WI Ave.
between 6th St. and 7th St.
- 2726 John Michael Kohler Arts Center 608 New York Avenue – Two-day event
7/20/24 – 7/21/24 to include current premise
and all grounds of JMKAC, City Green, and
streets surrounding the Arts Center (6th Street
between NY Ave. and WI Ave., 7th St.
between NY Ave. and WI Ave., NY Ave.
between 6th St. and 7th St., and WI Ave.
between 6th St. and 7th St.
- 2726 John Michael Kohler Arts Center 608 New York Avenue – One day event
7/25/24 to include current premise and all
grounds of JMKAC, City Green, and streets
surrounding the Arts Center (6th Street
between NY Ave. and WI Ave., 7th St.
between NY Ave. and WI Ave., NY Ave.
between 6th St. and 7th St., and WI Ave.
between 6th St. and 7th St.
- 2726 John Michael Kohler Arts Center 608 New York Avenue – One day event
8/01/24 to include current premise and all
grounds of JMKAC, City Green, and streets
surrounding the Arts Center (6th Street
between NY Ave. and WI Ave., 7th St.
between NY Ave. and WI Ave., NY Ave.
between 6th St. and 7th St., and WI Ave.
between 6th St. and 7th St.

2726 John Michael Kohler Arts Center

608 New York Avenue – One day event
8/08/24 to include current premise and all
grounds of JMKAC, City Green, and streets
surrounding the Arts Center (6th Street
between NY Ave. and WI Ave., 7th St.
between NY Ave. and WI Ave., NY Ave.
between 6th St. and 7th St., and WI Ave.
between 6th St. and 7th St.

3434 John Michael Kohler Art Preserve

3636 Lower Falls Road – One day event
08/15/24 to include current premise and
parking lot South of building and grounds
East of the building.

**CITY OF SHEBOYGAN
R. C. 21-24-25**

BY LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE.

MAY 20, 2024.

Your Committee to whom was referred pursuant to R. O. No. 9-24-25 by City Clerk submitting various license applications; recommends granting all applications with caveats:

CHANGE OF AGENT

Jennifer Lynn Waning is replacing Samuel D. Ames as agent effective immediately for Kwik Trip #780 located at 2622 S. Business Drive.

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
3445	J & J’s Hotspot	1823 N. 12 th Street – One day event 5/11/24 to include current premise and entire parking lot on Southside of the building.
*2085	Legend Larry’s	733 Pennsylvania Avenue – One day event to be held 6/11/24: to include temporarily add to the existing premises the area within the following 4 points: The north west corner of the existing premise, the south west corner of the existing premise, the point at the center of 8 th street west of the south west corner of the Legend Larry’s building, and the center of 8 th street where 8 th meets Pennsylvania Avenues south edge.
*2085	Legend Larry’s	733 Pennsylvania Avenue – One day event to be held 6/18/24: to include temporarily add to the existing premises the area within the following 4 points: The north west corner of the existing premise, the south west corner of the existing premise, the point at the center of 8 th street west of the south west corner of the Legend Larry’s building, and the center of 8 th street

where 8th meets Pennsylvania Avenues south edge.

*2085 Legend Larry's

733 Pennsylvania Avenue – One day event to be held 6/25/24: to include temporarily add to the existing premises the area within the following 4 points: The north west corner of the existing premise, the south west corner of the existing premise, the point at the center of 8th street west of the south west corner of the Legend Larry's building, and the center of 8th street where 8th meets Pennsylvania Avenues south edge.

*2085 Legend Larry's

733 Pennsylvania Avenue – One day event to be held 7/2/24: to include temporarily add to the existing premises the area within the following 4 points: The north west corner of the existing premise, the south west corner of the existing premise, the point at the center of 8th street west of the south west corner of the Legend Larry's building, and the center of 8th street where 8th meets Pennsylvania Avenues south edge.

*2085 Legend Larry's

733 Pennsylvania Avenue – One day event to be held 7/9/24: to include temporarily add to the existing premises the area within the following 4 points: The north west corner of the existing premise, the south west corner of the existing premise, the point at the center of 8th street west of the south west corner of the Legend Larry's building, and the center of 8th street where 8th meets Pennsylvania Avenues south edge.

*2085 Legend Larry's

733 Pennsylvania Avenue – One day event to be held 7/16/24: to include temporarily add to the existing premises the area within the

following 4 points: The north west corner of the existing premise, the south west corner of the existing premise, the point at the center of 8th street west of the south west corner of the Legend Larry's building, and the center of 8th street where 8th meets Pennsylvania Avenues south edge.

*2085 Legend Larry's

733 Pennsylvania Avenue – One day event to be held 7/23/24: to include temporarily add to the existing premises the area within the following 4 points: The north west corner of the existing premise, the south west corner of the existing premise, the point at the center of 8th street west of the south west corner of the Legend Larry's building, and the center of 8th street where 8th meets Pennsylvania Avenues south edge.

*2085 Legend Larry's

733 Pennsylvania Avenue – One day event to be held 7/30/24: to include temporarily add to the existing premises the area within the following 4 points: The north west corner of the existing premise, the south west corner of the existing premise, the point at the center of 8th street west of the south west corner of the Legend Larry's building, and the center of 8th street where 8th meets Pennsylvania Avenues south edge.

*2085 Legend Larry's

733 Pennsylvania Avenue – One day event to be held 8/6/24: to include temporarily add to the existing premises the area within the following 4 points: The north west corner of the existing premise, the south west corner of the existing premise, the point at the center of 8th street west of the south west corner of the Legend Larry's building, and the center of 8th street

where 8th meets Pennsylvania Avenues south edge.

*2085 Legend Larry's

733 Pennsylvania Avenue – One day event to be held 8/13/24: to include temporarily add to the existing premises the area within the following 4 points: The north west corner of the existing premise, the south west corner of the existing premise, the point at the center of 8th street west of the south west corner of the Legend Larry's building, and the center of 8th street where 8th meets Pennsylvania Avenues south edge.

*Grant contingent upon street festival permits being issued.

“CLASS B” LIQUOR LICENSE (June 30, 2025) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1040	Tankard Inc. (Brennans On Michigan)	1101 Michigan Avenue
2192	Calumet Diner, Inc. (Harry's Diner)	2504 Calumet Drive
1525	Shar, Inc. (Fountain Park Lounge)	922 N. 8 th Street
3355	Bentley's LLC (Sharpie's On Broadway)	1645 S. 12 th Street
1516	Wayne H Emmer (Emmers)	906 S. 15 th Street
2949	Prohibition Bistro Inc. (Harrys Prohibition Bistro)	668 South Pier Drive
3603	Nansea & KT Inc. (Itty Bitty Bar)	2140 Calumet Drive
2807	Sheboygan Columbus Institute (Knights Of Columbus)	833 Center Avenue

- 1936 Catering With Culinary Artists LLC
(Black Pig) 821 N. 8th Street
- 2100 Final Quest LLC
(Whats Up) 1635 Michigan Avenue
- 2085 Legend Larrys LLC
(Legend Larry’s Wings & Things) 733 Pennsylvania Avenue
- 1795 Luigis Italian Restaurant
(Luigis Italian Restaurant) 2910 Kohler Memorial Drive
- **3136 Sack Realty LLC
(Franks Place) 3023 N. 15th Street
- **Grant contingent on receipt of Statement of Authority
- 3271 Sheboygan Tavern Enterprises LLC
(Limelight Pub) 1702 S. 17th Street
- 3508 Pop’s Burger & Pizza House Inc.
(Pop’s Burger & Pizza House) 920 Michigan Avenue
- 3307 Umi Sushi & Steakhouse Inc.
(Umi Sushi & Steak House) 519 N. 8th Street
- 1799 James T. Passmore
(George Michaels) 1422 N. 10th Street

CLASS “B” BEER LICENSE (June 30, 2025) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3407	Two Fingers LLC (Nanglo Momos & Curry)	1410 Indiana Avenue

“CLASS C” LICENSE (June 30, 2025) (RENEW)

3407	Two Fingers LLC (Nanglo Momos & Curry)	1410 Indiana Avenue
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“CLASS A” LIQUOR LICENSE (June 30, 2025) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2423	Wal-Mart Stores East LP (Wal-Mart Supercenter #1276)	3711 S. Taylor Drive
3214	Oneguide, Inc. (Tietz’s Piggly Wiggly #332)	3124 S. Business Drive
2702	Oneguide, Inc. (Tietz’s Piggly Wiggly #331)	2905 N. 15 th Street
2929	Aldi Inc. Wisconsin (Aldi #94)	919 S. Taylor Drive
3357	Aneek Inc. (Alex’s Corner Market)	723 Center Avenue

CLASS “A” BEER/”CLASS A” CIDER ONLY LICENSE (June 30, 2025) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2710	Vish LLC (The Pig Stop)	2917 N. 15 th Street

CLASS “A” FERMENTED MALT BEVERAGE LICENSE (June 30, 2025) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3447	Krishna 1 Petroleum LLC (Fountain Park Stop -N- Go)	905 Erie Avenue
3287	Sheboygan Minimart LLC (Sheboygan BP)	1030 S. 14 th Street

CIGARETTE/TOBACCO (June 30, 2025) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2423	Wal-Mart Supercenter #1276	3711 S. Taylor Drive
3214	Tietz’s Piggly Wiggly #332	3124 S. Business Drive
2702	Tietz’s Piggly Wiggly #331	2905 N. 15 th Street
3287	Sheboygan BP	1030 S. 14 th Street

3357 Alex's Corner Market

723 Center Avenue

3447 Fountain Park Stop -N- Go

905 Erie Avenue

Committee:

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

**CITY OF SHEBOYGAN
R. O. 9-24-25**

BY CITY CLERK.

May 6, 2024.

Submitting various license applications.

CHANGE OF AGENT

Jennifer Lynn Waning is replacing Samuel D. Ames as agent effective immediately for Kwik Trip #780 located at 2622 S. Business Drive.

CHANGE OF AGENT

Sara Jane Stenske is replacing Jennifer L. Waning as agent effective immediately for Kwik Trip #1138 located at 1526 Broadway Avenue.

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
3445	J & J's Hotspot	1823 N. 12 th Street – One day event 5/11/24 to include current premise and entire parking lot on Southside of the building.
2085	Legend Larry's	733 Pennsylvania Avenue – One day event to be held 6/11/24: to include temporarily add to the existing premises the area within the following 4 points: The north west corner of the existing premise, the south west corner of the existing premise, the point at the center of 8 th street west of the south west corner of the Legend Larry's building, and the center of 8 th street where 8 th meets Pennsylvania Avenues south edge.

- 2085 Legend Larry's 733 Pennsylvania Avenue – One day event to be held 6/18/24: to include temporarily add to the existing premises the area within the following 4 points: The north west corner of the existing premise, the south west corner of the existing premise, the point at the center of 8th street west of the south west corner of the Legend Larry's building, and the center of 8th street where 8th meets Pennsylvania Avenues south edge.
- 2085 Legend Larry's 733 Pennsylvania Avenue – One day event to be held 6/25/24: to include temporarily add to the existing premises the area within the following 4 points: The north west corner of the existing premise, the south west corner of the existing premise, the point at the center of 8th street west of the south west corner of the Legend Larry's building, and the center of 8th street where 8th meets Pennsylvania Avenues south edge.
- 2085 Legend Larry's 733 Pennsylvania Avenue – One day event to be held 7/2/24: to include temporarily add to the existing premises the area within the following 4 points: The north west corner of the existing premise, the south west corner of the existing premise, the point at the center of 8th street west of the south west corner of the Legend Larry's building, and the center of 8th street where 8th meets Pennsylvania Avenues south edge.
- 2085 Legend Larry's 733 Pennsylvania Avenue – One day event to be held 7/9/24: to include temporarily add to the existing premises the area within the following 4 points: The north west corner of the existing premise, the south west corner of the existing premise, the point

at the center of 8th street west of the south west corner of the Legend Larry's building, and the center of 8th street where 8th meets Pennsylvania Avenues south edge.

2085 Legend Larry's

733 Pennsylvania Avenue – One day event to be held 7/16/24: to include temporarily add to the existing premises the area within the following 4 points: The north west corner of the existing premise, the south west corner of the existing premise, the point at the center of 8th street west of the south west corner of the Legend Larry's building, and the center of 8th street where 8th meets Pennsylvania Avenues south edge.

2085 Legend Larry's

733 Pennsylvania Avenue – One day event to be held 7/23/24: to include temporarily add to the existing premises the area within the following 4 points: The north west corner of the existing premise, the south west corner of the existing premise, the point at the center of 8th street west of the south west corner of the Legend Larry's building, and the center of 8th street where 8th meets Pennsylvania Avenues south edge.

2085 Legend Larry's

733 Pennsylvania Avenue – One day event to be held 7/30/24: to include temporarily add to the existing premises the area within the following 4 points: The north west corner of the existing premise, the south west corner of the existing premise, the point at the center of 8th street west of the south west corner of the Legend Larry's building, and the center of 8th street where 8th meets Pennsylvania Avenues south edge.

2085 Legend Larry’s 733 Pennsylvania Avenue – One day event to be held 8/6/24: to include temporarily add to the existing premises the area within the following 4 points: The north west corner of the existing premise, the south west corner of the existing premise, the point at the center of 8th street west of the south west corner of the Legend Larry’s building, and the center of 8th street where 8th meets Pennsylvania Avenues south edge.

2085 Legend Larry’s 733 Pennsylvania Avenue – One day event to be held 8/13/24: to include temporarily add to the existing premises the area within the following 4 points: The north west corner of the existing premise, the south west corner of the existing premise, the point at the center of 8th street west of the south west corner of the Legend Larry’s building, and the center of 8th street where 8th meets Pennsylvania Avenues south edge.

“CLASS B” LIQUOR LICENSE (June 30, 2025)(RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1040	Tankard Inc. (Brennans On Michigan)	1101 Michigan Avenue
2192	Calumet Diner, Inc. (Harry’s Diner)	2504 Calumet Drive
1525	Shar, Inc. (Fountain Park Lounge)	922 N. 8 th Street
3355	Bentley’s LLC (Sharpie’s On Broadway)	1645 S. 12 th Street
1516	Wayne H Emmer (Emmers)	906 S. 15 th Street

2949	Prohibition Bistro Inc. (Harrys Prohibition Bistro)	668 South Pier Drive
3603	Nanseas & KT Inc. (Itty Bitty Bar)	2140 Calumet Drive
2807	Sheboygan Columbus Institute (Knights Of Columbus)	833 Center Avenue
1936	Catering With Culinary Artists LLC (Black Pig)	821 N. 8 th Street
2100	Final Quest LLC (Whats Up)	1635 Michigan Avenue
2085	Legend Larrys LLC (Legend Larry's Wings & Things)	733 Pennsylvania Avenue
1795	Luigis Italian Restaurant (Luigis Italian Restaurant)	2910 Kohler Memorial Drive
3136	Sack Realty LLC (Franks Place)	3023 N. 15 th Street
3271	Sheboygan Tavern Enterprises LLC (Limelight Pub)	1702 S. 17 th Street
3508	Pop's Burger & Pizza House Inc. (Pop's Burger & Pizza House)	920 Michigan Avenue
3307	Umi Sushi & Steakhouse Inc. (Umi Sushi & Steak House)	519 N. 8 th Street
1799	James T. Passmore (George Michaels)	1422 N. 10 th Street

CLASS "B" BEER LICENSE (June 30, 2025) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3407	Two Fingers LLC (Nanglo Momos & Curry)	1410 Indiana Avenue

“CLASS C” LICENSE (June 30, 2025) (RENEW)

3407	Two Fingers LLC (Nanglo Momos & Curry)	1410 Indiana Avenue
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“CLASS A” LIQUOR LICENSE (June 30, 2025) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2423	Wal-Mart Stores East LP (Wal-Mart Supercenter #1276)	3711 S. Taylor Drive
3214	Oneguide, Inc. (Tietz’s Piggly Wiggly #332)	3124 S. Business Drive
2702	Oneguide, Inc. (Tietz’s Piggly Wiggly #331)	2905 N. 15 th Street
2929	Aldi Inc. Wisconsin (Aldi #94)	919 S. Taylor Drive
3357	Aneek Inc. (Alex’s Corner Market)	723 Center Avenue

CLASS “A” BEER/”CLASS A” CIDER ONLY LICENSE (June 30, 2025) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2710	Vish LLC (The Pig Stop)	2917 N. 15 th Street

CLASS “A” FERMENTED MALT BEVERAGE LICENSE (June 30, 2025) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3447	Krishna 1 Petroleum LLC (Fountain Park Stop -N- Go)	905 Erie Avenue
3287	Sheboygan Minimart LLC (Sheboygan BP)	1030 S. 14 th Street

CIGARETTE/TOBACCO (June 30, 2025) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2423	Wal-Mart Supercenter #1276	3711 S. Taylor Drive
3214	Tietz's Piggly Wiggly #332	3124 S. Business Drive
2702	Tietz's Piggly Wiggly #331	2905 N. 15 th Street
3287	Sheboygan BP	1030 S. 14 th Street
3357	Alex's Corner Market	723 Center Avenue
3447	Fountain Park Stop -N- Go	905 Erie Avenue
3374	VapinUSA	2629 Calumet Drive
3286	VapinUSA	2123 S. Business Drive
3582	The Dispensary	2113 S. Business Drive
3523	Speed Up 9	1230 N. Taylor Drive

**CITY OF SHEBOYGAN
R. C. 22-24-25**

BY LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE.

MAY 20, 2024.

Your Committee to whom was referred Res. No. 12-24-25 by Alderpersons Rust and LaFave authorizing the appropriate City official to complete and sign Part G of Wisconsin Department of Revenue Form AB-105 submitted by Three Sheeps Brewing Company, LLC; recommends adopting the Resolution.

Committee:

_____	_____
_____	_____
_____	_____

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of Sheboygan

Meredith DeBruin, City Clerk, City of Sheboygan

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

BY ALDERPERSONS RUST AND LA FAVE.

MAY 6, 2024.

A RESOLUTION authorizing the appropriate City official to complete and sign Part G of Wisconsin Department of Revenue Form AB-105 submitted by Three Sheeps Brewing Company, LLC.

WHEREAS, as of May 1, 2024, breweries are now qualified to apply for full-service retail sales on or off the production premises; and

WHEREAS, municipalities do not issue licenses for full-service retail sales outlets, however, must approve of the outlets; and

WHEREAS, municipalities can limit authorized sales at the full-service retail outlet and limit the scope of alcohol beverages offered for sale by the permittee; and

WHEREAS, approval must be based on the same standards and criteria, established by ordinance, for the evaluation and approval of retail licenses.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor is directed to complete Part G of the submitted application, not limiting the scope of alcohol beverages offered for sale and not imposing any requirement or restriction for the full-service retail outlet of 3 Sheeps Brewing located at 1837 North Avenue in Sheboygan.

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

Producer Full-Service Retail Sales Application

Date

Part A: Producer Information

1. Business Legal Name (individual name if sole proprietor) Three Sheeps Brewing Company, LLC		
2. Business Name or DBA 3 Sheeps Brewing	3. Agent Name Grant Pauly	
4. FEIN 45-3050478	5. Wisconsin Seller's Permit Number 456-1027464658-02	
6. Wisconsin Producer Permit Number 309-1024484569-03	7. Producer Type <input checked="" type="checkbox"/> Brewery <input type="checkbox"/> Winery <input type="checkbox"/> Liquor Manufacturer/Rectifier	
8. Contact Person's First Name Grant	9. Last Name Pauly	10. M.I. T
11. Contact Person's Phone (920) 946-9715	12. Contact Person's Email gpauly@3sheepsbrewing.com	

Part B: Production Quantity

Note: Check appropriate quantity for permit held (see instructions). If you hold more than one producer permit, check the total aggregate quantity produced for each type of permit. Enter the highest quantity produced in any of the last three calendar years.

Brewery	Manufacturer/Rectifier	Winery
<input type="checkbox"/> Less than 250 barrels	<input type="checkbox"/> Less than 1,500 liters	<input type="checkbox"/> Less than 1,000 gallons
<input type="checkbox"/> 250 - 2,499 barrels	<input type="checkbox"/> 1,500 - 4,999 liters	<input type="checkbox"/> 1,000 - 4,999 gallons
<input type="checkbox"/> 2,500 - 7,499 barrels	<input type="checkbox"/> 5,000 - 34,999 liters	<input type="checkbox"/> 5,000 - 24,999 gallons
<input checked="" type="checkbox"/> 7,500 or more barrels	<input type="checkbox"/> 35,000 or more liters	<input type="checkbox"/> 25,000 or more gallons
Calendar year: 2023	Calendar year:	Calendar year:
Quantity: 12,111	Quantity:	Quantity:

Complete only ONE of Part C, D or E.

Part C: Request for Full-Service Retail Sales at the Production Premises

1. Start Date 05/15/24	2. Production Premises Address 1837 North Ave		
3. City Sheboygan	4. State WI	5. Zip Code 53083	
6. County Sheboygan	7. Governing Municipality <input checked="" type="checkbox"/> City <input type="checkbox"/> Town <input type="checkbox"/> Village of: Sheboygan		

Part D: Request for Fixed Full-Service Retail Outlet

1. Are you transferring one fixed full-service retail outlet to a new location? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, complete boxes 2 through 9.		
2. Current Outlet Name		
3. Current Outlet Premises Address		
4. City	5. State	6. Zip Code
7. County	8. Governing Municipality <input type="checkbox"/> City <input type="checkbox"/> Town <input type="checkbox"/> Village of:	
9. Premises Phone Number		

Continued ->

Part D: Request for Fixed Full-Service Retail Outlet (Cont.)

New Fixed Retail Outlet Information (complete boxes 10 through 23)

10. Start Date		11. New Outlet Name	
12. New Outlet Premises Address			
13. City		14. State	15. Zip Code
16. County	17. Governing Municipality <input type="checkbox"/> City <input type="checkbox"/> Town <input type="checkbox"/> Village of: _____		18. Premises Phone Number
19. Premises Description - Describe the building or buildings and any outside areas where alcohol beverages are produced, sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary.			
20. Will you operate a restaurant on the premises? <input type="checkbox"/> Yes <input type="checkbox"/> No			
21. What alcohol beverages will be offered for sale? (check all that apply) <input type="checkbox"/> Beer <input type="checkbox"/> Wine <input type="checkbox"/> Intoxicating Liquor (other than wine)			
22. What alcohol beverages does the permittee produce? (check all that apply) <input type="checkbox"/> Beer <input type="checkbox"/> Wine <input type="checkbox"/> Intoxicating Liquor (other than wine)			
23. How will customers be served? (check all that apply) ... <input type="checkbox"/> Samples <input type="checkbox"/> On-premises consumption <input type="checkbox"/> Off-premises consumption			

Part E: Request for Unlimited Transfer Full-Service Retail Outlet

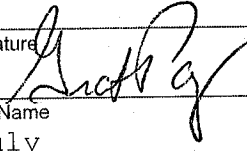
1. Name of Event (if applicable)		
2. Dates of Operation (attach a schedule, if necessary)	3. Hours of Operation	
4. Premises Address		
5. City	6. State	7. Zip Code
8. County	9. Governing Municipality <input type="checkbox"/> City <input type="checkbox"/> Town <input type="checkbox"/> Village of: _____	
10. Organizer of Event (if not the named applicant)	11. Email and/or Phone Number for Organizer of Event	
12. Organizer Website	13. Event Website	
14. Premises Description - Describe the building or buildings and any outside areas where alcohol beverages are produced, sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary.		
15. On-Site Contact (Last Name, First Name)	16. On-Site Contact Phone	17. On-Site Contact Email
18. Will you operate a restaurant on the premises? <input type="checkbox"/> Yes <input type="checkbox"/> No		
19. What alcohol beverages will be offered for sale? (check all that apply) <input type="checkbox"/> Beer <input type="checkbox"/> Wine <input type="checkbox"/> Intoxicating Liquor (other than wine)		
20. What alcohol beverages does the permittee produce? (check all that apply) <input type="checkbox"/> Beer <input type="checkbox"/> Wine <input type="checkbox"/> Intoxicating Liquor (other than wine)		
21. How will customers be served? (check all that apply) ... <input type="checkbox"/> Samples <input type="checkbox"/> On-premises consumption <input type="checkbox"/> Off-premises consumption		

Part F: Attestation

Who must sign this application?
 • sole proprietor • general partner of a partnership • corporate officer • member of an LLC

READ CAREFULLY BEFORE SIGNING:
 I understand and agree to the following:
 • I will not operate this location outside of the dates and times approved by the municipality and Division of Alcohol Beverages.
 • I will operate this location according to municipal ordinance and restrictions imposed as a condition of receiving this authorization.
 • I will purchase alcohol beverages I do not produce from an authorized source, such as a Wisconsin-permitted wholesaler.
 • I will operate this location according to Wisconsin law and administrative regulation including but not limited to: underage restrictions, closing hours, licensed operators, and record keeping requirements.

Further, under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the authorization. Further, I agree that the rights and responsibilities conferred by the authorization, if granted, will not be assigned to another individual or entity. I understand that lack of access to any portion of a premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this authorization. I understand that any authorization issued contrary to Wis. Stats. Chapter 125 shall be void under penalty of Wisconsin law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Signature 		Date 04/29/24	
Last Name Pauly		First Name Grant	M.I. T
Title Founder & Brewmaster	Email gpauly@3sheepsbrewing.com	Phone (920) 946-9715	

Part G: For Municipal Use Only (Complete if Requesting Authorization in Part D or E)

1. Will the municipality limit the scope of alcohol beverages offered for sale? <input type="checkbox"/> Yes <input type="checkbox"/> No		
2. Will the municipality impose any requirements or restrictions for the full-service retail outlet? <input type="checkbox"/> Yes <input type="checkbox"/> No		
3. Describe municipal restrictions indicated in questions 1 or 2 above.		
4. Last Name of Municipal Official	5. First Name	6. M.I.
7. Signature of Municipal Official		8. Date
9. Date Application was Filed with Clerk		10. Date Full-Service Retail Outlet Approved by Governing Body

**CITY OF SHEBOYGAN
R. O. 11-24-25**

BY CITY ATTORNEY.

MAY 20, 2024.

Submitting a communication from City Attorney Charles C. Adams to the Common Council which includes background on the legal issues surrounding Res. No. 19-24-25 regarding corporate authority, and making recommendations related thereto.

BACKGROUND

In 2022, the Wisconsin Legislature passed a law completely revising the state's laws regarding LLCs and limited partnerships. (2021 Wisconsin Act 258.) Those changes significantly changed the relationship between members and agents of such LLCs.

Prior to passage of the new LLC law, members of LLCs were all agents of the LLC and had authority to bind the LLC to third parties. (See Wis. Stat. § 183.0301(1)(a) (2019-20).) Because of the new law, a member is no longer an agent of the LLC solely because they are a member. Additionally, the registered agent of an LLC is no longer automatically able to bind an LLC to a particular action. Instead, the registered agent is now only authorized to receive service of process, notices, or demands required or permitted by law to be served on a company. This means that the city can no longer assume that a registered agent has authority to bind an LLC to contracts or to terms in a permit or license.

To protect the City's interests when contracting with or issuing permits and licenses to LLCs, the City must be able to determine whether the person signing on behalf of the LLC has authority to bind the LLC. The best (but not the only) way to do that is for the City to obtain a copy of a Statement of Authority filed with the DFI. This form designates an individual as having the authority to bind an LLC in contract and to waive legal rights. This designation is important because if an entity contracts with the City to, for example, offer a special event, develop property, engage in construction activities, or operate a City-licensed business, the City requires the entity to hold the City harmless and, in some cases, to include the City of Sheboygan as an additional insured on the entity's liability insurance policy. Absent authority to bind the entity in such a way, the City assumes greater risk such as being named a defendant in a lawsuit against the entity if the complained-of conduct implicates City oversight.

The Statement of Authority is not the only document the City may rely on to ensure that the proper individual is binding an entity in contract with the City. For example, copies of Articles of Organization or Operating Agreements that have been filed with DFI would also suffice.

My office is not aware of any applicant that has been rejected for failure to provide adequate documentation. When the Clerk's Office runs into issues where obtaining a Statement of Authority is difficult, they will consult with the City Attorney's office to find alternate options. We are aware that some applicants have been frustrated by the City's request for proof of authority to bind. Usually, these applicants were not aware of 2021 Wisconsin Act 258 and they prefer that the City's practices remain as they were. This is exacerbated by the fact that there was a disconnect between the legislative branch of the state and the executive agencies of the state, especially the DFI. It appears there was little communication from the legislature regarding the impact of the state law change. That resulted in a significant increase in the workload at the DFI and increased waiting times for LLCs who either had not filed a Statement of Authority with the DFI or neglected to keep a filed copy of the Statement of Authority. Ultimately, however, the City has always worked with those applicants to educate them and allow time to secure and provide the requested documentation rather than rejecting the application outright.

RECOMMENDATIONS

The City Clerk and other city staff already have the authority to, in their discretion, choose to not require a filed Statement of Authority from a license applicant should that applicant show alternate documentation sufficiently proving that the person signing on behalf of the applicant-entity has authority to bind the entity in contract.

However, if the Common Council desires to establish a formal policy to guide staff in their review of applications and contracts, the City Attorney's Office suggests the following modifications to the resolution at issue:

- 1) Modify paragraph 3 to read as follows:

"No license will be issued until the applicant who is a corporation, limited partnership, limited liability partnership or limited liability company has been confirmed as a registered entity with WDFI; and, for applicant entities that are not a corporation, the applicant has authority to bind the applicant entity in contract. Such proof may take the form of a WDFI-filed stamped copy of

Form 501, Statement of Authority; Form 301, Statement of Partnership Authority- Limited Partnership; Form 502, Articles of Organization- Limited Liability Company; Form 601, Statement of Partnership Authority- General or Limited Liability Partnership; as such forms may be amended, replaced, or modified. If such entity is a foreign entity, such entity shall provide confirmation of authority to bind via such other documentation as may be approved by the City Attorney."

- 2) Strike paragraph 4 in its entirety (as the matters in that paragraph are now covered in paragraph 3.)
- 3) Strike paragraph 6 in its entirety.

**CITY OF SHEBOYGAN
R. O. 12-24-25**

BY CITY CLERK.

May 20, 2024.

Submitting various license applications.

PERMANENT CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
2029	Weill Center	826 N. 8 th Street – Permanent change of premise to include current premise and outdoor alley property between 816 and 818 N. 8 th Street.

“CLASS B” LIQUOR LICENSE (June 30, 2025)(RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2207	Silver Fern LLC (The Silver Fern)	2538 N. 15 th Street
3559	The Spices Of The East LLC (The Spices Restaurant & Bar)	4604 S. Business Drive
2805	Sheboygan Resort Operator LLC (Blue Harbor Resort)	725 Blue Harbor Drive
3434	John Michael Kohler Arts Center (John Michael Kohler Art Preserve)	3636 Lower Falls Road
2726	John Michael Kohler Arts Center (John Michael Kohler Arts)	608 New York Avenue
1926	Trattoria Stefano Inc. (Il Ritrovo)	515 S. 8 th Street
1412	Trattoria Stefano Inc. (Trattoria Stefano)	522 S. 8 th Street
2121	El Camino LLC (El Camino)	823 Michigan Avenue

3569	Champs Bar & Grill LLC (Champs Sports Bar & Grill)	1501 Indiana Avenue
3630	Lino's LLC (Lino's Ristorante)	422 South Pier Drive
2487	JKR Pub & Grille, Inc. (Frankies Pub & Grill)	2218 Indiana Avenue
3445	J & J Hotspot LLC (J & J Hotspot LLC)	1823 N. 12 th Street
1267	Richard C. Lambrecht (Poor Richards)	1105 Geele Avenue
1752	Patrick J. Martin (The End Zone)	904 Indiana Avenue
3515	Sack Realty LLC (Dog House)	2123 N. 15 th Street
3621	Sack Realty LLC (Pour Decisions)	1501 Union Avenue
3576	South Pier Hospitality Group LLC (Driftwood)	518 South Pier Drive
1420	Sheboygan Memorial Post #9156 (VFW Post 9156)	552 S. Evans Street
3427	Pacific Grill 3 LLC (Pacifico Mexican Bar & Grill)	820 Indiana Avenue
1226	Judith A. Meyer (Meyers Lakeview Pub)	550 Wilson Avenue
1360	Slys Midtown Saloon LLC (Slys Midtown Saloon)	508 N. 8 th Street
2272	PJ's Party Zone LLC (PJ's Party Zone)	910 N. 18 th Street
3444	SS North Star LLC (SS Northstar)	3004 N. 8 th Street

1353	Sheboygan Yacht Club Inc. (Sheboygan Yacht Club)	214 Pennsylvania Avenue
1699	Erin M. Hutton (On The House)	1153 High Avenue
2563	DTG LLC (Penn Ave Pub)	827 Pennsylvania Avenue
3635	Mojo And Brews LLC (Mojo And Brews LLC)	1235 Pennsylvania Avenue
3389	Al & Al's Inc. (Al & Al's)	1502 S. 12 th Street
2762	Markevitch's Braveheart Pub LLC (Braveheart Pub)	2120 Calumet Drive
2030	Twelfth Parallel Inc. (Rewind)	1002 Michigan Avenue
2840	4 th Street Tap LLC (4 th Street Tap)	520 N. 4 th Street
3478	Bar 9 LLC (Bar 9)	1034 Michigan Avenue
3254	Bookworm Gardens Inc. (Bookworm Gardens)	1415 Campus Drive
1764	Mortimer's Pub LTD (Water Street Pub)	931 N. 12 th Street
3373	Union Tap Bar LLC (Union Tap Bar)	1401 Union Avenue
3504	Screamers II LLC (Screamers)	2201 N. 15 th Street
1199	Playdium Lanes Of Sheboygan Inc. (Lakeshore Lanes)	2519 S. Business Drive
1089	Daves Whos Inn Inc. (Daves Whos Inn)	835 Indiana Avenue

3518	Lushlounge Two LLC (Lushlounge)	1133 Michigan Avenue
2921	The Walkabout LLC (The Walkabout)	2401 Calumet Drive
3574	Acarber LLC (Turks & Timbers Bar & Grill)	1022 Michigan Avenue
3333	Kohler Company (Kohler Co.)	Golf Course, Sheboygan, WI
3186	Lehmann LLC (Suscha's Bar)	1054 Pennsylvania Avenue
1288	Riverview Club Inc. (Riverview Club)	626 N. 15 th Street

(CLUB)

CLASS "B" BEER LICENSE (June 30, 2025) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3430	Half Tree Studios LLC (Board And Brush)	528 N. 8 th Street
3362	Jai Marketing LLC (Jay's)	1710 Indiana Avenue
3627	Ananda Marketing LLC (Andy's Restaurant & Bar)	2927 S. 8 th Street
3583	Club Leon Bar and Grill LLC (Club Leon Bar and Grill)	933 Indiana Avenue
3531	Harbor Petroleum LLC (Harbor Bar and Grill)	905 Indiana Avenue
3587	BPB Convenience Stores LLC (Monte's Bar & Grill)	1441 N. 26 th Street

"CLASS C" LICENSE (June 30, 2025) (RENEW)

3627	Ananda Marketing LLC (Andy's Restaurant & Bar)	2927 S. 8 th Street
3583	Club Leon Bar and Grill LLC	933 Indiana Avenue

(Club Leon Bar and Grill)

3531	Harbor Petroleum LLC (Harbor Bar and Grill)	905 Indiana Avenue
3587	BPB Convenience Stores LLC (Monte's Bar & Grill)	1441 N. 26 th Street

"CLASS A" LIQUOR LICENSE (June 30, 2025) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2532	Fischer's Food & Liquor (Fischer's Food & Liquor)	4554 S. 12 th Street
3187	Ananda Marketing LLC (Sheboygan Liquor Depot)	810 N. 14 th Street
2820	Superior Discount Liquors, Inc. (Superior Discount Liquors)	823 S. 8 th Street
3517	Union Asian Market LLC (Union Asian Market)	2022 S. 17 th Street

CLASS "A" BEER/"CLASS A" CIDER ONLY LICENSE (June 30, 2025) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2763	Kwik Trip, Inc. (Kwik Trip #897)	2033 North Avenue
3243	Harbor Petroleum LLC (Sheboygan Harbor Petro)	905 Indiana Avenue
3522	Speedup 7 LLC (Speedup 7)	1006 Geele Avenue
3525	Speedup 11, LLC (Speedup 11)	1211 Weeden Creek Road
3007	Ananda Marketing LLC (Tidy Store of Sheboygan)	810 N. 14 th Street
3490	Kasturi Marketing LLC (Union Avenue BP)	1208 Union Avenue

1998 Kwik Trip Inc. 2622 S. Business Drive
(Kwik Trip #780)

CLASS "A" FERMENTED MALT BEVERAGE LICENSE (June 30, 2025) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2984	Jai Marketing LLC (Everest Enterprises)	1710 Indiana Avenue
3557	Jai Petroleum and Investment LLC (J Mart)	2420 Calumet Drive
3586	BPB Convenience Stores LLC (J mart 5)	1441 N. 26 th Street
3511	North 8 th Oriental Store LLC (North 8 th Oriental Store)	2002 N. 8 th Street

CIGARETTE/TOBACCO (June 30, 2025) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3444	Northstar Bar	3004 N. 8 th Street
3525	Speedup 11	1211 Weeden Creek Road
2921	The Walkabout	2401 Calumet Drive
1764	Water Street Pub	931 N. 12 th Street
3574	Turks & Timbers Bar & Grill	1022 Michigan Avenue
2100	What's Up Bar and Grill	1635 Michigan Avenue
3522	Speedup 7	1006 Geele Avenue
3511	North 8 th Oriental	2002 N. 8 th Street
2207	The Silver Fern	2538 N. 15 th Street
1089	Dave's Who's Inn	835 Indiana Avenue
1998	Kwik Trip #780	2622 S. Business Drive
2763	Kwik Trip #897	2033 North Avenue
2030	Rewind	1002 Michigan Avenue

3186	Suscha's Bar	1054 Pennsylvania Avenue
2532	Fischer's Food and Liquor LLC	4554 S. 12 th Street
2710	Pig Stop	2917 N. 15 th Street
1799	George Michaels	513 N. 8 th Street
3187	Sheboygan Liquor Depot	810 N. 14 th Street
3421	Union Avenue BP	1208 Union Avenue
2984	Everest Enterprises	1710 Indiana Avenue
3243	Harbor Petro	905 Indiana Avenue
3007	Tidy Store of Sheboygan	810 N. 14 th Street
3557	J Mart	2420 Calumet Drive
3586	J Mart 5	1441 N. 26 th Street

**CITY OF SHEBOYGAN
RESOLUTION 19-24-25**

BY ALDERPERSONS DEKKER, RUST, AND MITCHELL.

MAY 20, 2024.

A RESOLUTION to issue licenses to entities without Statement of Authority from Wisconsin Department of Financial Institutions.

WHEREAS, the City of Sheboygan (“City”) is a municipal corporation organized under the laws of the State of Wisconsin, and

WHEREAS, the City is responsible for issuing licenses for entities operating within the City’s corporate limits, and

WHEREAS, Wisconsin law requires every applicant for a license who is a corporation, limited partnership, limited liability partnership or limited liability company to be a registered entity with the Wisconsin Department of Financial Institutions (the “WDFI”) to do business in Wisconsin.

NOW, THEREFORE, BE IT RESOLVED:

1. The City shall require every applicant of a license who is a corporation, limited partnership, limited liability partnership or limited liability company to provide the City the entity registration number that has been issued by the WDFI on such application form.
2. The City Clerk will verify that the applicant is a registered entity in Wisconsin by checking the WDFI’s corporate records. If the WDFI corporate records do not verify the applicant is registered with the WDFI, the application will be rejected and the applicant will be given an opportunity to satisfy the registered entity requirement by registering such entity with the WDFI and re-submitting such applicant’s application.
3. No license will be issued until the applicant who is a corporation, limited partnership, limited liability partnership or limited liability company has been confirmed as a registered entity with the WDFI.
4. The City Clerk may require proof that the applicant has authorized an agent to apply for a license on the applicant’s behalf. Proof may be in any form acceptable by the City Clerk, including, without limitation, an appointment of agent form provided by the City, an entity resolution, managing member certificate of authorization, general partner statement of authority or similar authorization document.

5. With regard to applications for alcoholic beverage licenses only, no alcoholic beverage license will be issued to an applicant who is a corporation, limited partnership, limited liability partnership or limited liability company until the required Alcohol Beverage Appointment of Agent Form (Form AB-101, as it may be amended, replaced or modified) has been completed and a copy of such completed form has been delivered to the City.

6. If the foregoing resolutions 1-5 (as applicable) are satisfied, the City shall not require an applicant to provide a statement of authority from the WDFI in order to issue the license requested in the application.

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 18-24-25**

BY ALDERPERSONS MITCHELL AND PERRELLA.

MAY 20, 2024.

A RESOLUTION amending the 2024 budget for various expenses incurred or planned.

RESOLVED: That the Finance Director is authorized to make amendments in the 2024 budget for the following:

Repairs at the Police Department due to a burst pipe

INCREASE:

General Fund – Police Department – Building Maintenance & Repair (Acct. No. 101210-550110)	\$23,074
-----------------------------------------------------------------------------------------------	----------

DECREASE:

General Fund – City Administration – Contingency (Acct. No. 101141-810101)	\$23,074
-------------------------------------------------------------------------------	----------

Reallocate e-resource expenses to match the State’s Library Annual Report

INCREASE:

Library Fund – Other Content (Acct. No. 255511-548003)	\$91,300
-----------------------------------------------------------	----------

DECREASE:

Library Fund – Materials (Acct. No. 255511-548002)	\$91,300
-------------------------------------------------------	----------

Retainer fee for public communications firm

INCREASE:

General Fund – City Administration – Contracted Services (Acct. No. 101141-531100)	\$5,000
---------------------------------------------------------------------------------------	---------

DECREASE:

General Fund – City Administration – Contingency (Acct. No. 101141-810101)	\$5,000
-------------------------------------------------------------------------------	---------

Purchase of 636 Wisconsin Avenue (Wells Fargo Building) through TID 21

INCREASE:

TID 21 Fund – Buildings (Acct. No. 421660-631100)	\$1,700,000
------------------------------------------------------	-------------

TID 21 Fund – Debt Proceeds (Acct. No. 421-491000)	\$1,700,000
-------------------------------------------------------	-------------

Parts and labor for significant repairs to Fire Truck 1873

INCREASE:

General Fund – Fire Department – Vehicle Maintenance & Repairs (Acct. No. 101220-562110)	\$35,278
---------------------------------------------------------------------------------------------	----------

DECREASE:

General Fund – City Administration – Contingency (Acct. No. 101141-810101)	\$35,278
-------------------------------------------------------------------------------	----------

Planning Department staffing changes due to turnover

INCREASE:

General Fund – Development – Full Time Salaries (Acct. No. 101690-510110)	\$49,930
------------------------------------------------------------------------------	----------

General Fund – Development – FICA (Acct. No. 101690-520310)	\$2,751
----------------------------------------------------------------	---------

General Fund – Development – Medicare (Acct. No. 101690-520311)	\$644
--------------------------------------------------------------------	-------

DECREASE:

General Fund – City Administration – Contingency (Acct. No. 101141-810101)	\$53,325
-------------------------------------------------------------------------------	----------

Health Insurance Portability and Accountability Act (HIPAA) Assessment

INCREASE:

General Fund – Human Resources – Contracted Services (Acct. No. 101144-531100)	\$11,500
-----------------------------------------------------------------------------------	----------

General Fund – Local Grants (Acct. No. 101-437005)	\$5,750
-------------------------------------------------------	---------

DECREASE:

General Fund – City Administration – Contingency (Acct. No. 101141-810101)	\$5,750
-------------------------------------------------------------------------------	---------

Hiring of Development Intern to assist with Tax Increment District projects

INCREASE:

TID 18 Fund – Temporary Salaries (Acct. No. 418660-510130)	\$1,980
---------------------------------------------------------------	---------

TID 18 Fund – FICA (Acct. No. 418660-520310)	\$123
-------------------------------------------------	-------

TID 18 Fund – Medicare (Acct. No. 418660-520311)	\$29
-----------------------------------------------------	------

TID 21 Fund – Temporary Salaries (Acct. No. 421660-510130)	\$1,980
---------------------------------------------------------------	---------

TID 21 Fund – FICA (Acct. No. 421660-520310)	\$123
TID 21 Fund – Medicare (Acct. No. 421660-520311)	\$29
TID 22 Fund – Temporary Salaries (Acct. No. 422660-510130)	\$1,980
TID 22 Fund – FICA (Acct. No. 422660-520310)	\$123
TID 22 Fund – Medicare (Acct. No. 422660-520311)	\$29
TID 23 Fund – Temporary Salaries (Acct. No. 423660-510130)	\$1,980
TID 23 Fund – FICA (Acct. No. 423660-520310)	\$123
TID 23 Fund – Medicare (Acct. No. 423660-520311)	\$29

Legal expenses in Human Resources due to union negotiations and mediation

INCREASE:

General Fund – Human Resources – Legal Services (Acct. No. 101144-531200)	\$25,000
------------------------------------------------------------------------------	----------

DECREASE:

General Fund – City Administration – Contingency (Acct. No. 101141-810101)	\$25,000
-------------------------------------------------------------------------------	----------

Housing study update

INCREASE:

General Fund – City Administration – Contracted Services (Acct. No. 101141-531100)	\$32,835
---------------------------------------------------------------------------------------	----------

DECREASE:

General Fund – City Administration – Contingency (Acct. No. 101141-810101)	\$32,835
-------------------------------------------------------------------------------	----------

Purchase of 1211 N 23rd Street from Aurora Medical Group for the future site of Fire Station 3 and demolition of building on site (previously budgeted for in 2023 Capital Improvements Plan but was delayed)

INCREASE:

Capital Projects Fund – Public Safety – Land (Acct. No. 400200-621100)	\$2,000,000
Capital Projects Fund – Fund Equity Applied (Acct. No. 400-493000)	\$2,000,000

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of Sheboygan

Meredith DeBruin, City Clerk, City of Sheboygan

**CITY OF SHEBOYGAN
R. C. 4-24-25**

BY FINANCE AND PERSONNEL COMMITTEE.

MAY 20, 2024.

Your Committee to whom was referred Direct Referral R. O. No. 10-24-25 by City Administrator Casey Bradley submitting a communication from City Administrator Casey Bradley to Mayor Ryan Sorenson and Common Council members providing background information on the proposed development agreement between the City of Sheboygan and Van Horn Properties of Sheboygan LLC; recommends filing the document.

Committee:

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

**CITY OF SHEBOYGAN
DIRECT REFERRAL R. O. 10-24-25
TO FINANCE AND PERSONNEL COMMITTEE
BY CITY ADMINISTRATOR CASEY BRADLEY.**

MAY 13, 2024.

Submitting a communication from City Administrator Casey Bradley to Mayor Ryan Sorenson and Common Council members providing background information on the proposed development agreement between the City of Sheboygan and Van Horn Properties of Sheboygan LLC.



TO: Mayor Sorenson and Common Council Members
FROM: Casey Bradley
DATE: May 1, 2024
SUBJECT: Van Horn Properties of Sheboygan LLC Development Agreement

This memorandum intends to provide background regarding the Van Horn Properties of Sheboygan LLC Development Agreement and Project adjacent to 3512 Wilgus Ave.

Background

City staff have been working with Van Horn Properties of Sheboygan LLC to provide a development on Parcel No. 59281318390 (herein, Lot 1). This site has been owned by the Van Horn Family for over 20 years and has most recently served as the current site for their overflow of inventory for their dealership site located at 3512 Wilgus Avenue (Parcel No. 59281215827 – herein, Lot 2). This development agreement was delayed in being presented to council because the developer had to work with neighboring property owners to find an amicable solution to an issue that was identified very late in the planning process. That issue has been resolved and construction has commenced knowing that this agreement was still pending final council approval.

Proposed Project

This project site is located in what will be proposed as a new Tax Incremental District (TID), TID 22. The developer is proposing to construct a Kia automobile dealership with parking lot on the property. The developer will be razing the current building on Lot 2 and building a new facility with parking lot updates on Lot 1, with Lot 2 serving as the parking overflow.

These plans can be viewed as **Exhibit C** of the attached development agreement. The developer has guaranteed an assessed value of \$5,000,000 by December 31, 2025, as is listed in Article 3.1 of the Development Agreement.

Development Incentive

The proposed development agreement provides a pay-go incentive of 20% of the proposed development guarantee value, you can see this in 5.1 Municipal Revenue Obligation (a) \$1,000,000. This incentive will be paid over the life of the TID after the developer creates the development as proposed. The repayment schedule can be found in 5.1 Municipal Revenue Obligation of the attached development agreement. As written, we will reimburse 75% each year, minus the Priority Project

Casey Bradley
 City Administrator

CITY HALL
 828 CENTER AVE.
 SHEBOYGAN, WI 53081

920-459-3317
www.sheboyganwi.gov



TO: Mayor Sorenson and Common Council Members
FROM: Casey Bradley
DATE: May 1, 2024
SUBJECT: Van Horn Properties of Sheboygan LLC Development Agreement

costs, and every year thereafter until the 20% reimbursement has been reached or until the TID has been closed, whichever comes first.

City Responsibilities

The city responsibilities have been completed.

Next Steps

The developer and City staff have reviewed this development agreement. The City’s legal counsel drafted the agreement and made all amendments to the agreement. We have reviewed this project on several occasions with all department heads as well as at our internal development meetings. Specifically, Police, Fire, and Transit have had an opportunity to review and provide input into this project.

This project and development agreement are now ready for final consideration by Council.

Casey Bradley
City Administrator

CITY HALL
828 CENTER AVE.
SHEBOYGAN, WI 53081

920-459-3317
www.sheboyganwi.gov

**CITY OF SHEBOYGAN
R. C. 5-24-25**

BY FINANCE AND PERSONNEL COMMITTEE.

MAY 20, 2024.

Your Committee to whom was referred Direct Referral Res. No. 16-24-25 by Alderpersons Mitchell and Perrella authorizing the Harbor Centre Marina Manager to offer convenience store-type goods for sale and establishing a framework for such sales; recommends adopting the Resolution.

Committee:

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

**CITY OF SHEBOYGAN
DIRECT REFERRAL RESOLUTION 16-24-25
TO FINANCE AND PERSONNEL COMMITTEE**

BY ALDERPERSONS MITCHELL AND PERRELLA.

MAY 13, 2024.

A RESOLUTION authorizing the Harbor Centre Marina Manager to offer convenience store-type goods for sale and establishing a framework for such sales.

WHEREAS, the City has resumed management of the Harbor Centre Marina (“Marina”) following termination of its most recent agreement for Marina management services; and

WHEREAS, to provide the level of service and amenities expected by Marina tenants, the City’s Marina Manager would like to offer goods for sale similar to those previously available.

NOW, THEREFORE, BE IT RESOLVED: That the Marina Manager may sell items of the type commonly seen in convenience stores, on behalf of the City at the Harbor Centre Marina. No alcohol may be sold or served.

BE IT FURTHER RESOLVED: That any items sold at the Harbor Center Marina be subject to a reasonable markup from the cost to acquire the item for sale as approved by the Finance Director.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of Sheboygan

Meredith DeBruin, City Clerk, City of Sheboygan

**CITY OF SHEBOYGAN
R. C. 6-24-25**

BY FINANCE AND PERSONNEL COMMITTEE.

MAY 20, 2024.

Your Committee to whom was referred Direct Referral Res. No. 17-24-25 by Alderpersons Mitchell and Perrella authorizing entering into an Amended and Restated Development Agreement and a Grant Agreement with Partners for Community Development, Inc. and Gateway Apartments, LLC regarding an affordable housing project to be located at the corner of North 13th Street and Erie Avenue; recommends adopting the Resolution.

Committee:

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

**CITY OF SHEBOYGAN
DIRECT REFERRAL RESOLUTION 17-24-25
TO FINANCE AND PERSONNEL COMMITTEE**

BY ALDERPERSONS MITCHELL AND PERRELLA.

MAY 13, 2024.

A RESOLUTION authorizing entering into an Amended and Restated Development Agreement and a Grant Agreement with Partners for Community Development, Inc. and Gateway Apartments, 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 both the Amended and Restated Development Agreement and the Grant Agreement Between Partners for Community Development, Inc. and Gateway Apartments, LLC and the City of Sheboygan, copies of which are attached hereto and incorporated herein.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

**AMENDED AND RESTATED
DEVELOPMENT AGREEMENT BETWEEN
PARTNERS FOR COMMUNITY DEVELOPMENT, INC. AND
GATEWAY APARTMENTS, 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 (“Partners”), and Gateway Apartments, LLC, a Wisconsin limited liability company, with its principal office at 1033 N. Mayfair Rd., Suite 300, Wauwatosa, WI 53226, (“Owner”).

RECITALS

Owner intends to acquire four parcels of real property on the northeast corner of Erie Avenue and N. 13th St. in the City of Sheboygan more particularly described in Exhibit A attached hereto (the “Property”). Owner will construct a 44-unit low-income housing tax credit project on the Property (the “Project”). City, Owner, and Partners (individually, a “Party” and 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 “ARPA 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 ARPA 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 “CDBG Requirements”).

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 CDBG Requirements.

Subaward A and Subaward B shall be provided to Owner through separate loans (individually, a “Loan” and collectively, the “Loans”).

The ARPA Requirements and CDBG Requirements are collectively referred to herein as 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 OWNER

1.1 Purchase of Property. Owner will purchase the Property by no later than June 30, 2024.

1.2 Construction. Owner will commence construction of the Project no later than August 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 Owner. Owner 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. Owner will operate the Project as affordable housing in accordance with the requirements of the Low-Income Housing Tax Credit relating to the Project. Owner will create an affordability and unit mix described in Exhibit B and listed therein. The parties acknowledge that the rents set forth in Exhibit B are the rents that apply as the date of this Agreement and that actual rents will be determined from time to time in accordance with the terms of this Agreement and applicable CDBG Requirements and ARPA Requirements. The Owner 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 20th 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 Owner of the application of the Period of Affordability requirement.

1.4 Compliance with Program Requirements. Owner 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”). Owner 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 Owner 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 Owner and its

successors, agents, and assigns, individually and collectively.

1.5 Use of Subaward B Funding. Owner 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 Owner and its successors, agents, and assigns, individually and collectively.

1.6 City Access to Project Site. Owner agrees to allow and facilitate City or its representatives' access to the Project site at all reasonable times for the purpose of observing Project progress. Owner 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. Owner will guarantee its own conduct and that of its agents, employees, assigns, and parties within Owner's 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 Owner, compliance with applicable property standards, information maintained by Owner 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 Owner.
- (b) Owner 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) Owner 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 Owner cannot change the unit mix and income limits listed without prior written permission of City during the Period of Affordability.
- (d) Owner will undertake affirmative marketing so as to market the units to persons of color, persons with disabilities, persons of different faiths, and other minorities. City will review Owner's written affirmative marketing plan during on-site reviews. Owner 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. Owner will have written leases for each rented unit. Owner will follow all state and local tenant landlord laws and regulations.

1.9 Financial Statements. Owner will submit annual audited financial statement prepared by an independent third party at Owner's expense for the Period of Affordability, provided, however that after the 15th year of operations of the Project, Owner may provide unaudited financial statements, certified by an officer of or manager thereof. Owner 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 Owner will secure a building permit for the Project. The Owner 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 Partners as a forgivable loan. Such Loan shall not bear interest. Partners will then lend the proceeds of Subaward A to Owner. Owner shall deliver a note and subordinate mortgage to Partners, and Partners shall assign such note and mortgage to the City as collateral for the Loan from the City to Partners. The Loan from the City to Partners shall be forgiven on the date that is 20 years from the date of this Agreement provided the Owner has complied with its obligations under this Agreement. 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 Owner 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) 38 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 Owner for eligible costs incurred by the Owner and identified on a statement of work prepared by Owner and presented to City ("Draw Request"). When submitting a Draw Request for Loan proceeds, Owner 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 Loan Documents. The terms of all loan documents governing the Loans must be acceptable to City and Owner and, with respect to the Loan of Subaward A, to Partners.

2.5 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 Owner's representations and obligations in this Agreement, including any Exhibits and Appendices.

ARTICLE III. DEFAULT

Any failure of Owner to comply with the terms of this Agreement which continues for a period of 60 days after written notice to Owner from City will be an "Event of Default." Upon an Event of Default, Owner will immediately pay City that portion of the proceeds of the Subawards which may be recaptured from City by Treasury. City agrees to give Owner an opportunity to cure such default within 60 days after the default notice, prior to exercising any remedies hereunder. Any cure of a default by an Investor Member of the Owner shall be deemed a cure of such a default by Owner.

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 Partners:

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

If to Owner:

Gateway Apartments, LLC
 c/o KG Development Group LLC
 1033 N Mayfair Rd, Suite 300
 Wauwatosa WI 53226
 Attn: Anthony Kazee

With a copy to:

CREA Erie Street Apartments, LLC
30 South Meridian Street, Suite 400
Indianapolis, IN 46204

And a copy to:

Nixon Peabody LLP
799 9th Street NW, Suite 500
Washington, DC 20001
Attn: Matthew Mullen

ARTICLE V. INDEMNIFICATION, LIABILITY, AND INSURANCE

5.1 Indemnification. Owner 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 Owner, 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 to the extent caused solely by or resulting from the gross negligence or willful misconduct of the City. Owner’s indemnity obligations shall not be limited by any worker’s compensation statute, disability benefit or other employee benefit or similar law or by any other insurance maintained by or required of 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, Owner 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 noother 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, Partners and Owner (or between City and any one of Partners and Owner) or cause City to be responsible in any way for the debts or obligations of Owner, Partners 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 Parties.

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 occasions 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. Owner 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 the Parties hereto, 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 any Party, 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 Owner.

7.14 Prior Agreement. This Agreement amends and restates in its entirety the prior Development Agreement regarding the Project among the City, Partners and KG Development Group LLC.

<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

GATEWAY APARTMENTS, LLC

By: GATEWAY APARTMENTS MM, LLC, Managing Member

By: KG DEVELOPMENT GROUP LLC, Member

BY: _____
Anthony Kazee, Member Date

This document is authorized by and in accordance with Res. No. _____-24-25.

EXHIBIT A

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

Buyer: Gateway Apartments, LLC

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 Aside %	Monthly Gross 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 Developer 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 any 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 workweek 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 telecommunication 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 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.

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:

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- 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.
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GATEWAY APARTMENTS, LLC

By: GATEWAY APARTMENTS MM, LLC, Managing Member

By: KG Development Group LLC, Member

BY _____
Anthony Kazee, Member

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 and <https://acquisition.gov/far/index.html>.

Your signature certifies that neither you nor your principal is presently debarred, 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 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.

GATEWAY APARTMENTS, LLC

By: GATEWAY APARTMENTS MM, LLC, Managing Member

By: **KG Development Group LLC, Member**

BY _____
Anthony Kazee, Member

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

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.

**GRANT AGREEMENT BETWEEN
PARTNERS FOR COMMUNITY DEVELOPMENT, INC. AND
GATEWAY APARTMENTS, LLC AND
THE CITY OF SHEBOYGAN**

THIS GRANT 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 (“Partners”), and Gateway Apartments, LLC, a Wisconsin limited liability company, with its principal office at 1033 N. Mayfair Rd., Suite 300, Wauwatosa, WI 53226 (“Owner”).

RECITALS

Owner intends to acquire four parcels of real property on the northeast corner of Erie Avenue and N. 13th St. in the City of Sheboygan more particularly described in Exhibit A attached hereto (the “Property”). Owner will construct a 44-unit low-income housing tax credit project on the Property (the “Project”). City, Owner, and Partners (individually, a “Party” and 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 “ARPA 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 ARPA Requirements.

Partners is a nonprofit corporation whose purpose, in part, is to foster the development of affordable housing such as the Project. Owner desires to assist Partners in the furtherance of its charitable purposes and has requested Partners to participate in the development of the Project.

The City will grant the proceeds of Subaward A to Partners pursuant to the terms of this Agreement conditioned upon Partners loaning the proceeds of the Subaward to Owner for Owner’s use in connection with the construction and development of the Project.

THEREFORE, in consideration of the mutual covenants contained in this document, the parties hereto agree as follows:

Article I – Obligations of the City and Partners

- A) Partners shall make a loan in the amount of the Subaward to Owner (the “Partners

Loan”). The Partners Loan shall be funded with the proceeds of the Subaward. Notwithstanding the foregoing, Partners shall not be required to loan any funds to Owner to the extent it does not receive such funds from the City. The Partners Loan shall be secured by a mortgage on the Property. Partners shall comply with all Program Requirements applicable to Partners.

B) The City shall deposit the Subaward A into a construction escrow account with a Title Company mutually agreeable to the Parties (“Title Company”) pursuant to that certain Development Agreement between City, Partners, and Owner dated as of _____, 2024 (the “Development Agreement”). The proceeds of the Subaward A shall be disbursed by Title Company to Owner or its contractors based on applications for payment submitted by Owner to pay for the costs of developing and constructing the Project.

C) The Subaward A is being provided to Partners as a grant. The City agrees and acknowledges that the Subaward A shall not be repayable except as required pursuant to Article IV of this Agreement in connection with a default by Owner or Partners in the performance of its obligations under this Agreement.

Article II – Obligations of Owner

A) Owner will commence construction of the Project no later than August 1, 2024 and will achieve substantial completion of the Project within eighteen (18) months thereafter in accordance with the terms of the Development Agreement. The issuance of a certificate of occupancy for the Project shall be conclusive evidence of substantial completion of the Project by Owner. Owner shall construct and operate the Project in compliance with all applicable laws and shall otherwise abide by the terms of the Development Agreement.

B) Owner shall operate the Project as affordable housing in accordance with the requirements of the Land Use Restriction Agreement for Low Income Housing Tax Credit relating to the Project by and between the Wisconsin Housing and Economic Development Authority and Owner (the “Extended Use Agreement”) for so long as the Extended Use Agreement is in effect.

C) Partners and Owner shall use the Subaward A 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”). Owner shall keep such records regarding the Project and use of the proceeds of the Subaward A that are required to demonstrate compliance with the requirements of the Program Requirements. City, Partners, and Owner shall cooperate with each other in connection with all reporting requirements required pursuant to the Program Requirements.

Article III - Approvals

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

Article IV – Default

In the event Owner or Partners fails to comply with the terms of this Agreement, and such default continues for a period of 60 days after notice to Owner and Partners from City, it shall be an “Event of Default” of this Agreement and Owner or Partners shall immediately pay City that portion of the proceeds of the Subaward A which may be recaptured from City by Treasury. Any cure of a default by an Investor Member of Owner shall be deemed a cure of such a default by Owner.

Article V - Notices

Any written notice or demand hereunder from any party to another party shall be in writing and shall 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 210
Sheboygan, WI 53081

If to Partners:

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

If to Owner:

Gateway Apartments, LLC
c/o KG Development Group LLC
1033 N Mayfair Rd, Suite 300
Wauwatosa WI 53226
Attn: Anthony Kazee

With a copy to Investor Member:

CREA Erie Street Apartments, LLC
30 South Meridian Street, Suite 400
Indianapolis, IN 46204

And a copy to:

Nixon Peabody LLP
799 9th Street NW, Suite 500
Washington, DC 20001
Attn: Matthew Mullen

Article VI - Ordinances

The City and Owner agree to follow all applicable City ordinances and regulations with regard to their respective obligations set forth herein.

Article VII - Binding Effect; Assignments

This Agreement shall 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.

Article VIII - Time

Time shall be of the essence as it pertains to the construction of the Project.

Article IX - 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 shall be binding upon the parties hereto unless authorized in accordance with law and reduced in writing and signed by the City, Owner, and Partners.

Article X - Severability

If any section, subsection, sentence, clause, phrase or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate and distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Article XI - Waiver

No party to this Agreement shall 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.

Article XII - 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 shall be extended by the amount of time of such delay.

Article XIII - Governing Law

This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. Owner shall 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.

Article XIV - Miscellaneous

A) Under no circumstances shall any alderperson, council member, officer, official, director, attorney, employee or agent of the City or any director, officer, member or manager of Partners, or Owner have any personal liability arising out of this Agreement, and no party shall seek or claim any such personal liability.

B) This Agreement is intended solely for the benefit of Owner, Partners, and the City, and no third party (other than successors and permitted assigns) shall 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 PARTNERS, Owner or the City, or any person acting on behalf of any of them, shall be available for use by any contractor or other person in any dispute relating to construction of the Project.

C) This Agreement does not create the relationship of principal and agent, or of Partnership, joint venture, or of any association or relationship among the Owner, Partners, and City (or between any two of them).

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

[SIGNATURE PAGES FOLLOW]

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

GATEWAY APARTMENTS, LLC

By: GATEWAY APARTMENTS MM, LLC, Managing Member

By: KG DEVELOPMENT GROUP LLC, Member

BY: _____
Anthony Kazee, Member Date

This document is authorized by and in accordance with Res. No. _____-24-25.

EXHIBIT A

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

Buyer: Gateway Apartments, LLC

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

Parcels:

59281204550

59281204560

59281204570

59281204580

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 Developer 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 any 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 workweek 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 telecommunication 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 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.

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 its 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 Subaward A 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 undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the undersigned 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.

GATEWAY APARTMENTS, LLC

By: GATEWAY APARTMENTS MM, LLC, Managing Member

By: KG Development Group LLC, Member

BY _____
Anthony Kazee, Member

Date: _____

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of its 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 Subaward A 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 undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the undersigned 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 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 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.

GATEWAY APARTMENTS, LLC

By: GATEWAY APARTMENTS MM, LLC, Managing Member

By: KG Development Group LLC, Member

BY _____
Anthony Kazee, Member

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 and <https://acquisition.gov/far/index.html>.

Your signature certifies that neither you nor your principal is presently debarred, 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: _____

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

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

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

3. MISCELLANEOUS

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

**CITY OF SHEBOYGAN
R. C. 8-24-25**

BY FINANCE AND PERSONNEL COMMITTEE.

MAY 20, 2024.

Your Committee to whom was referred Res. No. 15-24-25 by Alderpersons Mitchell and Perrella authorizing the Issuance and Establishing Parameters for the Sale of Not to Exceed \$23,165,000 General Obligation Promissory Notes, Series 2024A; recommends adopting the Resolution.

Committee:

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

**CITY OF SHEBOYGAN
RESOLUTION 15-24-25**

BY ALDERPERSONS MITCHELL AND PERRELLA.

MAY 6, 2024.

A RESOLUTION authorizing the Issuance and Establishing Parameters for the Sale of Not to Exceed \$23,165,000 General Obligation Promissory Notes, Series 2024A.

WHEREAS, the Common Council hereby finds and determines that it is necessary, desirable and in the best interest of the City of Sheboygan, Sheboygan County, Wisconsin (the "City") to raise funds for public purposes, including paying the cost of the Harbor Centre Master Plan, construction of a new Fire Station No. 3, street improvement projects and various project costs of the City's Tax Incremental Districts 21 and 23, such as acquiring real property, constructing a pedestrian bridge across the Sheboygan River and public improvements related to the development of the Gartman Farms property and the redevelopment of the former Mayline property (collectively, the "Project");

WHEREAS, the Common Council hereby finds and determines that the Project is within the City's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes;

WHEREAS, the City is authorized by the provisions of Section 67.12(12), Wisconsin Statutes, to borrow money and issue general obligation promissory notes for such public purposes;

WHEREAS, it is the finding of the Common Council that it is in the best interest of the City to direct its financial advisor, Ehlers & Associates, Inc. ("Ehlers"), to take the steps necessary for the City to offer and sell general obligation promissory notes (the "Notes") at public sale and to obtain bids for the purchase of the Notes;

WHEREAS, the City Clerk (in consultation with Ehlers) is hereby authorized and directed to cause the sale of the Notes to be publicized at such times and in such manner as the City Clerk may determine and to cause copies of a complete Notice of Sale and other pertinent data to be forwarded to interested bidders as the City Clerk may determine; and WHEREAS, in order to facilitate the sale of the Notes in a timely manner, the Common Council hereby finds and determines that it is necessary, desirable and in the best interest of the City to delegate to each of the City Administrator and the Finance Director/Treasurer (each an "Authorized Officer") of the City the authority to accept on behalf of the City the bid for the Notes that results in the lowest true interest cost for the Notes (the "Proposal") and meets the terms and conditions provided for in this Resolution by executing a certificate in substantially the form attached hereto as Exhibit A and incorporated herein by reference (the "Approving Certificate").

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

Section 1. Authorization and Sale of the Notes; Parameters. For the purpose of paying costs of the Project, the City is authorized to borrow pursuant to Section 67.12(12), Wisconsin Statutes, the principal sum of not to exceed TWENTY-THREE MILLION ONE HUNDRED SIXTY-FIVE THOUSAND DOLLARS (\$23,165,000) upon the terms and subject to the condition set forth in this Resolution. Subject to satisfaction of the condition set forth in Section 16 of this Resolution, the Mayor and City Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the financial institution that submitted the Proposal (the "Purchaser") for, on behalf of and in the name of the City, Notes aggregating the principal amount of not to exceed TWENTY-THREE MILLION ONE HUNDRED SIXTY-FIVE THOUSAND DOLLARS (\$23,165,000). The purchase price to be paid to the City for the Notes shall not be less than 98.75% nor more than 110.00% of the principal amount of the Notes.

Section 2. Terms of the Notes. The Notes shall be designated "General Obligation Promissory Notes, Series 2024A"; shall be issued in the aggregate principal amount of up to \$23,165,000; shall be dated as of their date of issuance; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and mature or be subject to mandatory redemption on the dates and in the principal amounts set forth below, provided that the aggregate principal amount of the Notes shall not exceed \$23,165,000 and the principal amount of each maturity or mandatory redemption amount may be increased or decreased by up to: (a) \$100,000 per maturity or mandatory redemption amount for the years 2025 and 2026; (b) \$300,000 per maturity or mandatory redemption amount for the year 2027; and (c) \$500,000 per maturity or mandatory redemption amount for the years 2028 through 2044. The schedule below assumes the Notes are issued in the aggregate principal amount of \$23,165,000.

<u>Date</u>	<u>Principal Amount</u>
04-01-2025	\$ 200,000
04-01-2026	300,000
04-01-2027	950,000
04-01-2028	1,000,000
04-01-2029	1,025,000
04-01-2030	1,000,000
04-01-2031	1,050,000
04-01-2032	1,065,000
04-01-2033	1,100,000
04-01-2034	1,150,000
04-01-2035	1,200,000
04-01-2036	1,230,000
04-01-2037	1,280,000
04-01-2038	1,335,000
04-01-2039	1,400,000
04-01-2040	1,455,000
04-01-2041	1,510,000
04-01-2042	1,585,000
04-01-2043	1,650,000
04-01-2044	1,680,000

Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on April 1, 2025. The true interest cost on the Notes (computed taking the Purchaser's compensation into account) shall not exceed 5.50%. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board.

Section 3. Redemption Provisions. The Notes shall be subject to optional redemption as set forth on the Approving Certificate. If the Proposal specifies that certain of the Notes shall be subject to mandatory redemption, the terms of such mandatory redemption shall be set forth on an attachment to the Approving Certificate labeled as Schedule MRP. Upon the optional redemption of any of the Notes subject to mandatory redemption, the principal amount of such Notes so redeemed shall be credited against the mandatory redemption payments established in the Approving Certificate in such manner as the City shall direct.

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

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2024 through 2043 for the payments due in the years 2025 through 2044 in the amounts as are sufficient to meet the principal and interest payments when due.

(B) Tax Collection. So long as any part of the principal of or interest on the Notes remains unpaid, the City shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Notes, said tax shall be, from year to year, carried onto the tax roll of the City and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Notes when due, the requisite amounts shall be paid from other funds of the City then available, which sums shall be replaced upon the collection of the taxes herein levied.

Section 6. Segregated Debt Service Fund Account.

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

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Promissory Notes, Series 2024A" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Notes; (ii) any premium which may be received by the City above the par value of the Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Notes when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

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

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

Section 7. Proceeds of the Notes; Segregated Borrowed Money Fund. The proceeds of the Notes (the "Note Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Notes into the Debt Service Fund Account created above) shall be deposited into a special fund (the "Borrowed Money Fund") separate and distinct from all other funds of the City and disbursed solely for the purpose or purposes for which borrowed. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Notes have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Code or the

Regulations and an officer of the City, charged with the responsibility for issuing the Notes, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Notes to the Purchaser which will permit the conclusion that the Notes are not "arbitrage bonds," within the meaning of the Code or Regulations.

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

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

Section 10. Execution of the Notes; Closing; Professional Services. The Notes shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

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

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

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

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

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

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

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

Section 16. Condition on Issuance and Sale of the Notes. The issuance of the Notes and the sale of the Notes to the Purchaser are subject to approval by an Authorized Officer of the acceptance of the principal amount, definitive maturities, redemption provisions, interest rates and purchase price for the Notes, which approval shall be evidenced by execution by an Authorized Officer of the Approving Certificate.

The Notes shall not be issued, sold or delivered until this condition is satisfied. Upon satisfaction of this condition, the Authorized Officer is authorized to execute a Proposal with the Purchaser providing for the sale of the Notes to the Purchaser.

Section 17. Official Statement. The Common Council hereby directs an Authorized Officer to approve the Preliminary Official Statement with respect to the Notes and deem the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by the Authorized Officer or other officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 18. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Notes, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Notes or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Notes).

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

Section 19. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

Section 20. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Notes, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Note proceeds, the payment procedure under the municipal bond insurance policy, the rights

of the bond insurer in the event of default and payment of the Notes by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Note provided herein.

Section 21. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of Sheboygan

Meredith DeBruin, City Clerk, City of Sheboygan

EXHIBIT A TO RESOLUTION
APPROVING CERTIFICATE

The undersigned [City Administrator] [Finance Director/Treasurer] of the City of Sheboygan, Sheboygan County, Wisconsin (the "City"), hereby certifies that:

1. Resolution. On May 20, 2024, the Common Council of the City adopted a resolution (the "Resolution") authorizing the issuance and establishing parameters for the sale of not to exceed \$23,165,000 General Obligation Promissory Notes, Series 2024A of the City (the "Notes") after a public sale and delegating to me the authority to approve the Preliminary Official Statement, to approve the purchase proposal for the Notes, and to determine the details for the Notes within the parameters established by the Resolution.

2. Proposal; Terms of the Notes. On the date hereof, the Notes were offered for public sale and the bids set forth on the Bid Tabulation attached hereto as Schedule I and incorporated herein by this reference were received. The institution listed first on the Bid Tabulation, _____ (the "Purchaser") offered to purchase the Notes in accordance with the terms set forth in the Proposal attached hereto as Schedule II and incorporated herein by this reference and results in the lowest true interest cost of the Notes (the "Proposal"). Ehlers & Associates, Inc. recommends the City accept the Proposal. The Proposal meets the parameters and conditions established by the Resolution and is hereby approved and accepted.

The Notes shall be issued in the aggregate principal amount of \$_____, which is not more than the \$23,165,000 approved by the Resolution, and shall mature on April 1 of each of the years and in the amounts and shall bear interest at the rates per annum as set forth in the Pricing Summary attached hereto as Schedule III and incorporated herein by this reference. The amount of each annual principal or mandatory redemption payment due on the Notes is not more than: (a) \$100,000 more or less per maturity or mandatory redemption amount for the years 2025 and 2026, (b) \$300,000 more or less per maturity or mandatory redemption amount for the year 2027 and (c) \$500,000 more or less per maturity or mandatory redemption amount for the years 2028 through 2044, than the schedule included in the Resolution as set forth below:

<u>Date</u>	<u>Resolution Schedule</u>	<u>Actual Amount</u>
04-01-2025	\$ 200,000	\$ _____
04-01-2026	300,000	_____
04-01-2027	950,000	_____
04-01-2028	1,000,000	_____
04-01-2029	1,025,000	_____
04-01-2030	1,000,000	_____
04-01-2031	1,050,000	_____
04-01-2032	1,065,000	_____
04-01-2033	1,100,000	_____
04-01-2034	1,150,000	_____
04-01-2035	1,200,000	_____

<u>Date</u>	<u>Resolution Schedule</u>	<u>Actual Amount</u>
04-01-2036	\$1,230,000	\$ _____
04-01-2037	1,280,000	_____
04-01-2038	1,335,000	_____
04-01-2039	1,400,000	_____
04-01-2040	1,455,000	_____
04-01-2041	1,510,000	_____
04-01-2042	1,585,000	_____
04-01-2043	1,650,000	_____
04-01-2044	1,680,000	_____

The true interest cost on the Notes (computed taking the Purchaser's compensation into account) is _____%, which is not in excess of 5.50%, as required by the Resolution.

3. Purchase Price of the Notes. The Notes shall be sold to the Purchaser in accordance with the terms of the Proposal at a price of \$ _____, plus accrued interest, if any, to the date of delivery of the Notes, which is not less than 98.75% nor more than 110.00% of the principal amount of the Notes, as required by the Resolution.

4. Redemption Provisions of the Notes. The Notes maturing on April 1, 20__ and thereafter are subject to redemption prior to maturity, at the option of the City, on April 1, 20__ or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the City and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption. [The Proposal specifies that [some of] the Notes are subject to mandatory redemption. The terms of such mandatory redemption are set forth on an attachment hereto as Schedule MRP and incorporated herein by this reference.]

5. Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same respectively falls due, the full faith, credit and taxing powers of the City have been irrevocably pledged and there has been levied on all of the taxable property in the City, pursuant to the Resolution, a direct, annual irrepealable tax in an amount and at the times sufficient for said purpose. Such tax shall be for the years and in the amounts set forth on the debt service schedule attached hereto as Schedule IV.

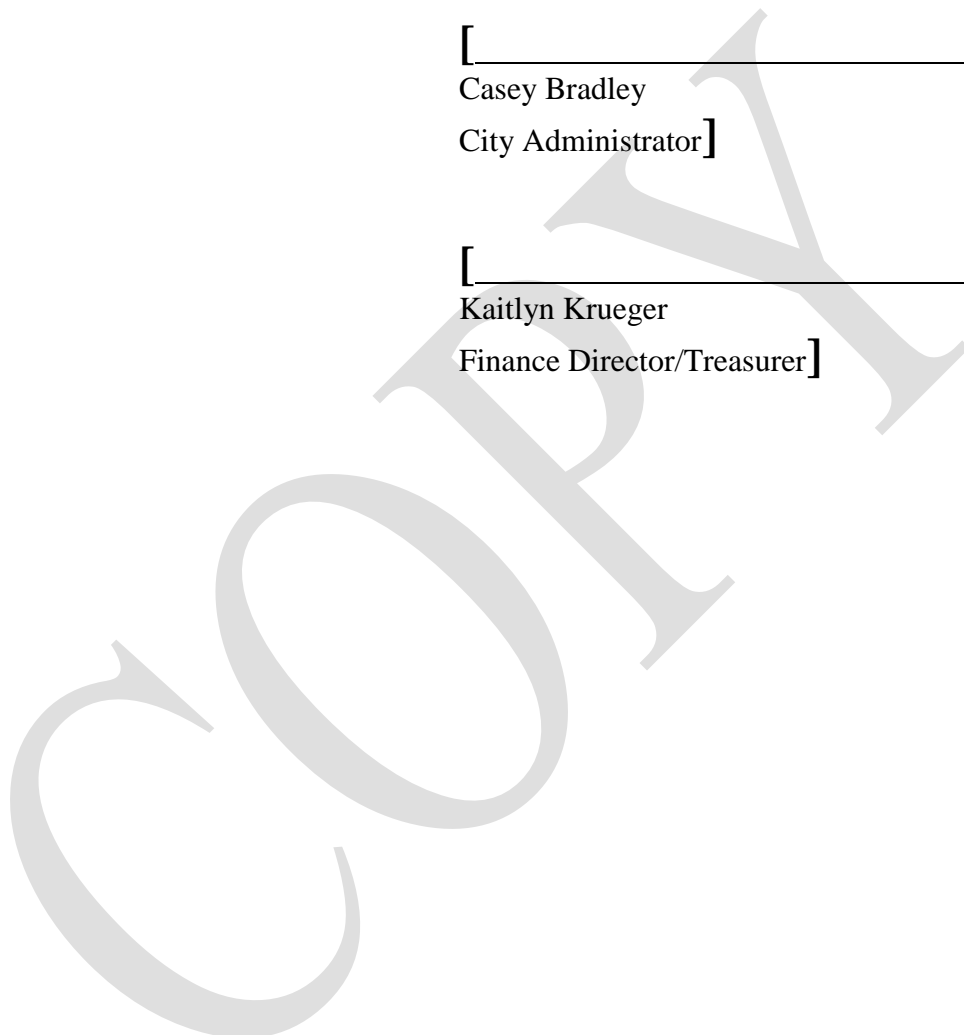
6. Preliminary Official Statement. The Preliminary Official Statement with respect to the Notes is hereby approved and deemed "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934.

7. Approval. This Certificate constitutes my approval of the Proposal, and the principal amount, definitive maturities, interest rates, purchase price and redemption provisions for the Notes and the direct annual irrevocable tax levy to repay the Notes, in satisfaction of the parameters set forth in the Resolution.

IN WITNESS WHEREOF, I have executed this Certificate on [June 13, 2024] pursuant to the authority delegated to me in the Resolution.

[_____
Casey Bradley
City Administrator]

[_____
Kaitlyn Krueger
Finance Director/Treasurer]



SCHEDULE I TO APPROVING CERTIFICATE

Bid Tabulation

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

(See Attached)

COPY

SCHEDULE II TO APPROVING CERTIFICATE

Proposal

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

(See Attached)

COPY

SCHEDULE III TO APPROVING CERTIFICATE

Pricing Summary

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

(See Attached)

COPY

SCHEDULE IV TO APPROVING CERTIFICATE
Debt Service Schedule and Irrepealable Tax Levies

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

(See Attached)

COPY

[SCHEDULE MRP TO APPROVING CERTIFICATE

Mandatory Redemption Provision

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

For the Term Bonds Maturing on April 1, 20

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

For the Term Bonds Maturing on April 1, 20

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

For the Term Bonds Maturing on April 1, 20

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

For the Term Bonds Maturing on April 1, 20

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

EXHIBIT B TO RESOLUTION

(Form of Note)

REGISTERED	UNITED STATES OF AMERICA	DOLLARS
	STATE OF WISCONSIN	
	SHEBOYGAN COUNTY	
NO. R-___	CITY OF SHEBOYGAN	\$_____
	GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2024A	

MATURITY DATE:	ORIGINAL DATE OF ISSUE:	INTEREST RATE:	CUSIP:
April 1, _____	July 2, 2024	_____%	_____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
(\$_____)

FOR VALUE RECEIVED, the City of Sheboygan, Sheboygan County, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on April 1, 2025 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by Bond Trust Services Corporation, Roseville, Minnesota (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Note is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

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

This Note is one of an issue of Notes aggregating the principal amount of \$ _____, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the City pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for public purposes, including paying the cost of the Harbor Centre Master Plan, construction of a new Fire Station No. 3, street improvement projects, the construction of a pedestrian bridge across the Sheboygan River, the acquisition of property and the construction of public improvements related to the development of the Gartman Farms property and the redevelopment of the former Mayline property, as authorized by a resolution adopted on May 20, 2024, as supplemented by an Approving Certificate, dated _____, 2024 (collectively, the "Resolution"). Said Resolution is recorded in the official minutes of the Common Council for said date.

The Notes maturing on April 1, 20__ and thereafter are subject to redemption prior to maturity, at the option of the City, on April 1, 20__ or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the City, and within each maturity by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

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

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

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Note have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the City, including this Note and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrevocable tax has been levied sufficient to pay this Note, together with the interest thereon, when and as payable.

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

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

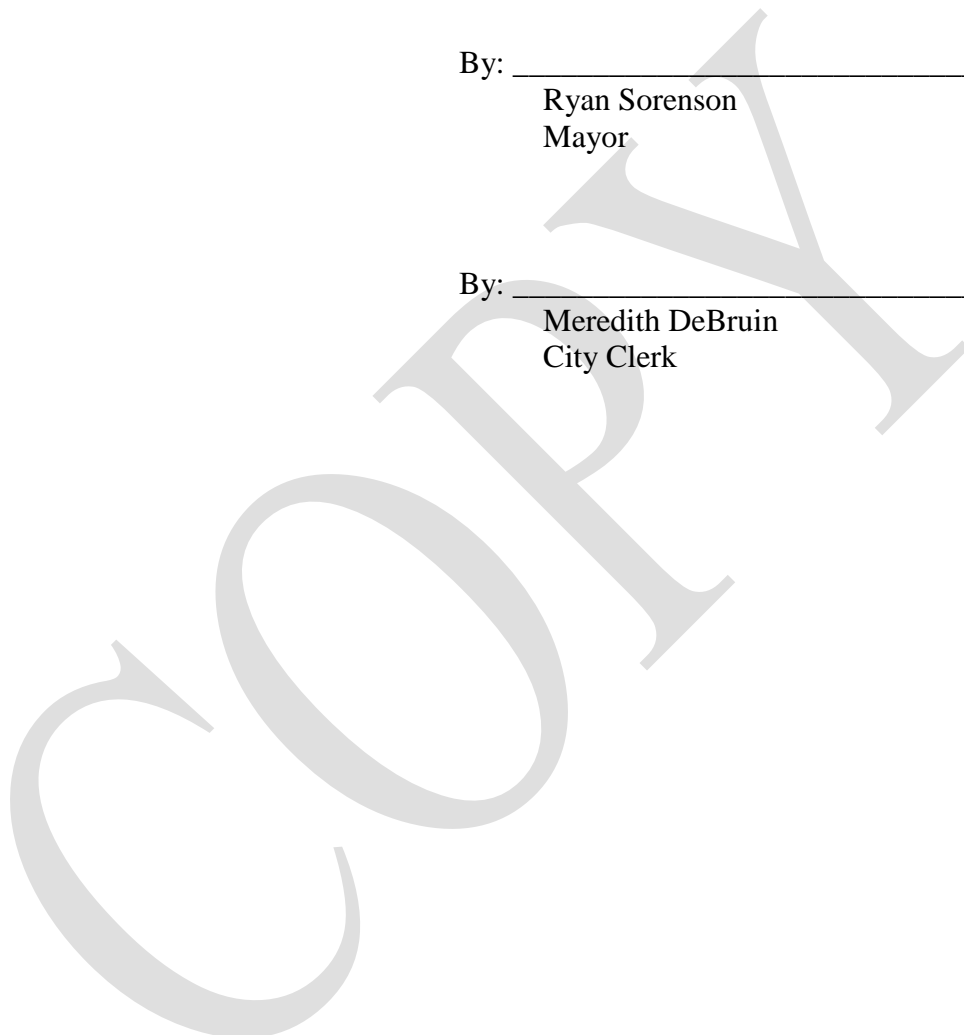
IN WITNESS WHEREOF, the City of Sheboygan, Sheboygan County, Wisconsin, by its governing body, has caused this Note to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all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

CITY OF SHEBOYGAN
SHEBOYGAN COUNTY, WISCONSIN

By: _____
Ryan Sorenson
Mayor

(SEAL)

By: _____
Meredith DeBruin
City Clerk



Date of Authentication: _____, _____

CERTIFICATE OF AUTHENTICATION

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

BOND TRUST SERVICES CORPORATION,
ROSEVILLE, MINNESOTA

By _____
Authorized Signatory

COPY

ASSIGNMENT

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

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

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

Dated: _____

Signature Guaranteed:

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

(Depository or Nominee Name)

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

(Authorized Officer)

**CITY OF SHEBOYGAN
R. C. 23-24-25**

BY LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE.

MAY 20, 2024.

Your Committee to whom was referred Res. No. 7-24-25 by Alderpersons Rust and LaFave authorizing the appropriate City officials to execute the Intergovernmental Agreement for Law Enforcement Services for the 2024 Republican National Convention in Milwaukee, Wisconsin, between the City of Milwaukee and the City of Sheboygan; recommends adopting the Resolution.

Committee:

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

**CITY OF SHEBOYGAN
RESOLUTION 7-24-25**

BY ALDERPERSONS RUST AND LA FAVE.

MAY 6, 2024.

A RESOLUTION authorizing the appropriate City officials to execute the Intergovernmental Agreement for Law Enforcement Services for the 2024 Republican National Convention in Milwaukee, Wisconsin, between the City of Milwaukee and the City of Sheboygan.

RESOLVED: That the Common Council authorizes the Police Chief to execute the Intergovernmental Agreement for Law Enforcement Services for the 2024 Republican National Convention, a copy of which is attached hereto and incorporated herein, on behalf of the City of Sheboygan, and to take such actions (including filling out the forms found in Exhibits A and B) to provide police support at the Republican National Convention.

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

CONTRACT NUMBER: See Exhibit A
CONTRACTOR: See Exhibit A
COMMON COUNCIL RESOLUTION: 231078

Distribution via DocuSign in this order:

- Assisting agency signatories – Signature/final copy
- Chief (Fire or Police) – Signature/final copy
- Aaron Robinette – Initials/final copy
- Claudia Orugbani – Initials/final copy
- “Comptroller Senior Management” (see DocuSign address book) – Signature/final copy
- City Attorney (ACA Foundos) – Signature/final copy
- Andrea Fowler – final copy (no signature)

**Intergovernmental Agreement for Law Enforcement Services for the
2024 Republican National Convention**

I. Definitions. The following definitions apply to this Agreement.

1. **Agreement** means this Intergovernmental Agreement for Law Enforcement Services for the 2024 Republican National Convention.
2. **Assisting Personnel** means those personnel provided by Contractor to assist Milwaukee pursuant to this Agreement.
3. **Convention** means the 2024 Republican National Convention to be held in the City presently scheduled for July 15-18, 2024.
4. **In Writing** means a written communication via the official Milwaukee email account (@milwaukee.gov) of the MPD Chief, MPD Chief of Staff, or the Chief’s designees.
5. **MPD** means the City of Milwaukee Police Department.
6. **Milwaukee** means the City of Milwaukee, Wisconsin.
7. **Parties** means Milwaukee and Contractor; **Party** means Milwaukee or Contractor.
8. **Security Plan** means the security plan developed for the Convention by the U.S. Secret Service, in consultation with the Milwaukee Police Department, the Milwaukee Fire Department, and other local, state and federal agencies.
9. **Security Grant** means the grant provided to Milwaukee by the U.S. Department of Justice and/or the U.S. Department of Homeland Security to provide security for the Convention.
10. **Contractor** means the name of the Contractor identified in Exhibit A.

II. Background.

1. Milwaukee has been chosen as the host city for the Convention. Milwaukee has various security obligations for the Convention pursuant to the Security Plan and an agreement between Milwaukee, the Convention host committee, and the Republican National Committee.
2. Milwaukee requires the assistance of non-Milwaukee police personnel in support of its Convention security obligations.
3. Milwaukee expects to and/or has received the Security Grant to pay for costs associated with securing the Convention, including the law enforcement services described in this Agreement.

IV. Exhibits. Exhibits A and B are incorporated into the Agreement, and contain information and forms specific to Contractor. Contractor agrees to provide the personnel and/or equipment listed in Exhibit B, at the times as listed in Exhibit B, and with all information required of Exhibits A and B. Contractor shall submit a “Final” version of Exhibit B at the appropriate times as specified in this Agreement.

V. Additional Terms of Agreement.

1. **Authority to Execute.** The Parties each represent that they, and their signatories, possess the legal authority to enter into the Agreement and to validly and legally bind their respective Party to all terms of the Agreement.
2. **Term.** The term of the Agreement shall begin on the date of final execution of the Agreement by both Parties and shall end upon the completion of all obligations of the Agreement and participation in administrative proceedings and/or criminal and/or civil trials and/or audits by Milwaukee or Federal auditors.
3. **Amount.** Contractor shall not be paid more than the amount set forth in Exhibit B titled “Total Cost,” in the section entitled “Total Request for Reimbursement” which is the estimated total cost for Contractor’s performance under the Agreement. The amount may be increased or decreased only by written amendment of the Agreement or In Writing.
4. **Payment.**
 - 4.1 Costs Reimbursed. Contractor shall be reimbursed for costs that are all of the following, as applicable: (1) properly supported by the documentation set forth below in the section entitled “Payment Requests” and in Exhibit B; (2) included in the Agreement budget or otherwise approved In Writing; (3) for personnel time, time spent in an “on duty” status between the time Assisting Personnel check in with MPD and the time that they check out with MPD at the end of their shift, in accordance with duty assignments distributed by MPD, or in training assigned by MPD, and at the rate(s) provided in Exhibit B; (4) for transportation, mileage or airfare at current United States General Services Administration rates and policies as set forth in Exhibit B; and (5) for equipment at the rates set forth in Exhibit B and at market rate repair costs for any damage to such equipment.
 - 4.2 Costs Not Reimbursed. Irrespective of any costs set forth in the budget, Contractor shall not be paid for any of the following:
 - 4.2.1 Assisting Personnel’s time while located at their place of lodging or home or while traveling to or from their place of lodging or home to the duty station to which they are assigned by MPD or to the location of any training, unless such personnel are covered by a collective bargaining agreement, employment contract, ordinance or other law requiring them to be paid for such time and travel and documentation is provided as required below.
 - 4.2.2 Costs in violation of any federal, state, or local law, regulation, or rule, or this Agreement.
 - 4.2.3 Costs in violation of the terms of the Security Grant award letter to Milwaukee, which shall be provided to Contractor under separate cover and which shall be incorporated into the Agreement at the time the document is provided to Contractor.
 - 4.2.4 Rates of pay that exceed the normal salary and benefits of Assisting Personnel.
 - 4.2.5 Hours worked outside those established by MPD unless pre-approved In Writing. In Writing approval may be provided retroactively if Assisting Personnel are acting on a

direct command from MPD or responding to an emergency situation which, in their professional judgment, reasonably requires them to provide services outside of their assigned work hours to protect public safety. In such instances, Assisting Personnel shall seek approval from Milwaukee MPD command at the earliest reasonable time.

- 4.2.6 Costs of personal entertainment, miscellaneous items, additional food, or transportation beyond that provided or authorized In Writing.

4.3 Payment Requests. Payment requests shall be submitted to Milwaukee no later than September 2, 2024, and must include the following supporting documentation demonstrating that the costs being invoiced are both allowable and allocable to the grant. Failure to include this information in a payment request may result in the denial of the payment request:

- 4.3.1 “Final” version of Exhibit B, and all documentation required therein.
- 4.3.2 If requested, copies of the relevant portion of a collective bargaining agreement, employment contract, ordinance, law, requiring Assisting Personnel to be paid for travel time and overtime.
- 4.3.3 Such other documentation as Milwaukee may reasonably request, or which has been requested by the U.S. Department of Justice, local, state, or federal auditors.
- 4.3.4 If Contractor is budgeted to procure any items or services, it must follow the procurement rules set forth at 2 C.F.R. 200, and must maintain records and make such records available to Milwaukee upon request and must be sufficient to establish (1) the rationale for the method of purchase, (2) selection of the contract type, (3) contractor selection or rejection, and (4) the basis of the contract price (*see* 2 C.F.R. § 200.318(i)).
- 4.3.5 A completed W-9 form.

4.4 Timing of payments and recoupment.

- 4.4.1 Payment requests shall be reviewed in the order received. Payment is anticipated to be made within 45 days after a complete reimbursement package is received by Milwaukee. A reimbursement package is deemed to be complete after any/all requests for information made by Milwaukee to Contractor have been received and no further questions remain.
- 4.4.2 Final payment under the Agreement shall be predicated, at Milwaukee’s option, on a final audit of Contractor’s documentation by Milwaukee, state, or federal officials.
- 4.4.3 Contractor shall reimburse Milwaukee for any disbursed funds that Milwaukee, or local, state, or federal auditors determine have been misused or misappropriated, or for which such auditors determine were not properly supported or were not properly allocable to the Security Grant. Such reimbursement of funds shall be due upon Milwaukee’s written demand to Contractor.

4.5 Risk. Reimbursements under the Agreement are conditioned upon the City’s actual receipt of funds from the granting authority, and Contractor undertakes any work performed before the City’s receipt of such funds at its own risk. Irrespective of any other term of this Agreement, should City fail to be awarded a federal security grant sufficient to cover the costs of all City’s security obligations under the Security Plan, City may terminate this Agreement.

5. **Records, Audit, and Information Requests.**

5.1 Information requested pursuant to payment requests and audit. Contractor shall furnish Milwaukee with such statements, records, reports, data, and information as Milwaukee may reasonably request to substantiate and/or investigate the basis of payment requests, and/or to meet the requirements of Milwaukee, local, state, or federal audits.

- 5.2 **Federal Grant Record Retention Requirements.** Contractor will retain those records required by 2 C.F.R. § 200.334 for a period of three years after it receives notice from Milwaukee that Milwaukee has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
- 5.3 **Wisconsin Public Records Law.** The Parties understand and agree that they are each Authorities under the Wisconsin Public Records Law, Wis. Stat. § 19.21, et seq. Irrespective of any other term of this Agreement, Contractor is obligated to retain Records for seven years from the date of the Record's creation. The requirements of this section are in addition to, and not in place of, the retention requirements of any other section or paragraph. This term shall survive for a period of seven years after termination or expiration of this Agreement.
6. **Security Information.** Contractor shall comply with all privilege and confidentiality requirements and procedures set forth by the U.S. Department of Homeland Security, the U.S. Secret Service or any other governmental entity. If Contractor has custody of a record (broadly construed to include paper or electronic formats) that contains details of security arrangements or investigations relevant to the Convention, Contractor shall, as soon as practical and without delay, notify Milwaukee of any request to disclose such record.
7. **Choice of Law and Venue.** The Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. Contractor and Wisconsin agree that for any claim or suit or other dispute relating to the Agreement that cannot be mutually resolved, jurisdiction and venue shall be in an appropriate court of competent jurisdiction sitting in Milwaukee County, Wisconsin. Contractor agrees to submit itself to the jurisdiction of said courts, to the exclusion of any other court that may have jurisdiction over such a dispute according to any other law, except that, if another party obtains jurisdiction over Milwaukee for claims or other actions involving or related to the Agreement in a different forum or venue, Contractor agrees that it shall submit to the jurisdiction of such forum or venue.
8. **Liability.** Except as otherwise provided in this Agreement, each Party agrees that it will be responsible for its own acts and/or omissions and those of its Assisting Personnel, officials, employees, representatives, and agents in carrying out the terms of this Agreement to the extent authorized by law and shall not be responsible for the acts and/or omissions of the other Party.
9. **No Waiver.** Irrespective of any term of this Agreement, nothing contained in this Agreement shall waive or amend, nor be construed to waive or amend any privilege, defense, limitation of liability, or immunity that either Party, their respective officials, agents, or employees may have under any applicable federal, state, local, or common law.
10. **Sam.gov profile.** Contractor is required to maintain an active profile on SAM.GOV and a Unique Entity Identification number during the term of the Agreement.
11. **Independent legal entities and employment.**
- 11.1 **Independent Legal Entities.** Contractor is an independent legal entity, and neither Contractor, nor Contractor's employees, agents, and/or Assisting Personnel are employees of City, nor are they entitled to any fringe benefits or any other benefits to which City's salaried employees are entitled to or are receiving. Personal income tax payments, social security contributions, insurance, and all other governmental reporting and contributions required as a consequence of Contractor receiving payment under this Agreement shall be the sole responsibility of Contractor. City and Contractor form no joint venture or legal partnership under this Agreement.

- 11.2 Assisting Personnel Remain Employees of Contractor. Contractor acknowledges and affirms that Contractor remains fully responsible for any and all obligations as the employer of its Assisting Personnel, including among other things: responsibility for the payments of: (i) earnings; (ii) overtime earnings; (iii) withholdings; (iv) insurance coverage; (v) workers' compensation; (vi) death benefits; (vii) medical and legal indemnity where lawful and appropriate; and (viii) all other requirements by law, regulations, ordinance, or contract. Assisting Personnel remain employees of Contractor. Contractor shall be responsible for the payment of any compensation or death benefits to Assisting Personnel who are injured or killed while providing services to City under the terms of this Agreement. City is not obligated to reimburse Contractor for those expenses under the terms of this Agreement. This paragraph does not diminish the City's reimbursement obligations set forth elsewhere in this Agreement. **Because Contractor is claiming reimbursement for fringe benefits, including worker's compensation contributions/premiums, Contractor expressly waives any right to reimbursement for worker's compensation or other medical liability claims, including but not limited to claims under Wis. Stat. § 66.0513(2).**
12. **Indemnification.** The City shall indemnify Contractor and Assisting Personnel for liability to third parties incurred while Assisting Personnel are acting within the scope of their employment to fulfill the terms of this Agreement to the extent required by Wis. Stat. § 66.0313.
13. **Notices.** Any notices to be given under these terms and conditions unless otherwise stated shall be submitted via certified mail, return receipt requested, and shall be deemed delivered upon receipt of electronic delivery notice to the persons at the addresses identified "Contractor Contact Information" and "Milwaukee Contact Information" in Exhibit A.
14. **Remedies for noncompliance.** If Contractor fails to comply with any term of the Agreement Milwaukee may take one or more of the following actions:
- 14.1 Temporarily withhold reimbursement pending correction of the deficiency or breach;
 - 14.2 Deny both use of funds for all or part of the activity or action not in compliance;
 - 14.3 Wholly or partially suspend the Agreement;
 - 14.4 Withhold further reimbursement;
 - 14.5 Terminate the Agreement;
 - 14.6 Take other remedies that may be legally available.
15. **Termination.**
- 15.1 Termination by Milwaukee. Milwaukee may terminate the Agreement at any time for any reason upon written notice to Contractor. Contractor will be reimbursed for its costs to date of termination and non-cancelable obligations properly incurred as set forth in the Agreement budget prior to the date of termination under the following circumstances: (1) such costs are properly documented as required in the Agreement; (2) such costs do not exceed the amount allowed under the Agreement; and (3) a report of progress to date of termination has been submitted to Milwaukee. Upon notice of termination, Contractor shall cease to incur or obligate new costs under this program. Milwaukee may terminate the Agreement without payment of costs if Contractor fails to comply with or perform any material term, condition, or obligation contained in the Agreement, and either such breach cannot be cured or, if such breach may be cured, Contractor fails to cure such breach within seven (7) calendar days after Milwaukee provides Contractor with notice of such failure.

- 15.2 **Termination by Contractor.** Contractor may terminate the Agreement if Contractor is not able to both fulfil the terms of the Agreement and ensure the public safety of its own jurisdiction due to an emergent circumstance. Upon Contractor's termination of the Agreement, Contractor shall fully refund to Milwaukee all costs, funds, or other prepayments that Milwaukee may have paid to Contractor pursuant to the Agreement (if any). Contractor shall be reimbursed according to the procedures set forth in the Agreement for costs incurred during any provision of Agreement services to Milwaukee. Contractor shall provide notice of termination to Milwaukee as soon as practical upon discovery of conditions requiring the termination.
16. **Amendment.** The Agreement may be amended only by joint written agreement between the Parties.
17. **Headings.** The captions and headings of paragraphs and sections in this Agreement are for convenience of reference only and shall not be construed as defining or limiting the terms.
18. **Survival.** The terms of the Agreement and any exhibits and attachments that by reasonable implications contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable.
19. **Lobbying.** Contractor agrees that no federal appropriated funds have been reimbursed or will be reimbursed, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal 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. Funds provided pursuant to the Agreement may not be used to influence federal contracting or financial transactions.
20. **Debarment.** By executing the Agreement, Contractor certifies neither it, nor any of its respective principals are debarred, suspended, or proposed for debarment for federal financial assistance (e.g. General Services Administration's List of Parties Excluded from Federal Procurement and Non-Procurement Programs), and that Contractor will not enter into any transactions with any subrecipients, contractors, or any of their principals who are debarred, suspended or proposed for debarment using funds provided by this Agreement. Contractor agrees that it will take all steps necessary to ensure that it and its respective principals do not become debarred, suspended or proposed for debarment for federal financial assistance. If Contractor becomes debarred, it will immediately notify Milwaukee, and such debarment may be grounds for termination of the Agreement.
21. **Entire agreement, amendments, severability.**
- 21.1 **Entire Agreement.** The Agreement constitutes the entire agreement between Milwaukee and Contractor concerning its subject matter and supersedes all prior agreements, discussions, representations, warranties and covenants between them concerning the subject matter of the Agreement.
- 21.2 **Severability.** If any term of the Agreement is, to any extent, held invalid or incapable of being enforced, such term shall be excluded only to the extent of such invalidity or unenforceability. All other terms of the Agreement shall remain in full force and effect and, to the extent possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term as determined by Milwaukee.

22. Certifications and incorporation of federally required terms. The following terms and conditions are incorporated into the Addendum:

- 22.1 Amendment Permitted. This list of federally required contract terms may be amended by Milwaukee in the event that the Security Grant contains additional required terms.
- 22.2 Record Retention. Contractor certifies that it will comply with the record retention requirements detailed in 2 C.F.R. § 200.334. Contractor further certifies that it will retain all records as required by 2 C.F.R. § 200.334 for a period of three (3) years after the Term.
- 22.3 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. If this Agreement exceeds one hundred fifty thousand dollars (\$150,000), Contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency (the U.S. Department of Justice) and the Regional Office of the Environmental Protection Agency (EPA).
- 22.4 Energy Efficiency. Contractor certifies that it will be in compliance 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).
- 22.5 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). If the Agreement exceeds one hundred thousand dollars (\$100,000), Contractor certifies that:
- 22.5.1 No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, 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.
- 22.5.2 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, Contractor shall request from Milwaukee and provide, completed, to Milwaukee the "Disclosure Form to Report Lobbying," in accordance with its instructions as amended by "Governmentwide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).
- 22.5.3 Contractor 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-contractors shall certify and disclose accordingly.
- 22.5.4 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 by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure. Contractor certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any. FAR 52.203-12, "Limitation on Payments to Influence Certain Federal Transactions" is hereby incorporated by reference into this certification.

- 22.6 DHS Seal, Logo, and Flags. Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific Federal Emergency Management (FEMA) pre-approval.
- 22.7 Federal Government is Not a Party. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to any party pertaining to any matter resulting from the Agreement.
- 22.8 Domestic preferences for procurements. Pursuant to 2 C.F.R. §200.322, as appropriate and if applicable, and to the extent consistent with law, Contractor should, to the greatest extent practicable under the Agreement, 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 the Agreement.
- 22.9 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. Contractor shall not knowingly use funds under this Agreement 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 C.F.R. § 200.216. In the event Contractor 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 C.F.R. § 200.216, during Agreement performance, Contractor shall alert Milwaukee as soon as possible and shall provide information on any measures taken to prevent recurrence.
- 22.10 Prohibition on confidentiality agreements. Contractor may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.
- 22.11 All terms found in 2 C.F.R. § 200, Appendix II, if not incorporated elsewhere in this Addendum.

23. **Organizational Structure and Law Enforcement Procedures.**

- 23.1 Unified Incident Command. At all times while operating under this Agreement, Assisting Personnel shall be subject to the structure of supervision, command, and control coordinated by MPD through a unified incident command structure, irrespective of the rank or job title normally held by any member of Assisting Personnel within their own agency.

- 23.2 Lead Local Law Enforcement Agency and Assignments. MPD is the lead local law enforcement agency for purposes of the Convention Security Plan. The Milwaukee Police Chief, or their designee, will communicate the specific assignments for Assisting Personnel to Contractor's commanding officer. Should Contractor object to any specific assignment, it shall make an objection to MPD and MPD shall reasonably attempt to accommodate the objection. The decision of the MPD regarding the objection and the requirements of the Security Plan shall control.
- 23.3 Policies and Law to Apply. Assisting Personnel will abide by applicable MPD policies, the lawful commands of the MPD Chief of Police and their designees, City of Milwaukee Municipal Code of Ordinances, Wisconsin law, and the United States Constitution. Rules of engagement and applicable standard operating procedures are available at <https://milw.sharepoint.com/:f:/r/sites/MPDRNCInformationCenter/Shared%20Documents/General?csf=1&web=1&e=KpTEFq> (see "Outside Agency Documents" → "Files" → "Wisconsin Intergovernmental Agreements Documents" folder) and must be complied with at all times by Assisting Personnel. All other documents are available from Milwaukee upon request. To activate this link, and access these documents, please request access by contacting the MPD RNC Planning Unit by email at MPD_RNC2024@milwaukee.gov or by telephone at (414) 935-7171.
- 23.4 Police Authority. Most Assisting Personnel duty assignments shall include the assignment of at least one MPD officer. Should an arrest or stop be required, the MPD officer shall conduct the arrest, and Assisting Personnel shall assist as directed. Assisting Personnel shall not conduct arrests or stops unless required to do so by emergent circumstances in which an MPD officer is not available or capable of conducting the arrest or stop. In such cases, the arresting officer shall include an MPD officer at his/her earliest opportunity and shall provide that MPD officer with all relevant and/or requested information. This Agreement is a request for assistance pursuant to Wis. Stat. §§ 66.0301 and 66.0313, pursuant to which a responding Wisconsin officer may assist with an arrest, notwithstanding any other jurisdictional provision.
- 23.5 Conformance to Security Plan. All functions and duties to be performed by Assisting Personnel shall conform to the Security Plan, as relayed by the MPD Chief of Police and their designees.

24. **Assisting Personnel and Responsibilities.**

- 24.1 Assisting Personnel to Participate in Training. Upon reasonable advance written notification from MPD, Assisting Personnel shall participate in Convention training activities (whether in person or online) that are coordinated by MPD. MPD shall make reasonable efforts to coordinate the training schedule with Contractor.
- 24.2 Services Limited. Assisting Personnel shall only provide services in which they are already experienced and for which they are licensed or certified under the law of Contractor.
- 24.3 Field Operations Guide. MPD presently expects to provide a Field Operations Guide to Assisting Personnel as they arrive in Milwaukee, with which Assisting Personnel shall comply at all times while functioning under the terms of the Agreement.
- 24.4 Assisting Personnel to Participate in After Action Activities. At the request of Milwaukee, Contractor shall reasonably provide information, participate in debriefings, respond to information requests required for insurance or audit purposes, and reasonably aid Milwaukee in the prosecution or defense of any civil or criminal proceedings related to Contractor's performance under the Agreement or in any matter in which Assisting Personnel or Contractor is identified by Milwaukee as a witness. Such assistance shall include the provision of

personnel or other records in administrative, criminal, and/or civil proceedings as reasonably requested by Milwaukee.

24.5 Assisting Personnel Criteria. Each Assisting Personnel provided by Contractor shall meet each of the following criteria:

24.5.1 Be licensed or certified as a law enforcement officer or equivalent by Contractor.

24.5.2 By reason of experience, training, and physical fitness, be qualified and capable of performing the duties required of an active duty licensed or certified police officer assigned to an event of the Convention's size and scope.

24.5.3 If assigned to the Major Incident Response Team, have completed Mobile Field Force training or its equivalent and other training as required by MPD or the United States Secret Service.

24.5.4 Employed as a licensed or certified non-probationary officer with at least 1 year of service by Assisting Governmental Unit and be an officer in good standing at all times until the completion of the Convention.

24.5.5 Have not been (i) sued in an individual capacity and adjudicated as liable for violations of the U.S. Constitution, or (ii) have sustained complaints for the use of excessive, unreasonable or unnecessary force within the last five years.

24.6 Declining Personnel. At any time, Milwaukee may decline assignment or deployment of any Assisting Personnel without cause or explanation. In the event such personnel are declined through no fault of Contractor or Assisting Personnel, Milwaukee shall reimburse Contractor for any costs budgeted for under the Agreement and already incurred.

24.7 Assisting Personnel Equipment.

24.7.1 Each Assisting Personnel shall be equipped by Contractor at Contractor's own expense with a seasonally appropriate patrol uniform and equipment, including service belt, service weapon, radio, and personal soft ballistic body armor. Assisting Personnel shall not bring to their assignments any chemical or other non-lethal munitions except as authorized by MPD via the sanctioned equipment list described below.

24.7.2 A complete, sanctioned, equipment list is will be provided to Contractor at least sixty (60) days before the Convention. Any equipment, gear, service weapons or munitions that are not included on the equipment list may not be used by Assisting Personnel as part of their assignments unless MPD consents to the use of such In Writing.

24.7.3 Assisting Personnel may not bring or utilize any demo equipment provided at low or no cost by a supplier seeking to demonstrate new equipment.

25. **Milwaukee Responsibilities**. In addition to Milwaukee's lead law enforcement agency responsibilities for the Convention, Milwaukee will provide the following:

25.1 Training. Training for Assisting Personnel, as and if determined necessary by MPD or the United States Secret Service.

25.2 Lodging and Food. Milwaukee will provide lodging for Assisting Personnel whose home agency is located more than 50 road miles outside of Milwaukee. Milwaukee will also provide a per diem for all Assisting Personnel for those times that they are stationed in Milwaukee, as specified in Exhibit B. Any expenditures for food or lodging outside of those provided by Milwaukee shall be at Assisting Personnel or Contractor's own expense.

26. **Discipline / Probable Cause Matters.** Milwaukee shall refer disciplinary matters involving Assisting Personnel to Contractor. Based on the judgment of Milwaukee, if a particular matter represents probable cause for the issuance of a criminal complaint, then such matter shall be referred directly to MPD or an external law enforcement agency for investigation with appropriate notice to Contractor.

IN WITNESS WHEREOF, the City and Contractor have fully executed this Agreement as of the date of the final signature below:

CITY OF MILWAUKEE,
A Municipal Corporation

By Its Milwaukee Police Department

By: _____
Chief Jeffrey B. Norman

Date: _____

CONTRACTOR: See Exhibit A

By: _____ Title: _____ Date: _____

By: _____ Title: _____ Date: _____

Countersigned:

_____ Date: _____
(City Comptroller)

Date: _____

___Initials (Comptroller Staff)

___Initials (Comptroller Staff)

Examined and approved as to form and execution this ___ day of _____, 2024.

Assistant City Attorney

Exhibit A to Intergovernmental Agreement for Law Enforcement Services for the 2024 Republican National Convention.

I. Contract Number.

--

II. Contractor Name, Contact Information, and UEI.

Contractor Name	Name:
Contractor Unique Entity Identifier	UEI:
Contractor Contact - regular communication	Name: Phone: Email:
Contractor Contact - official notice	Name: Address: With copy to (email):

III. Milwaukee Contact Information.

Milwaukee Contact - regular communication	Name: Phone: Email:
Milwaukee Contact - official notice	Name: Address: Email: With copy to (email): Andrea Fowler at anfowler@milwaukee.gov

IV. Overtime Policy.

<p>If Contractor is requesting any reimbursement at overtime rates, provide a description of Contractor’s overtime policy, including when overtime must be paid with citations to appropriate collective bargaining agreements, laws, procedures, etc., and attach excerpts from these documents to this exhibit. Execution of the Agreement certifies that the following overtime policy and citations are factual. Contractor agrees to provide complete copies of the documents excerpted and/or cited upon request.</p>
<p>Overtime description and citations:</p>

V. Travel Policy.

<p>If Contractor is requesting any reimbursement of wages paid for travel time, provide a description of Contractor’s travel policy, including when overtime must be paid with citations to appropriate collective bargaining agreements, laws, procedures, etc., and attach excerpts from these documents to this exhibit. Execution of the Agreement certifies that the</p>

following travel policy and citations are factual. Contractor agrees to provide complete copies of the documents excerpted and/or cited upon request.

Overtime description and citations:

Transportation Total

\$

Item 34.

Additional Requested Costs (Not Listed Above)

Item 34.

Additional Expenses: Provide a detailed description and total cost for any additional expenses not listed specifically on this form where reimbursement is being requested. Please be aware of any applicable federal per diem rates related to your request.

Please provide any supporting documentation and/or calculations that will help facilitate the review of your request. **Example:** If your trip to and from Milwaukee will require overnight lodging, please provide the number of officers who required this accommodation and the estimate/invoice per room for the total cost of the lodging.

NOTE: Any reimbursement under this section that are not included in the approved Estimate must be preapproved In Writing by the City and such preapproval shall be attached to this form.

Description of Additional Cost	Amount of Total Cost
	\$ -
	\$ -
Total	\$ -

Equipment

Equipment Name	Dates of Use	# Days	Written Cost Calculation (e.g., daily rate of \$100 x 4 days + estimated fuel costs of \$300)	Total Cost
Total				\$ -

Total Request for Reimbursement

Salary	\$0.00
Meals Per Diem Costs	-
Transportation	-
Additional Expenses	-
Total Cost	\$ -