



# **\*\*\*AMENDED\*\*\*NINTH REGULAR COMMON COUNCIL MEETING AGENDA**

**August 04, 2025 at 6:00 PM**

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

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**Notice of the 9th Regular Meeting of the 2025-2026 Common Council.**

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

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 by 12:00 p.m. on meeting day to be called upon during the meeting. All Alderpersons may attend the meeting remotely.

To view the meeting:

Microsoft Teams

Meeting ID: 282 375 405 749 4

Passcode: qY3hX66G

## **OPENING OF MEETING**

- 1. Call to order**
- 2. Roll Call**
- 3. Pledge of Allegiance**
- 4. Approval of Minutes**  
*Eighth Regular Council Meeting held on July 21, 2025*
- 5. Confirmation of Mayoral Appointments**  
*Alder Susie Boorse to be considered for appointment to the Historic Preservation Board (Alder Rep)*  
*Tou Bee Lee to be considered for appointment to the Board of Marina, Parks, and Forestry*
- 6. Public Forum**  
*Limit of five people having five minutes each with comments limited to items on this agenda.*
- 7. Mayor's Announcements**  
*Upcoming Community Events, Proclamations, Employee Recognitions*
- 8. Presentation**  
*2025 Year-to-date Budget Report and 2026 Budget Outlook by Finance Director Kaitlyn Krueger*

## **CONSENT**

- 9.** Report 5-25-26 by Sheboygan Water Utility Board of Water Commissioners submitting the report on the Water Utility for the second quarter of 2025.

- 10.** Report 6-25-26 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 April 1, 2025, and ending June 30, 2025.

*Voted 5-0 by Licensing, Hearings, and Public Safety Committee to file the report*

- 11.** Report 7-25-26 by City Clerk submitting various license applications.

*Voted 5-0 by Licensing, Hearings, and Public Safety Committee to grant licenses.*

- 12.** Report 8-25-26 by Director of Human Resources & Labor Relations Kelly Hendee submitting the exit interview summary for the City of Sheboygan for Quarter 2 of 2025.

*Voted 4-0 by Finance and Personnel Committee to file the report*

- 13.** Report 9-25-26 by Police Chief Kurt Zempel pursuant to section 30-50 of the Municipal Code, submitting the quarterly report showing the Benchmark Measurements for the Police Department for the period commencing April 1, 2025 and ending June 30, 2025.

*Voted 5-0 by Licensing, Hearings, and Public Safety Committee to file the report*

## **RESOLUTIONS**

- 14.** Res. No. 73-25-26 by Alderpersons Dekker and Perrella confirming the appointment of Quarles & Brady LLP as bond and disclosure counsel regarding the issuance of Taxable General Obligation Lead Service Line Replacement Promissory Notes, Series 2025 (2nd Issue). SUSPEND THE RULES AND ADOPT THE RESOLUTION

- 15.** Res. No. 75-25-26 by Alderpersons Dekker and Perrella authorizing the issuance and sale of up to \$165,000 Taxable General Obligation Lead Service Line Replacement Promissory Notes, Series 2025 (2nd Issue), and providing for other details and covenants with respect thereto, and approval of related \$290,000 financial assistance agreement. SUSPEND THE RULES AND ADOPT THE RESOLUTION

- 16.** Res. No. 76-25-26 by Alderpersons Dekker and Perrella authorizing the appropriate City officials to execute the Department of Natural Resources Principal Forgiven Financial Assistance Agreement regarding DNR Project No. 4901-14. SUSPEND THE RULES AND ADOPT THE RESOLUTION

- 17.** Res. No. 71-25-26 by Alderpersons Mitchell and Perrella amending the 2025 budget for various expenses incurred or planned.

*Voted 4-0 by Finance and Personnel Committee to adopt the Resolution*

- 18.** Res. No. 72-25-26 by Alderpersons Mitchell and Perrella authorizing an amendment to the 2025 budget for the purchase of Parcel Numbers 59030458910 and 59030458900 from Clare A.Gartman.

*Voted 4-0 by Finance and Personnel Committee to adopt the Resolution*

- 19.** Res. No. 74-25-26 by Alderpersons Dekker and Rust vacating a 0.03 acre portion of right-of-way on the east side of North 5<sup>th</sup> Street adjacent to Lot 1, Block 5 of the Assessment Subdivision No. 21, City of Sheboygan, Sheboygan County, Wisconsin. REFER TO PUBLIC WORKS COMMITTEE

## **OTHER MATTERS AUTHORIZED BY LAW**

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

**20.** Next Regular Meeting Date: August 18, 2025

**ADJOURN MEETING**

**21.** 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****EIGHTH REGULAR COMMON COUNCIL MEETING MINUTES****Monday, July 21, 2025**

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**OPENING OF MEETING****1. Call to order**

The meeting was called to order at 6:00 p.m.

**2. Roll Call**

Alderspersons present: Belanger, Boorse, Dekker, Heidemann, La Fave, Menzer, Mitchell, Perrella – 8.

Alderspersons excused: Close, Rust – 2.

**3. Pledge of Allegiance****4. Approval of Minutes**

Seventh Regular Council Meeting held on July 7, 2025

**MOTION TO APPROVE THE MINUTES**

Motion made by Dekker, Seconded by Perrella.

Voting Yea: Belanger, Boorse, Dekker, Heidemann, La Fave, Menzer, Mitchell, Perrella – 8.

**5. Resignations**

Dennis Wield from the Marina, Parks, and Forestry Board

Allie Karrels from the Historic Preservation Commission

Dave Hanneman from the Business Improvement District

**MOTION TO ACCEPT AND FILE**

Motion made by Dekker, Seconded by Perrella.

Voting Yea: Belanger, Boorse, Dekker, Heidemann, La Fave, Menzer, Mitchell, Perrella – 8.

**6. Mayoral Appointments**

Alder Susie Boorse to be considered for appointment to the Historic Preservation Board (Alder Rep)

Tou Bee Lee to be considered for appointment to the Marina, Parks, and Forestry Board.

LAYS OVER

**7. Public Forum**

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

**8. Mayor's Announcements**

Upcoming Community Events, Proclamations, Employee Recognitions

**HEARINGS**

9. Hearing No. 6-25-26 pursuant to notice published, this hearing is for the purpose of allowing interested parties to be heard relative to a proposed General Development Plan (PUD zoning) by Abacus Architects to construct site additions for outdoor learning experiences at Visit Sheboygan located at Parcel No. 59281110034, Sheboygan, WI.  
No one spoke.

**MOTION TO CLOSE THE HEARINGS**

Motion made by Dekker, Seconded by Perrella.

Voting Yea: Belanger, Boorse, Dekker, Heidemann, La Fave, Menzer, Mitchell, Perrella – 8.

**CONSENT**

10. Report 2-25-26 by City Attorney Department submitting the quarterly claims report.

**MOTION TO ACCEPT AND FILE**

Motion made by Dekker, Seconded by Perrella.

Voting Yea: Belanger, Boorse, Dekker, Heidemann, La Fave, Menzer, Mitchell, Perrella – 8.

11. Report 3-25-26 by Comptroller Evan Grossen Pursuant to Sheboygan Municipal Code § 2-912(b), which requires the comptroller to file with the common council, not less than monthly, a list of the claims approved, showing the date paid, the name of the claimant, the purpose and the amount, the attached list of paid vouchers for May 2025 is being provided.

**MOTION TO ACCEPT AND FILE**

Motion made by Dekker, Seconded by Perrella.

Voting Yea: Belanger, Boorse, Dekker, Heidemann, La Fave, Menzer, Mitchell, Perrella – 8.

12. Report 4-25-26 by City Attorney Department submitting the City Attorney's Office Monthly Report for July 2025.

**MOTION TO ACCEPT AND FILE**

Motion made by Dekker, Seconded by Perrella.

Voting Yea: Belanger, Boorse, Dekker, Heidemann, La Fave, Menzer, Mitchell, Perrella – 8.

13. Report 1-25-26 by City Clerk submitting various license applications.

**MOTION TO GRANT THE LICENSE APPLICATIONS**

Motion made by Dekker, Seconded by Perrella.

Voting Yea: Belanger, Boorse, Dekker, Heidemann, La Fave, Menzer, Mitchell, Perrella – 8.

14. R. O. No. 8-25-26 by City Clerk submitting a Notice of Claim from Society Insurance for alleged injuries to their insured Therese Weaver.

**MOTION TO FILE AND TRANSFER THE SUBMITTED CLAIM INFORMATION TO THE ATTORNEY'S OFFICE QUARTERLY REPORT**

Motion made by Dekker, Seconded by Perrella.

Voting Yea: Belanger, Boorse, Dekker, Heidemann, La Fave, Menzer, Mitchell, Perrella – 8.

15. R. C. No. 267-24-25 by Finance and Personnel Committee to whom was referred R. C. No. 254-23-24 by Finance and Personnel Committee to whom was referred R. O. No. 40-23-24 by City Clerk submitting a notice of claim from Gregory R. Robinson for alleged injuries from a fall.

**MOTION TO FILE AND TRANSFER THE SUBMITTED CLAIM INFORMATION TO THE ATTORNEY'S OFFICE QUARTERLY REPORT**

Motion made by Dekker, Seconded by Perrella.

Voting Yea: Belanger, Boorse, Dekker, Heidemann, La Fave, Menzer, Mitchell, Perrella – 8.

16. R. C. No. 268-24-25 by Finance and Personnel Committee to whom was referred R. C. No. 251-23-24 by Finance and Personnel Committee to whom was referred R. O. No. 9-23-24 by City Clerk submitting a Notice of Injury from Jacobs Injury Law, S.C. regarding alleged injuries to their client, Robert Autman.

**MOTION TO FILE AND TRANSFER THE SUBMITTED CLAIM INFORMATION TO THE ATTORNEY'S OFFICE QUARTERLY REPORT**

Motion made by Dekker, Seconded by Perrella.

Voting Yea: Belanger, Boorse, Dekker, Heidemann, La Fave, Menzer, Mitchell, Perrella – 8.

17. R. C. No. 269-24-25 by Finance and Personnel Committee to whom was referred R. C. No. 261-23-24 by Finance and Personnel Committee to whom was referred R. O. No. 103-23-24 by City Clerk submitting a Notice of Injury from Attorney Jordan P. Blad representing Douglas C. Diedrichs.

**MOTION TO FILE AND TRANSFER THE SUBMITTED CLAIM INFORMATION TO THE ATTORNEY'S OFFICE QUARTERLY REPORT**

Motion made by Dekker, Seconded by Perrella.

Voting Yea: Belanger, Boorse, Dekker, Heidemann, La Fave, Menzer, Mitchell, Perrella – 8.

18. R. C. No. 270-24-25 by Finance and Personnel Committee to whom was referred R. C. No. 263-23-24 by Finance and Personnel Committee to whom was referred R. O. No. 127-23-24 by City Clerk submitting a claim from Irma Reyes and Jorge Martinez for alleged injuries due to an accident.

**MOTION TO FILE AND TRANSFER THE SUBMITTED CLAIM INFORMATION TO THE ATTORNEY'S OFFICE QUARTERLY REPORT**

Motion made by Dekker, Seconded by Perrella.

Voting Yea: Belanger, Boorse, Dekker, Heidemann, La Fave, Menzer, Mitchell, Perrella – 8.

19. R. C. No. 272-24-25 by Finance and Personnel Committee to whom was referred R. O. No. 30-24-25 by City Clerk submitting a Notice of Injury by Attorney Jordan P. Blad for Phillip Link for alleged injuries that occurred on the Taylor Drive Multi-use Pathway.

MOTION TO FILE AND TRANSFER THE SUBMITTED CLAIM INFORMATION TO  
THE ATTORNEY'S OFFICE QUARTERLY REPORT

Motion made by Dekker, Seconded by Perrella.

Voting Yea: Belanger, Boorse, Dekker, Heidemann, La Fave, Menzer, Mitchell,  
Perrella – 8.

20. R. C. No. 274-24-25 by Finance and Personnel Committee to whom was referred R. O. No. 65-24-25 by City Clerk submitting a Notice of Claim from C. Norris Law Group in regards to alleged personal injuries and civil rights violations of Tommie Dixon.

MOTION TO FILE AND TRANSFER THE SUBMITTED CLAIM INFORMATION TO  
THE ATTORNEY'S OFFICE QUARTERLY REPORT

Motion made by Dekker, Seconded by Perrella.

Voting Yea: Belanger, Boorse, Dekker, Heidemann, La Fave, Menzer, Mitchell,  
Perrella – 8.

21. R. C. No. 275-24-25 by Finance and Personnel Committee to whom was referred R. O. No. 54-24-25 by City Clerk submitting a notice of claim from Nora Gerber for alleged injuries resulting from a fall on the boardwalk.

MOTION TO FILE AND TRANSFER THE SUBMITTED CLAIM INFORMATION TO  
THE ATTORNEY'S OFFICE QUARTERLY REPORT

Motion made by Dekker, Seconded by Perrella.

Voting Yea: Belanger, Boorse, Dekker, Heidemann, La Fave, Menzer, Mitchell,  
Perrella – 8.

22. R. C. No. 280-24-25 by Finance and Personnel Committee to whom was referred R. O. No. 107-24-25 by City Clerk submitting a Notice of Circumstances in the matter of Nathan Jackson, by his attorneys, Sperling Law offices LLC.

MOTION TO FILE AND TRANSFER THE SUBMITTED CLAIM INFORMATION TO  
THE ATTORNEY'S OFFICE QUARTERLY REPORT

Motion made by Dekker, Seconded by Perrella.

Voting Yea: Belanger, Boorse, Dekker, Heidemann, La Fave, Menzer, Mitchell,  
Perrella – 8.

23. R. C. No. 273-24-25 by Finance and Personnel Committee to whom was referred R. O. No. 42-24-25 by City Clerk submitting a Summons and Complaint in the matter of Shirley Winkleman vs. Sheboygan Police Department.

MOTION TO FILE

Motion made by Dekker, Seconded by Perrella.

Voting Yea: Belanger, Boorse, Dekker, Heidemann, La Fave, Menzer, Mitchell,  
Perrella – 8.

24. R. C. No. 279-24-25 by Finance and Personnel Committee to whom was referred R. O. No. 97-24-25 by City Clerk submitting a Summons and Complaint in the matter of Planet Home Lending, LLC. vs. Breanna Crump et al.

MOTION TO FILE

Motion made by Dekker, Seconded by Perrella.

Voting Yea: Belanger, Boorse, Dekker, Heidemann, La Fave, Menzer, Mitchell, Perrella – 8.

25. Res. No. 51-25-26 by Alderpersons Dekker, Rust, and Mitchell authorizing the filing of an application with the United States of America Department of Transportation and authorizing the executing of the contract pertaining to grants for calendar year 2026, under former Section 9 (USC 5307) of the Federal Transit Act of 1964, as amended.

**MOTION TO ADOPT THE RESOLUTION**

Motion made by Dekker, Seconded by Perrella.

Voting Yea: Belanger, Boorse, Dekker, Heidemann, La Fave, Menzer, Mitchell, Perrella – 8.

26. Res. No. 56-25-26 by Alderpersons Dekker and Rust authorizing the appropriate City officials to execute a First Amendment to Option and Land Lease relating to the operation of a wireless communications tower and related structures at the Wastewater Treatment Facility property located at 3333 Lakeshore Drive, Sheboygan, Wisconsin.

**MOTION TO ADOPT THE RESOLUTION**

Motion made by Dekker, Seconded by Perrella.

Voting Yea: Belanger, Boorse, Dekker, Heidemann, La Fave, Menzer, Mitchell, Perrella – 8.

27. Res. No. 63-25-26 by Alderpersons Dekker and Rust authorizing the appropriate City officials to enter into an Agreement with MSA Professional Services, Inc. for the completion of the Sheboygan Safe Streets and Roads for All (“SS4A”) Action Plan.

**MOTION TO ADOPT THE RESOLUTION**

Motion made by Dekker, Seconded by Perrella.

Voting Yea: Belanger, Boorse, Dekker, Heidemann, La Fave, Menzer, Mitchell, Perrella – 8.

28. Res. No. 62-25-26 by Alderpersons Rust and La Fave authorizing the appropriate City officials to execute an agreement with the Town of Sheboygan for the temporary use of their 2021 Polaris UTV and trailer to support the MidWest Powerboat P1 race event.

**MOTION TO ADOPT THE RESOLUTION**

Motion made by Dekker, Seconded by Perrella.

Voting Yea: Belanger, Boorse, Dekker, Heidemann, La Fave, Menzer, Mitchell, Perrella – 8.

29. Res. No. 55-25-26 by Alderpersons Mitchell and Perrella authorizing retaining outside legal counsel to represent the City in the matter of the Estate of Gertrude M. Florian.

**MOTION TO ADOPT THE RESOLUTION**

Motion made by Dekker, Seconded by Perrella.

Voting Yea: Belanger, Boorse, Dekker, Heidemann, La Fave, Menzer, Mitchell, Perrella – 8.



30. Res. No. 54-25-26 by Alderpersons Mitchell and Perrella authorizing entering into a non-binding Letter of Intent with KBC Advisors – Services, LLC regarding property located at the intersection of Stahl Road and South Taylor Drive.

**MOTION TO ADOPT THE RESOLUTION**

Motion made by Dekker, Seconded by Perrella.

Voting Yea: Belanger, Boorse, Dekker, Heidemann, La Fave, Menzer, Mitchell, Perrella – 8.

**RESOLUTIONS**

31. Res. No. 67-25-26 by Alderpersons Dekker and Perrella confirming the appointment of Quarles & Brady LLP as bond and disclosure counsel regarding the issuance of general obligation promissory notes, series 2025A and 2025B.

**SUSPEND THE RULES AND ADOPT THE RESOLUTION**

Motion made by Dekker, Seconded by Perrella.

Voting Yea: Belanger, Boorse, Dekker, Heidemann, La Fave, Menzer, Mitchell, Perrella – 8.

32. Res. No. 70-25-26 by Alderperson Dekker authorizing the City of Sheboygan Parking Utility to sell parcel nos. 59281106220 and 59281106225 to Above & Beyond Corporation.

**MOTION TO ADOPT RESOLUTION**

Motion made by Dekker, Seconded by Perrella.

Voting Yea: Belanger, Boorse, Dekker, Heidemann, La Fave, Menzer, Mitchell, Perrella -8 .

33. Res. No. 68-25-26 by Alderperson Close approving the General Development Plan and Specific Implementation Plan submitted by Abacus Architects, Inc. for construction of site additions for outdoor learning experiences at Visit Sheboygan located at parcel 59281110034 within a Planned Unit Development (PUD) zone.

**MOTION TO ADOPT THE RESOLUTION**

Motion made by Dekker, Seconded by Perrella.

Voting Yea: Belanger, Boorse, Dekker, Heidemann, La Fave, Menzer, Mitchell, Perrella – 8.

34. Res. No. 58-25-26 by Alderpersons Mitchell and Perrella authorizing entering into a First Amendment to Tax Incremental District Development Agreement with Luedke Apartments, LLC f/k/a Jakum Hall Apartments, LLC regarding the development of the property located at 2601 North 15th Street.

**MOTION TO ADOPT THE RESOLUTION**

Motion made by Mitchell, Seconded by Perrella.

Voting Yea: Belanger, Boorse, Dekker, Heidemann, La Fave, Menzer, Mitchell, Perrella – 8.

35. Res. No. 69-25-26 by Alderperson Close approving the amended Specific Implementation Plan submitted by Jake Buswell for construction of the Luedke Apartments on parcel nos. 59281718350 and 59281712930 within a Planned Unit Development (PUD) zone.

**MOTION TO ADOPT RESOLUTION**

Motion made by Dekker, Seconded by Perrella.

Voting Yea: Belanger, Boorse, Dekker, Heidemann, La Fave, Menzer, Mitchell, Perrella – 8.

36. Res. No. 53-25-26 by Alderpersons Mitchell and Perrella authorizing the purchase of approximately 78.06 acres of land in the Town of Wilson, identified as Parcel Numbers 59030458910 and 59030458900, from Clare A. Gartman.

**MOTION TO ADOPT THE RESOLUTION**

Motion made by Mitchell, Seconded by Perrella.

Voting Yea: Belanger, Boorse, Dekker, Heidemann, La Fave, Menzer, Mitchell, Perrella – 8.

37. Res. No. 57-25-26 by Alderpersons Mitchell and Perrella authorizing entering into a Tax Incremental District Development Agreement with Waterside Hospitality LLC for the development of the property located at North 8th Street and Ontario Avenue.

**MOTION TO ADOPT THE RESOLUTION**

Motion made by Mitchell, Seconded by Perrella.

Voting Yea: Belanger, Boorse, Dekker, Heidemann, La Fave, Menzer, Mitchell, Perrella – 8.

38. Res. No. 59-25-26 by Alderpersons Mitchell and Perrella authorizing the City Attorney Department to engage the services of special outside legal counsel to represent the Licensing, Hearings, and Public Safety Committee and Common Council with regard to an upcoming quasi-judicial hearing.

**MOTION TO ADOPT THE RESOLUTION**

Motion made by Mitchell, Seconded by Perrella.

Voting Yea: Belanger, Boorse, Dekker, Heidemann, La Fave, Menzer, Mitchell, Perrella – 8.

39. Direct Referral Res. No. 26-25-26 by Alderpersons Mitchell and Perrella authorizing entering into a Tax Incremental District Development Agreement with North Sixth Seventh, LLC for the development of the former Aurora Sheboygan Memorial Medical Center site located at 2629 North 7th Street.

**MOTION TO ADOPT THE RESOLUTION**

Motion made by Mitchell, Seconded by Dekker.

Voting Yea: Belanger, Dekker, Heidemann, La Fave, Menzer, Mitchell – 6.  
Voting Nay: Boorse, Perrella – 2.

40. Res. No. 65-25-26 by Alderpersons Mitchell and Perrella authorizing the Issuance and Establishing Parameters for the Sale of Not to Exceed \$2,305,000 Taxable General Obligation Promissory Notes, Series 2025B.

**MOTION TO ADOPT THE RESOLUTION**

Motion made by Mitchell, Seconded by Perrella.

Voting Yea: Belanger, Boorse, Dekker, Heidemann, La Fave, Menzer, Mitchell, Perrella – 8.

41. Res. No. 64-25-26 by Alderpersons Mitchell and Perrella authorizing the Issuance and Establishing Parameters for the Sale of Not to Exceed \$13,375,000 General Obligation Promissory Notes, Series 2025A.

**MOTION TO ADOPT THE RESOLUTION**

Motion made by Mitchell, Seconded by Perrella.

Voting Yea: Belanger, Boorse, Dekker, Heidemann, La Fave, Menzer, Mitchell, Perrella – 8.

42. Res. No. 60-25-26 by Alderpersons Dekker and Rust authorizing and directing the Chief of Police to temporarily close certain streets, to prohibit parking, and to close boat ramps within the Harbor Centre Marina in support of the 2025 Midwest Powerboat P1 Race Event August 7-10, 2025.

**MOTION TO ADOPT THE RESOLUTION**

Motion made by Dekker, Seconded by Perrella.

Voting Yea: Belanger, Boorse, Dekker, Heidemann, La Fave, Menzer, Mitchell, Perrella – 8.

43. Res. No. 61-25-26 by Alderpersons Dekker and Rust authorizing the appropriate City officials to enter into a State/Municipal Agreement with the State of Wisconsin Department of Transportation for the Carbon Reduction Program project, New Jersey Avenue Trail (South Taylor Drive to Riverpark Road).

**MOTION TO ADOPT THE SUBSTITUTE RESOLUTION**

Motion made by Dekker, Seconded by Perrella.

Voting Yea: Belanger, Boorse, Dekker, Heidemann, La Fave, Menzer, Mitchell, Perrella – 8.

44. Res. No. 66-25-26 by Alderperson Close approving the final plat of the Northern Lights Subdivision located on North Avenue between North 6th Street and North 7th Street.

**MOTION TO ADOPT THE RESOLUTION**

Motion made by Belanger, Seconded by Dekker.

Voting Yea: Belanger, Dekker, Heidemann, La Fave, Menzer, Mitchell – 6.

Voting Nay: Boorse, Perrella – 2.

**GENERAL ORDINANCES**

45. Gen. Ord. No. 10-25-26 by Alderpersons Mitchell and Perrella creating section 2-3 of the Sheboygan Municipal Code so as to establish a Nondiscrimination Ordinance.

**MOTION TO ADOPT THE ORDINANCE**

Motion made by Mitchell, Seconded by Dekker.

Voting Yea: Belanger, Boorse, Dekker, Heidemann, La Fave, Menzer, Mitchell, Perrella – 8.

**OTHER MATTERS AUTHORIZED BY LAW – None**

**TENTATIVE DATE OF NEXT REGULAR MEETING**

46. Next Regular Meeting Date: August 4, 2025

**ADJOURN MEETING**

47. Motion to Adjourn

MOTION TO ADJOURN AT 6:40 PM

Motion made by Dekker, Seconded by Perrella.

Voting Yea: Belanger, Boorse, Dekker, Heidemann, La Fave, Menzer, Mitchell, Perrella – 8.



July 16th 2025

TO THE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointments for your confirmation:

- Alder Susie Boorse to be considered for appointment to the Historic Preservation Board (Alder Rep)
- Tou Bee Lee to be considered for appointment to the Parks, Forestry, and Marina Commission

A handwritten signature in black ink, appearing to read "Ryan Sorenson".

Ryan Sorenson  
Mayor  
City of Sheboygan

**Office of the Mayor**

CITY HALL  
828 CENTER AVE.  
SHEBOYGAN, WI 53081

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

**CITY OF SHEBOYGAN  
REPORT 5-25-26**

**BY SHEBOYGAN WATER UTILITY  
BOARD OF WATER COMMISSIONERS**

**JULY 21, 2025.**

We, hereby, submit the Board of Water Commissioners' Report on the Water Utility for the second quarter of 2025.

The water pumpage decreased 1.75% from the same period in 2024. 1,038,004,000 gallons were pumped in the second quarter 2025, compared to 1,056,461,000 in 2024.

Year to date Operating Revenue at the end of the second quarter 2025 increased by \$766,211 compared to year to date 2024. The net income for the Utility, as of the end of June, 2025 is \$1,944,774. Details are shown on the attached Income Statement and Balance Sheet.

Construction-Maintenance:

Construction-maintenance work by the Water Utility during the second quarter of 2025:

|   |        |
|---|--------|
| Number of feet of 4 inch water main installed .....   | 0.0    |
| Number of feet of 6 inch hydrant lead installed .....   | 119.0  |
| Number of feet of 6 inch water main installed .....   | 0.0    |
| Number of feet of 8 inch water main installed .....   | 3285.9 |
| Number of feet of 10 inch water main installed .....  | 0.0    |
| Number of feet of 12 inch water main installed .....  | 0.0    |
| Number of feet of 16 inch water main installed .....  | 0.0    |
| Number of feet of 20 inch water main installed .....  | 0.0    |
| Number of feet of 24 inch water main installed .....  | 0.0    |
| Number of feet of water main abandoned or removed....   | 4898.0 |
| Number of water main breaks repaired .....  | 1      |
| Number of fire hydrants installed, replaced,<br>relocated, removed, flushed, or major repairs made..... | 29     |
| Number of water main valves installed, repaired,<br>removed, or replaced .....                          | 106    |
| Number of water service connections installed .....   | 3      |

Details are shown on the attached spreadsheets.

Other Utility Business:

The Utility initiated lead service line replacement projects on N. 6th and N. 7th Street in vicinity of the old Memorial Hospital.

Water main replacement was also completed in N. 7th Street and on N. 25th Street.

Planning continued for a water main crossing the Sheboygan River near the former Garton Toy site.

The Utility also completed customer notification regarding lead service lines as required by US EPA.

In addition, the Utility applied for ongoing lead service line funding, including grant funding up to 100%, through the WDNR safe drinking water loan program.

Attachments -   Distribution System Quarterly Report  
                          Plant Operations Quarterly Report  
                          Balance Sheet  
                          Income Statement



**Sheboygan Water Utility**  
**Quarterly Financial Statement - June 30, 2025**  
**Balance Sheet Including Net Income**

| <u>Account #</u>   | <u>Debit Balance</u> | <u>Credit Balance</u> |
|--|----------------------|-----------------------|
| Utility Plant in Service                                       | 126,219,202          |                       |
| 107 Construction Work in Progress                              | 1,332,313            |                       |
| 111 Accumulated Provision for Depreciation of Utility Plant    |                      | 33,243,688            |
| 125 Bond Redemption Fund                                       | 534,909              |                       |
| 129 Appropriated Funds Invested for Plant Expansion & Payables |                      |                       |
| 130 Other Special Funds - Deferred Outflow Pension             | 2,388,326            |                       |
| 135 Working Funds  | 750                  |                       |
| 136 Temporary Cash Investments                                 | 9,893,346            |                       |
| 142 Customer Accounts Receivable                               | 1,825,394            |                       |
| 143 Grant Receivable & Other Accounts Receivable               | 703,086              |                       |
| 145 Receivables from Municipality                              | 213,558              |                       |
| 154 Materials and Supplies                                     | 386,114              |                       |
| 165 Prepayments  | 15,501               |                       |
| 200 Capital Paid in by Municipality                            |                      | 1,640,701             |
| 216 Unappropriated Earned Surplus                              |                      | 61,710,077            |
| 221 Long Term Debt Bonds                                       |                      | 40,408,086            |
| 223 Advances from Municipality                                 |                      | 49,982                |
| 235 Customer Deposits  |                      | (1,342)               |
| 236 Taxes Accrued  |                      | 1,163,605             |
| 237 Interest Payable on Bonds                                  |                      | 190,366               |
| 242 Misc. Current & Accrued Liab                               |                      | 71,618                |
| 251 Bond Premium   |                      | 85,818                |
| 252 Unearned Revenue   |                      | 0                     |
| 265 Accrued Employee Benefits                                  |                      | 765,825               |
| 280 Net Pension Liability                                      |                      | 652,443               |
| 285 Deferred Inflow - Pension                                  |                      | 1,586,860             |
| Utility Net Income   |                      | 1,944,774             |
|  | <u>143,512,499</u>   | <u>143,512,499</u>    |





**Sheboygan Water Utility**  
**Sheboygan, Wisconsin**  
**Income Statement - June 30, 2025**

| <u>Account #</u> | <u>Utility Operating Income</u>   | 1-Jan-25<br>to<br>30-Jun-25 | 1-Jan-24<br>to<br>30-Jun-24 | Increase<br>or<br>(Decrease) |
|------------------|-----------------------------------|-----------------------------|-----------------------------|------------------------------|
| 400              | Sales Revenue                     | 5,670,082                   | 4,912,122                   | 757,960                      |
| 474              | Other Water Revenue               | 30,336                      | 22,085                      | 8,251                        |
|                  | <b>Total Operating Revenue</b>    | <b>5,700,418</b>            | <b>4,934,207</b>            | <b>766,211</b>               |
| 401              | Operating Expenses                | 2,315,689                   | 2,232,048                   | 83,642                       |
| 402              | Maintenance Expenses              | 568,501                     | 427,506                     | 140,995                      |
| 403              | Depreciation Expenses             | 1,387,252                   | 768,437                     | 618,815                      |
| 402              | Taxes                             | 591,859                     | 528,210                     | 63,649                       |
|                  | <b>Total Operating Expenses</b>   | <b>4,863,301</b>            | <b>3,956,199</b>            | <b>907,102</b>               |
|                  | <b>Utility Operating Income</b>   | <b>837,117</b>              | <b>978,008</b>              | <b>(140,891)</b>             |
|                  | <u>Other Income &amp; Expense</u> |                             |                             |                              |
| 415              | Non-operating Grant Revenue       | 1,541,054                   | -                           | 1,541,054                    |
| 416              | Non-operating Grant Expense       | (24,136)                    | -                           | (24,136)                     |
| 419              | Interest Earned on Investments    | 66,640                      | 88,068                      | (21,428)                     |
| 421              | Contributions                     | -                           | -                           | 0                            |
| 425              | Misc Amortization                 | -                           | -                           | 0                            |
| 427              | Bond Interest Expense             | (490,582)                   | (331,402)                   | (159,180)                    |
| 428              | Other Expense                     | -                           | -                           | 0                            |
| 429              | Bond Premium                      | 14,681                      | 16,436                      | (1,756)                      |
|                  | <b>Net Income</b>                 | <b>1,944,774</b>            | <b>751,110</b>              | <b>1,193,664</b>             |

| HIGH LIFT DELIVERY      QUARTERLY REPORT      2025 |                     |                 |                 |          |
|--|---------------------|-----------------|-----------------|----------|
| I. FIRST QUARTER                                   |                     | Jan - Feb - Mar |                 |          |
|  |                     | GALLONS         | COST \$         | \$/MG    |
|  | 2024                | 995,348,000     | \$277,403.58    | \$278.70 |
|  | 2025                | 975,288,000     | \$258,915.95    | \$265.48 |
|  | Percent Difference  | -2.02%          | -6.66%          | -4.74%   |
| II. SECOND QUARTER                                 |                     | Apr - May - Jun |                 |          |
|  |                     | GALLONS         | COST \$         | \$/MG    |
|  | 2024                | 1,056,461,000   | \$255,333.07    | \$241.69 |
|  | 2025                | 1,038,004,000   | \$258,193.25    | \$248.74 |
|  | Percent Difference  | -1.75%          | 1.12%           | 2.92%    |
| III. THIRD QUARTER                                 |                     | Jul - Aug - Sep |                 |          |
|  |                     | GALLONS         | COST \$         | \$/MG    |
|  | 2024                | 1,181,589,000   | \$298,727.24    | \$252.82 |
|  | 2025                | 0               | \$0.00          | #DIV/0!  |
|  | Percent Difference  | -100.00%        | -100.00%        | #DIV/0!  |
| IV. FOURTH QUARTER                                 |                     | Oct - Nov - Dec |                 |          |
|  |                     | GALLONS         | COST \$         | \$/MG    |
|  | 2024                | 1,021,123,000   | \$241,257.98    | \$236.27 |
|  | 2025                | 0               | \$0.00          | #DIV/0!  |
|  | Percent Difference  | -100.00%        | -100.00%        | #DIV/0!  |
| YEAR TO DATE : 2025                                |                     |                 |                 |          |
| ELECTRICITY<br>CHEMICALS<br>NATURAL GAS            |                     | GALLONS         | COST \$         | \$/MG    |
|  | 2024                | 4,254,521,000   | \$1,072,721.87  | \$252.14 |
|  | 2025                | 2,013,292,000   | \$517,109.20    | \$256.85 |
|  | Percent Difference  | -52.68%         | -51.79%         | 1.87%    |
| YEAR TO DATE : 2025                                |                     |                 |                 |          |
| SLUDGE DISPOSAL to WWTP                            |                     | GALLONS         | COST \$         |          |
|  | 2024                | 3,076,074       | \$27,281.90     |          |
|  | 2025                | 1,668,942       | \$11,804.95     |          |
|  | Percent Difference  | -45.74%         | -56.73%         |          |
| STORM WATER CHARGES                                |                     | 2025            | NA              | \$0.00   |
| HIGH LIFT SYSTEM DELIVERY :                        |                     |                 |                 |          |
|  | Maximum Pumpage Day | 14,972,000      | June 17, 2025   |          |
|  | Minimum Pumpage Day | 8,295,000       | January 1, 2025 |          |

|      | MG            | \$             | \$/MG    |
|------|---------------|----------------|----------|
| 2024 | 4,254,521,000 | \$1,072,721.87 | \$252.14 |
| 2025 | 2,013,292,000 | \$517,109.20   | \$256.85 |

**NOTE:** Monthly sludge disposal costs do not reflect the current actual monthly sludge discharge total to date.  
Filtrate discharges from Spring/Fall sludge disposal operations are included in 2024 treatment plant sludge disposal costs.  
Spring/Fall basin sludge/residual solids volumes and disposal costs are contract work.  
Sludge disposal costs are not included in \$/MG.



### Distribution System -- 2nd Quarter - April, May, and June 2025

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

| Location   | Date Installed | Size ("), Jt | Installed By    | Type |
|--|----------------|--------------|-----------------|------|
| N. 6th St. at Clifton Ave. (S)                   | 6/4/2025       | 6"           | SWU             | Gate |
| N. 25th St. 60' N of Superior Ave.               | 5/19/2025      | 6"           | Buteyn-Peterson | Gate |
| N. 25th St. 400' N of Superior Ave.              | 5/23/2025      | 6"           | Buteyn-Peterson | Gate |
| N. 25th St. midblock btw Superior & Saemann Ave. | 5/27/2025      | 8"           | Buteyn-Peterson | Gate |
| N. 25th St. ~420' S of Saemann Ave.              | 5/29/2025      | 6"           | Buteyn-Peterson | Gate |
| N. 25th St at Saemann Ave (SW)                   | 5/30/2025      | 6"           | Buteyn-Peterson | Gate |
| Saemann Ave. at N. 25th Sr. (W)                  | 6/20/2025      | 8"           | Buteyn-Peterson | Gate |
| Saemann Ave. at N. 25th St. (E)                  | 6/20/2025      | 8"           | Buteyn-Peterson | Gate |
| N. 25th St. at Saemann Ave. (N)                  | 6/20/2025      | 8"           | Buteyn-Peterson | Gate |
| N. 25th St. 394' N of Saemann Ave. (W)           | 6/20/2025      | 6"           | Buteyn-Peterson | Gate |
| N. 25th St. ~400' N of Saemann Ave.              | 6/20/2025      | 8"           | Buteyn-Peterson | Gate |
| N. 25th St. at Cleveland Ave. (W)                | 6/20/2025      | 6"           | Buteyn-Peterson | Gate |
| N. 25th St. at Cleveland Ave. (N)                | 6/20/2025      | 8"           | Buteyn-Peterson | Gate |
| Cleveland Ave. at N. 25th St. (E)                | 6/23/2025      | 8"           | Buteyn-Peterson | Gate |
| Cleveland Ave. & N. 22nd St. (W)                 | 6/19/2025      | 6"           | SWU             | Gate |
| N. 7th St. at North Ave.                         | 6/9/2025       | 8"           | SWU             | Gate |
| N. 7th St. at North Ave. (S)                     | 6/10/2025      | 6"           | SWU             | Gate |
| N. 7th St. ~530' S of North Ave. (W)             | 6/23/2025      | 6"           | SWU             | Gate |
| N. 7th St. ~510' N of Bell Ave (W)               | 6/25/2025      | 6"           | SWU             | Gate |
| N. 7th St. ~500' N of Bell Ave.                  | 6/25/2025      | 8"           | SWU             | Gate |

Total Valves Installed = 20

#### Street Valves and Hydrant Valves Removed

| Location   | Installed | Abandoned | Type |
|--|-----------|-----------|------|
| Cleveland Ave. at N. 22nd St. (W)                |           | 6/19/2025 | Gate |
| N. 7th St., ~434' N. of Bell Ave. (S of hyd tee) | 7/18/2007 | 6/18/2025 | Gate |
| N. 7th St., ~440' N. of Bell Ave.                | 7/18/2007 | 6/18/2025 | Gate |
| N. 7th St., ~450' S. of North Ave. (E)           | 9/4/2007  | 6/18/2025 | Gate |
| N. 6th St. at Clifton Ave. (S)                   | 11/9/1917 | 6/4/2025  | Gate |

Total Valves Removed = 5

#### Street Valves and Hydrant Valves Abandoned

| Location                                     | Installed  | Abandoned |
|--|------------|-----------|
| Saemann Ave. at N. 25th St. (E)              | 11/12/1956 | 6/30/2025 |
| N. 25th St. at Superior Ave. (NE) to 4" main |            | 6/23/2025 |
| Cleveland Ave. at N. 25th St. (E)            | 7/28/1957  | 6/23/2025 |
| N. 25th St. at Cleveland Ave. (S)            | 7/28/1957  | 6/23/2025 |
| N. 25th St. at Saemann Ave. (SE)             |            | 6/20/2025 |
| N. 25th St. at Saemann Ave. (N)              | 7/28/1957  | 6/20/2025 |
| N. 25th St. at Saemann Ave. (S)              |            | 6/20/2025 |
| N. 25th St. 790' S. of Saemann Ave. (midblk) | 8/4/1958   | 6/19/2025 |
| N. 7th St. at North Ave. (S)                 | 12/30/1926 | 6/9/2025  |

Total Valves Abandoned = 9


**Street Valves and Hydrant Valves Maintained**

| Location | Maintained | Size | By |
|----------|------------|------|----|
|----------|------------|------|----|

Total Valves Maintained = 0

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

| Location                                | Installed | Tr Size | Valve | By              |
|---|-----------|---------|-------|-----------------|
| N. 7th St. ~510' N of Bell Ave. (W)     | 6/25/2025 | 7'      | Yes   | SWU             |
| N. 7th St. ~530' S of North Ave. (W)    | 6/23/2025 | 7'      | Yes   | SWU             |
| N. 25th St. at Cleveland Ave. (W)       | 6/20/2025 | 7'      | Yes   | Buteyn-Peterson |
| N. 25th St. 394' N of Saemann Ave.      | 6/3/2025  | 7'      | Yes   | Buteyn-Peterson |
| S. 7th St. at Mead Ave. (NW)            | 6/19/2025 | 7'      | No    | SWU             |
| N. 25th St at Saemann Ave (SW)          | 5/27/2025 | 7'      | Yes   | Buteyn-Peterson |
| N. 25th St. ~420' S of Saemann Ave. (W) | 5/23/2025 | 7'      | Yes   | Buteyn-Peterson |
| N. 25th St 400' N of Superior Ave. (W)  | 5/21/2025 | 7'      | Yes   | Buteyn-Peterson |
| N. 7th St. at North Ave. (SW)           | 6/9/2025  | 7'      | Yes   | SWU             |
| N. 25th St. at Superior Ave. (NW)       | 5/19/2025 | 7'      | Yes   | Buteyn-Peterson |
| N. 6th St. at Clement Ave. (NE)         | 6/3/2025  | 6'      | No    | SWU             |
| N. 6th St. at Blackstock Ave. (NE)      | 6/3/2025  | 6'      | No    | SWU             |
| Elm Ave. at S. 19th St. (NE)            | 5/13/2025 | 6'6"    | No    | SWU             |
| Arizona Ave. @ S. 19th St.              | 4/15/2025 | 6'      | No    | SWU             |

Total Hydrants Installed = 14

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

| Location                                       | Installed  | Removed   | Hyd Valve? |
|--|------------|-----------|------------|
| N. 7th St., ~450' S. of North Ave. (in median) | 9/5/2007   | 6/18/2025 | Yes        |
| N. 7th St. at North Ave. (SW)                  | 7/20/2007  | 6/9/2025  | No         |
| N. 7th St., ~440' N. of Bell Ave. (W)          | 7/19/2007  | 6/25/2025 | Yes        |
| N. 25th St. at Saemann Ave. (SE)               | 9/1/1972   | 6/20/2025 | No         |
| N. 25th St. at Superior Ave. (NE)              | 8/1/1972   | 6/23/2025 | No         |
| N. 6th St. at Clement Ave. (NE)                | 9/1/1969   | 6/3/2025  | No         |
| N. 25th St. at vacated Sheridan Ave. (W)       | 8/1/1958   | 6/19/2025 | No         |
| Cleveland Ave. at N. 25th St. (NE)             | 7/1/1957   | 6/23/2025 | No         |
| N. 25th St. 400' N. of Saemann Ave. (W)        | 7/1/1957   | 6/20/2025 | No         |
| Arizona Ave. at S. 19th St. (NE)               | 1/15/1953  | 4/15/2025 | No         |
| N. 6th St. at Blackstock Ave. (NE)             | 11/13/1931 | 6/3/2025  | No         |
| S. 7th St. at Mead Ave. (NW)                   | 11/23/1917 | 6/19/2025 | No         |

Total Hydrants Removed = 12

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

| Location | Installed | Abandoned | Tr Size | Hyd Valve? |
|----------|-----------|-----------|---------|------------|
|----------|-----------|-----------|---------|------------|

Total Hydrants Abandoned = 0

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

| Location  | Installed  | Maintained |
|---|------------|------------|
| Weeden Creek Rd. 497' E. of cl of Moenning Rd. (N)  | 10/27/1989 | 5/8/2025   |
| Weeden Creek Rd. 1087' W. of cl of Idlewild Ln. (N) | 10/26/1989 | 5/8/2025   |
| Praireview Rd. at Weeden Creek Rd. (NE)             | 10/13/1989 | 5/29/2025  |

Total Hydrants Maintained/Moved = 3

**Water Main Breaks**

| Location                               | Date      | Size |
|--|-----------|------|
| 2603 S 18th St.                        | 4/6/2025  | 12"  |
| N 25th Street, north of Saemann Avenue | 5/26/2025 | 6"   |

Number of Water Main Breaks=2

**SUMMARY**

|   |         |            |
|---|---------|------------|
| Number of feet of 4 inch water main installed     | 0.0     | water main |
| Number of feet of 6 inch hydrant lead installed   | 119.0   |            |
| Number of feet of 6 inch water main installed     | 0.0     |            |
| Number of feet of 8 inch water main installed     | 3285.9  |            |
| Number of feet of 12 inch water main installed    | 0.0     |            |
| Number of feet of 16 inch water main installed    | 0.0     |            |
| Number of feet of 20 inch water main installed    | 0.0     |            |
| Number of feet of 24 inch water main installed    | 0.0     |            |
| Number of feet of water main abandoned or removed | 4,898.0 |            |
| Number of water main breaks repaired              | 1       |            |
| Number of hydrants installed                      | 14      | hydrants   |
| Number of hydrants removed or abandoned           | 12      |            |
| Number of hydrants maintained or moved            | 3       |            |
| Number of street valves installed                 | 11      | valves     |
| Number of hydrant valves installed                | 9       |            |
| Number of street valves removed or abandoned      | 14      |            |
| Number of hydrant valves removed or abandoned     | 0       |            |
| Number of valves maintained                       | 72      |            |
| Number of water connections installed             | 3       |            |



## WATER MAIN AND APPURTENANCES INSTALLATION -- 2nd Quarter -April, May, & June 2025

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

| Location: 8" Water Main | Installed | New Valves | New Hyd. | New Hyd Valves | Aband. Valves | Aband. Hyd. | Remove Hyd. | Size " | Feet Installed | Hyd Lead   | Size Aband. | Feet. Aband. | Feet. Rem. | By              |
|-------------------------|-----------|------------|----------|----------------|---------------|-------------|-------------|--------|----------------|------------|-------------|--------------|------------|-----------------|
| N 25th St               | Jun-25    | 5          | 5        | 5              | 6             | 0           | 4           | 8"     | 2193.29        | 65         | 4",6"       | 3510         |            | Buteyn-Peterson |
| Saemann Ave             | Jun-25    | 2          | 0        | 0              | 1             | 0           | 1           | 8"     | 83.89          | 0.0        | 6"          | 82           |            | Buteyn-Peterson |
| Cleveland Ave           | Jun-25    | 0          | 0        | 0              | 1             | 0           | 1           | 8"     | 87.48          | 0          | 6"          | 77           |            | Buteyn-Peterson |
| N 7th St                | Jun-25    | 2          | 3        | 3              | 4             | 0           | 3           | 8"     | 921.23         | 54         | 6"          | 1229         |            | SWU             |
| <b>Totals:</b>          |           | <b>9</b>   | <b>8</b> | <b>8</b>       | <b>12</b>     | <b>0</b>    | <b>9</b>    |        | <b>3285.89</b> | <b>119</b> |             | <b>4898</b>  |            |                 |

**CITY OF SHEBOYGAN  
REPORT 6-25-26**

**BY FIRE CHIEF ERIC MONTELLANO.**

**JULY 29, 2025.**

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 April 1, 2025 and ending June 30, 2025.

**2025 SECOND QUARTER REPORT**

|  | 2023<br>EOY   | 2024<br>EOY   | 2024<br>YTD   | 2025<br>YTD   |
|--|---------------|---------------|---------------|---------------|
| <b><u>Incident Types</u></b>             |               |               |               |               |
| Fires                                    | 87            | 80            | 36            | 36            |
| Rescue & EMS                             | 5,147         | 5,533         | 2,619         | 2,899         |
| Non-Fires                                | 1,409         | 1,465         | 715           | 770           |
| <b>TOTAL</b>                             | <b>6,643</b>  | <b>7,078</b>  | <b>3,370</b>  | <b>3,705</b>  |
| <b><u>Incident Count Per Station</u></b> |               |               |               |               |
| Station 1                                | 2,032         | 2,161         | 1,051         | 1,151         |
| Station 2                                | 1,169         | 1,209         | 596           | 604           |
| Station 3                                | 1,652         | 1,824         | 818           | 920           |
| Station 4                                | 1,086         | 1,000         | 504           | 576           |
| Station 5                                | 556           | 640           | 315           | 335           |
| Mutual Aid Given                         | 85            | 76            | 41            | 44            |
| Mutual Aid Received                      | 56            | 22            | 13            | 4             |
| Overlapping Calls (Percent)              | 63%           | 70%           | 75%           | 83%           |
| Overlapping Calls (Count)                | 4,215         | 4,938         | 2,532         | 3,073         |
| <b><u>Fire Loss</u></b>                  |               |               |               |               |
| Incidents                                | 60            | 67            | 32            | 25            |
| Pre Incident Value                       | \$ 59,645,278 | \$ 71,492,085 | \$ 49,314,330 | \$ 10,376,900 |
| Property Loss                            | \$ 745,460    | \$ 322,395    | \$ 184,160    | \$ 198,260    |
| Content Loss                             | \$ 205,730    | \$ 87,070     | \$ 52,910     | \$ 83,350     |
| Total Loss                               | \$ 951,190    | \$ 409,465    | \$ 237,070    | \$ 281,610    |
| Average Loss                             | \$ 15,853     | \$ 6,111      | \$ 7,408      | \$ 11,264     |
| Property Saved                           | \$ 58,694,088 | \$ 71,082,620 | \$ 49,077,260 | \$ 10,178,640 |
| <b><u>Workload</u></b>                   |               |               |               |               |
| Inspections                              | 2,556         | 2,358         | 214           | 2,110         |
| School Safety Programs (Students)        | 3,118         | 3,090         | 0             | 0             |
| Public Events                            | 105           | 112           | 39            | 30            |
| Station Tours                            | 16            | 42            | 15            | 6             |
| Installed Smoke Alarms                   | 79            | 96            | 33            | 14            |
| Fire Training Hours                      | 17,060        | 17,548        | 6,857         | 10,021        |
| EMS Training Hours                       | 2,333         | 2,724         | 1,850         | 1,533         |
| Investigations                           | 78            | 75            | 34            | 25            |
| <b><u>Effectiveness</u></b>              |               |               |               |               |
| ISO Rating                               | 2             | 2             | 2             | 2             |

**CITY OF SHEBOYGAN  
REPORT 7-25-26**

**BY CITY CLERK.**

**JULY 29, 2025.**

Submitting various license applications.

**CHANGE OF AGENT**

Melonie Kujawski-Pfeifer is replacing Jamie Jeanty as agent effective immediately for Sheboygan Elks Lodge #299 located at 1943 Erie Avenue.

**CHANGE OF PREMISE**

| <u>No.</u> | <u>Name</u>        | <u>Address</u>   |
|------------|--------------------|--|
| 2805       | Blue Harbor Resort | 725 Blue Harbor Drive – Change of premise August 8-10, 2025 to include South Pier City/RDA park at north end of resort with the DORA. Tent A is VIP access only to P1 ticketholders, adjacent to Peninsula Room Terrace entrance of Resort. Tent B is public service at entrance to Conference Center of resort at Salon B between doors 27 and 7. |

**“CLASS B” LIQUOR LICENSE (June 30, 2026)(NEW)**

| <u>No.</u> | <u>Name</u>  | <u>Address</u>                 |
|------------|--|--------------------------------|
| 3672       | Spices of the East LLC<br>(The Spices Restaurant & Bar Downtown) | 1132 N. 8 <sup>th</sup> Street |
| 3745       | Sheboygan Downtown Supper Club LLC<br>(Rupp’s Downtown)          | 925 N. 8 <sup>th</sup> Street  |

**RESERVE “CLASS B” LIQUOR LICENSE (June 30, 2026)(NEW)**

| <u>No.</u> | <u>Name</u>   | <u>Address</u>                  |
|------------|---|---------------------------------|
| 3691       | Ambarsariya Bar & Grill Inc.<br>(Ambarsariya Bar & Grill) | 2921 N. 15 <sup>th</sup> Street |

NOTE: All licenses are recommended to be granted subject to approvals, inspections, insurance, payment of license fees and meeting State Statute requirements and Sheboygan Municipal Code.



**CITY OF SHEBOYGAN  
REPORT 8-25-26**

**BY DIRECTOR OF HUMAN RESOURCES & LABOR RELATIONS KELLY HENDEE.**

**JULY 28, 2025.**

Submitting the exit interview summary for the City of Sheboygan for Quarter 2 of 2025.

# Exit Interview Summary

## Quarter 2, 2025

### City of Sheboygan – Human Resources



**Exit Interview Summary**

For 2025, no changes were made to the exit interview questionnaire so that the data we collect this year can be easily compared to 2024's data. Exit interviews and proper notice are still required for non-represented employees to have their PTO banks paid out.

**Second Quarter Information**

Full-time and part-time position only (excludes, Interns, LTEs, Temps, Seasonals):

| Termination Type         | Number of Employees Terminated |
|--------------------------|--------------------------------|
| Retirements              | 4                              |
| Resignations             | 11                             |
| Involuntary Terminations | 3                              |
| TOTAL                    | 18                             |

*Quarter 2 Full Time Turnover Rate: 4.03% (based on 397 full time positions)*

We saw less retirements this quarter compared to quarter one which is inline with what we were expecting. However, we saw more resignations this quarter than compared to last quarter. Involuntary termination are at about the same with 2 last quarter and 3 for this quarter.

For Quarter 2 (4/1/2025 - 6/30/2025) there were seven exit interviews conducted. Interviewees included 6 Non-Represented Employees and 1 Represented Employee.

| Statement  | Strongly Agree | Agree | Neutral | Disagree | Strongly Disagree |
|--|----------------|-------|---------|----------|-------------------|
| I believe I was fairly compensated for the work I performed.   | 4              | 3     |         |          |                   |
| Overall, I am pleased with the City of Sheboygan's benefit plans and offerings.  | 3              | 3     | 1       |          |                   |
| My job duties were what I thought they would be when I was hired by the City.  | 4              | 1     |         | 2        |                   |
| There were no obstacles, policies, or procedures that made my job difficult to perform.                                      | 2              | 5     |         |          |                   |
| My supervisor is knowledgeable and well versed in their content area.  | 4              | 3     |         |          |                   |
| My supervisor supports and empowers the people they supervise.   | 4              | 3     |         |          |                   |
| I felt connected to the City as a City of Sheboygan employee; my department did not feel separate from the rest of the City. | 1              | 3     | 2       | 1        |                   |

#### Reasons for leaving:

- Retirement (3)
- Career advancement opportunities (3)
- Better compensation
- Relocation
- Type of work (2)
- Social services aspect of the job became overwhelming

#### Negative Experiences to Note:

- "Mead felt like an island, isolated from other city branches."
- "Many attempts at being called into work while on scheduled vacation or personal days off."
- "During my first few years at Mead I had a very controlling, terrible supervisor. She did not encourage open communication among myself and co-workers. The department needed to be silent at all times and all communication had to go through her."

#### Positive Experiences to Note:

- “Receiving a letter of appreciation from Chief Domagalski by recommendation of the District Attorney’s Office”
- “Every co-worker I had worked with was very open and welcoming. A very good team at the city all the way around”
- “Stellar management, excellent co-workers, supportive atmosphere. EMS crew was always top notch”
- “I was able to try all the things I wanted to in police work.”
- “Working with a bunch of dedicated, Knowledgeable, and kind people.”

### **HR Feedback:**

Looking at the exit interview information, we see that many employees indicated they were leaving for other employers that offered work more in line with what they want to do, and for career advancement opportunities. Similar responses popped up in previous quarters as well. HR is currently in the process of a job description “audit” to ensure that job descriptions accurately reflect the duties and responsibilities an individual would be performing in their role. This will also be crucial for recruiting; accurate job descriptions will ensure that what candidates apply for is actually the work they would be performing in the position. With updated job descriptions in place, the HR department will gain a better understanding of the work each department performs, and the structure of each department. With this knowledge, we will be equipped to begin looking into succession planning, policy, and procedures. We are hopeful that having a formalized succession process in place will foster career advancement opportunity.

With respect to employees' overall sense of connectedness to the City as a whole, we do see some improvement in responses for quarter 2. Since January 2025, the HR department has been choosing a department each month to surprise with a recognition and appreciation treat. The HR team has received wonderful feedback from various departments that the small gesture really helps them to feel appreciated and thought of. Additionally, the HR department continues to develop a safety committee (WASP) and wellness committee (Wellness Warriors). These committees consist of employees from various departments coming together monthly working toward common goals, sharing their personal experiences, and coming up with ways to make the City a healthier and safer environment to work for.

### **Combined Q1 and Q2 at a Glance**

Year to date, 16 exit interviews were conducted. Interviewees included 12 Non-Represented Employees and 4 Represented Employees.

| Statement  | Strongly Agree | Agree | Neutral | Disagree | Strongly Disagree |
|--|----------------|-------|---------|----------|-------------------|
| I believe I was fairly compensated for the work I performed.   | 6              | 9     |         | 1        |                   |
| Overall, I am pleased with the City of Sheboygan's benefit plans and offerings.  | 6              | 8     | 2       |          |                   |
| My job duties were what I thought they would be when I was hired by the City.  | 6              | 6     |         | 4        |                   |
| There were no obstacles, policies, or procedures that made my job difficult to perform.                                      | 3              | 9     | 1       | 3        |                   |
| My supervisor is knowledgeable and well versed in their content area.  | 7              | 6     | 2.5     | 0.5      |                   |
| My supervisor supports and empowers the people they supervise.   | 8              | 7     | 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. | 3              | 6     | 3       | 3        | 1                 |

#### Reasons for leaving:

- Retirement (8)
- Career advancement opportunities (4)
- Paid training for skill development
- Better compensation (2)
- Relocation
- Type of work/work that aligns better with what I want to do (3)
- Social services aspect of the job became overwhelming
- Better flexibility
- Personal

#### Turnover Information

Full time turnover data excludes Part-time, Interns, LTEs, Temps, Elected Officials, and Seasonal employees.

| Turnover Period         | Turn Over Rate |
|-------------------------|----------------|
| 2025 Q1 Turnover        | 3.02%          |
| <b>2025 Q2 Turnover</b> | <b>4.03%</b>   |
| 2024 Q1 Turnover        | 2.87%          |
| 2024 Q2 Turnover        | 4.69%          |
| 2024 Q3 Turnover        | 2.34%          |
| 2024 Q4 Turnover        | 1.82%          |
| 2024 Total Turnover     | 11.72%         |

*(2025 based on 397 full time positions)*

*(2024 based on 384 full time positions)*

**CITY OF SHEBOYGAN  
REPORT 9-25-26**

**BY POLICE CHIEF KURT ZEMPEL.**

**JULY 29, 2025.**

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 April 1, 2025 and ending June 30, 2025.



|   | Y-T-D<br>6/30/25 | Y-T-D<br>6/30/24 | 2025<br>Benchmarks | 2024<br>Actual | 2023<br>Actual |
|---|------------------|------------------|--------------------|----------------|----------------|
| <b><u>Patrol and Investigations</u></b>           |                  |                  |                    |                |                |
| Murder & Non-Negligent                            | 0                | 1                | 0                  | 2              | 0              |
| Manslaughter                                      |                  |                  |                    |                |                |
| Manslaughter by Negligence                        | 0                | 0                | 0                  | 0              | 0              |
| Sex Offenses - Forcible                           | 19               | 30               | 60                 | 62             | 50             |
| Sex Offenses - Non-Forcible                       | 14               | 10               | 15                 | 22             | 10             |
| Aggravated Assault                                | 79               | 79               | 100                | 152            | 117            |
| Select Crimes Against Persons Total               | 112              | 120              | 200                | 238            | 177            |
| <br>Robbery                                       | 6                | 1                | 10                 | 3              | 8              |
| Burglary  | 11               | 12               | 100                | 42             | 65             |
| Theft/Larceny                                     | 258              | 228              | 800                | 568            | 585            |
| Motor Vehicle Theft                               | 11               | 6                | 30                 | 19             | 19             |
| Arson   | 1                | 1                | 10                 | 2              | 2              |
| Select Crimes Against Property Total              | 287              | 248              | 950                | 634            | 679            |
| <br>Percent of Offenses Cleared                   | 72%              | 75%              | 70%                | 70%            | 61%            |
| Value of Property Stolen                          | \$297,641        | \$347,013        | \$500,000          | \$911,930      | \$451,440      |
| Value of Property Recovered                       | \$174,465        | \$270,942        | \$200,000          | \$415,475      | \$305,082      |
| Percent of Stolen Recovered                       | 84%              | 78%              | 40%                | 46%            | 68%            |
| <br>Accident Investigations                       | 645              | 691              | 1,500              | 1,433          | 1,390          |
| Traffic Stops                                     | 3,215            | 3,057            | 5,000              | 5,335          | 5,382          |
| Traffic Arrests                                   | 1,978            | 2,243            | No Goal            | 3,842          | 3,897          |
| Other Arrests                                     | 1,488            | 1,538            | No Goal            | 2,986          | 2,943          |
| Speed Device Deployments                          | 14               | 6                | 20                 | 15             | 10             |
| HVEE Deployments                                  | 350              | 241              | 350                | 416            | 210            |
| Parking Tickets Issued                            | 1,767            | 7,075            | 10,000             | 9,174          | 8,274          |
| Bicycles Recovered                                | 33               | 61               | 150                | 161            | 198            |
| Involuntary Commitments                           | 35               | 29               | No Goal            | 51             | 110            |
| <br><b><u>Administration</u></b>                  |                  |                  |                    |                |                |
| District Attorney Request<br>for Digital Evidence | 732              | 611              | 2,750              | 975            | 1,156          |
| Open Records Requests                             | 3,702            | 2,920            | 4,000              | 5,855          | 6,045          |
| Nixle Messages Sent                               | 19               | 23               | 250                | 48             | 60             |
| Press Releases                                    | 4                | 6                | 50                 | 16             | 15             |
| Facebook Posts                                    | 92               | 102              | No Goal            | 177            | 228            |
| Facebook Followers                                | 22,703           | 19,443           | 23,000             | 22,107         | 18,503         |
| Reported Crime Maps                               | 51               | 53               | 104                | 96             | 98             |
| Crime Comparison Reports                          | 31               | 13               | 26                 | 22             | 25             |

**CITY OF SHEBOYGAN  
RESOLUTION 73-25-26**

**BY ALDERPERSONS DEKKER AND PERRELLA.**

**AUGUST 4, 2025.**

A RESOLUTION confirming the appointment of Quarles & Brady LLP as bond and disclosure counsel regarding the issuance of Taxable General Obligation Lead Service Line Replacement Promissory Notes, Series 2025 (2nd Issue).

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, specifically to assist with the replacement of lead service lines; and

WHEREAS, Quarles & Brady LLP has historically served the City’s bond and disclosure counsel needs and the Common Council hereby finds that retaining their services in this instance is necessary and appropriate; and

WHEREAS, it is appropriate to suspend the rules in order to adopt this Resolution and return documents to Quarles & Brady LLP by August 8, 2025.

NOW, THEREFORE, BE IT RESOLVED: That the City Attorney’s appointment of Quarles & Brady LLP attorneys Bridgette Keating, Jacob Lichter, and Tracy Berrones as special, limited engagement counsel is confirmed.

BE IT FURTHER RESOLVED: That the Water Utility Director or the Deputy City Attorney is hereby authorized to enter into the attached engagement letter with Quarles & Brady LLP to serve as bond counsel for the City of Sheboygan regarding the issuance of taxable general obligation lead service line replacement promissory notes.

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

July 28, 2025

**VIA EMAIL**

Mr. Joe Trueblood, P.E.  
Superintendent  
Sheboygan Water Utility  
72 Park Avenue  
Sheboygan, WI 53081

Scope of Engagement Re: Proposed Issuance of \$165,000 City of Sheboygan (the "City") Taxable General Obligation Lead Service Line Replacement Promissory Notes, Series 2025 (2nd Issue) (Safe Drinking Water Loan)

Dear Joe:

We are pleased to be working with the Utility and the City again as the City's bond counsel in connection with a financing for the City.

The purpose of this letter is to set forth the role we propose to serve and responsibilities we propose to assume as bond counsel in connection with the issuance of the above-referenced Notes (the "Securities") by the City.

**Role of Bond Counsel**

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. 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 (if any), prior to the issuance of the Securities; review certified proceedings; and undertake such additional duties as we deem necessary to render the opinion. As bond counsel, we do not advocate the interests of the City or any other party to the transaction. We assume that the parties to the transaction will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction.

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

Mr. Joe Trueblood, P.E.  
 July 28, 2025  
 Page 2

- 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 included in gross income for federal income tax purposes.

The 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. Upon delivery of the opinion, our responsibilities as bond counsel will be concluded with respect to this financing; specifically, but without implied limitation, we do not undertake (unless separately engaged) to provide any post-closing compliance services including any assistance with the City's continuing disclosure commitment, ongoing advice to the City or any other party, or participating in an Internal Revenue Service, Securities Exchange Commission or other regulatory body survey or investigation regarding or audit of the Securities.

In rendering the 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.

The services we will provide under this engagement are strictly limited to legal services. We are neither qualified nor engaged to provide financial advice and we will make no representation about the desirability of the proposed plan of finance, the feasibility of the projects financed or refinanced by the Securities, or any related matters.

#### 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 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 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



Mr. Joe Trueblood, P.E.  
July 28, 2025  
Page 3

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 the purchaser of the Bonds, the State of Wisconsin, and various departments and agencies of the State (collectively, the "State") or other bond market participants such as the City's financial advisor, if any. In past and current transactions that are not related to the issuance of the Bonds and our role as bond counsel to the City, we may have served or be serving as bond counsel or other counsel to the State or the City's financial advisor. We may also be asked to represent the State or the City's financial advisor in future transactions that are not related to the issuance of the Bonds or our role as bond counsel to the City. We would like to have an understanding with you that the City consents to our firm undertaking representations of this type.

As bond counsel, we will not assume or undertake responsibility for the preparation of an Official Statement or other disclosure document with respect to the Bonds, nor are we responsible for performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document. However, if a disclosure document is prepared and adopted or approved by the City, we will either prepare or review any description therein of:

- i) Wisconsin and federal law pertinent to the validity of the Bonds and the tax treatment of interest paid thereon and
- (ii) our opinion.

#### 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 as bond counsel would be approximately \$8,000 including all expenses. 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 the City is responsible for our fee.

If, for any reason, the financing is not consummated or is completed without the rendition of our opinion as bond 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.

#### 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

Mr. Joe Trueblood, P.E.  
 July 28, 2025  
 Page 4

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.

We are looking forward to working with you and the Utility and City in this regard.

Very truly yours,

QUARLES & BRADY LLP

*Bridgette Keating / TAB*

Bridgette J. Keating

BJK:JPL:TAB

#850357.00081

cc: Casey Bradley (via email)  
 Kaitlyn Krueger (via email)  
 Meredith DeBruin (via email)  
 Jane Werner (via email)  
 Lisa Gottsacker (via email)  
 Jacob P. Lichter (via email)  
 Tracy A. Berrones (via email)

Accepted and Approved:

CITY OF SHEBOYGAN

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

Its: \_\_\_\_\_  
 Title

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

**CITY OF SHEBOYGAN  
RESOLUTION 75-25-26**

**BY ALDERPERSONS DEKKER AND PERRELLA.**

**AUGUST 4, 2025.**

A RESOLUTION authorizing the issuance and sale of up to \$165,000 Taxable General Obligation Lead Service Line Replacement Promissory Notes, Series 2025 (2<sup>nd</sup> Issue), and providing for other details and covenants with respect thereto.

WHEREAS, the City of Sheboygan, Sheboygan County, Wisconsin (the "Municipality") owns and operates a water utility which is operated for a public purpose as a public utility by the Municipality; and

WHEREAS, certain improvements, including the replacement of private side lead service lines, are necessary to meet the needs of the City and the residents thereof, consisting of the construction of a project (the "Project") assigned Safe Drinking Water Loan Program Project No. 4901-13 by the Department of Natural Resources; and

WHEREAS, under the provisions of Section 67.12(12), Wisconsin Statutes, any municipality (as defined in Section 67.01(5), Wisconsin Statutes) may, by action of its governing body, issue promissory notes as evidence of indebtedness for any public purpose (as defined in Section 67.04(1)(b), Wisconsin Statutes) which promissory notes are general obligations of the municipality; and

WHEREAS, the Municipality deems it to be necessary, desirable and in its best interest to authorize and sell general obligation promissory notes of the Municipality, pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, to pay the cost of the Project; and

WHEREAS, such notes are to be issued for purposes of Sections 281.58, 281.59, 281.60 or 281.61, Wisconsin Statutes; and

WHEREAS, due to certain provisions of the Internal Revenue Code of 1986, as amended, it is necessary to issue such notes on a taxable basis, and the State of Wisconsin Safe Drinking Water Loan Program has approved the issuance of such notes on a taxable basis.

NOW, THEREFORE, be it resolved by the Governing Body of the Municipality that:

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by implication requires otherwise:

- (a) "Act" means Chapter 67, Wisconsin Statutes;
- (b) "Bond Registrar" means the Municipal Treasurer which shall act as Paying Agent for the Notes;

(c) "Debt Service Fund" means the Debt Service Fund of the Municipality, which shall be the "debt service fund" as such term is defined in the Act;

(d) "Financial Assistance Agreement" means the Financial Assistance Agreement by and between the State of Wisconsin by the Department of Natural Resources and the Department of Administration and the Municipality pursuant to which the Notes are to be issued and sold to the State, substantially in the form attached hereto and incorporated herein by this reference;

(e) "Fiscal Year" means the twelve-month period ending on each December 31;

(f) "Governing Body" means the Common Council, or such other body as may hereafter be the chief legislative body of the Municipality;

(g) "Municipal Treasurer" means the Treasurer of the Municipality who shall act as Bond Registrar and Paying Agent;

(h) "Municipality" means the City of Sheboygan, Sheboygan County, Wisconsin;

(i) "Notes" means the \$165,000 Taxable General Obligation Lead Service Line Replacement Promissory Notes, Series 2025 (2nd Issue), of the Municipality dated their date of issuance, authorized to be issued by this Resolution;

(j) "Note Year" means the twelve-month period ending on each May 1;

(k) "Project" means the Project described in the preamble to this Resolution; and

(l) "Record Date" means the close of business on the fifteenth day of the calendar month next preceding any principal or interest payment date.

Section 2. Authorization of the Notes and the Financial Assistance Agreement. For the purpose of paying the cost of the Project (including legal, fiscal, engineering and other expenses), there shall be borrowed on the full faith and credit of the Municipality up to the sum of \$165,000; and fully registered general obligation promissory notes of the Municipality are authorized to be issued in evidence thereof and sold to the State of Wisconsin Safe Drinking Water Loan Program in accordance with the terms and conditions of the Financial Assistance Agreement, which is incorporated herein by this reference and the Mayor and City Clerk of the Municipality are hereby authorized, by and on behalf of the Municipality, to execute the Financial Assistance Agreement.

Section 3. Terms of the Notes. The Notes shall be designated "Taxable General Obligation Lead Service Line Replacement Promissory Notes, Series 2025 (2nd Issue)" (the "Notes"); shall be dated their date of issuance; shall be numbered one and upward; shall bear interest at the rate of 0.250% per annum; shall be issued in denominations of \$0.01 or any integral multiple thereof; and shall mature on the dates and in the amounts as set forth in Exhibit B of the Financial Assistance Agreement and in the Note form attached hereto as Exhibit A as it is from time to time adjusted by the State of Wisconsin based upon the actual draws made by the



Municipality. Interest on the Notes shall be payable commencing on November 1, 2025 and semiannually thereafter on May 1 and November 1 of each year. The Notes shall not be subject to redemption prior to maturity except as provided in the Financial Assistance Agreement.

Section 4. Form, Execution, Registration and Payment of the Notes. The Notes shall be issued as registered obligations in substantially the form attached hereto as Exhibit A and incorporated herein by this reference.

The Notes shall be executed in the name of the Municipality by the manual signatures of the Mayor and City Clerk, and shall be sealed with its official or corporate seal, if any.

The principal of, premium, if any, and interest on the Notes shall be paid by the Municipal Treasurer, who is hereby appointed as the Municipality's Bond Registrar.

Both the principal of and interest on the Notes shall be payable in lawful money of the United States of America by the Bond Registrar. Payment of principal of the final maturity on the Note will be payable upon presentation and surrender of the Note to the Bond Registrar. Payment of principal on the Note and each installment of interest shall be made to the registered owner of each Note who shall appear on the registration books of the Municipality, maintained by the Bond Registrar, on the Record Date and shall be paid by electronic transfer or by check or draft of the Municipality (as directed by the registered owner) and if by check or draft, mailed to such registered owner at his or its address as it appears on such registration books or at such other address may be furnished in writing by such registered owner to the Bond Registrar.

Section 5. Application of Note Proceeds; Borrowed Money Fund. The sale proceeds of the Notes (exclusive of accrued interest and any premium received, which shall be deposited in the Debt Service Fund) shall, forthwith upon receipt, be placed in and kept by the Treasurer as a separate fund to be known as the "Taxable General Obligation Lead Service Line Replacement Promissory Notes, Series 2025 (2nd Issue), Borrowed Money Fund" (hereinafter referred to as the "Borrowed Money Fund"). Monies in the Borrowed Money Fund shall be used solely for the purposes for which borrowed or for transfer to the Debt Service Fund as provided by law. Moneys in the Borrowed Money Fund shall be disbursed within three (3) business days of their receipt from the State of Wisconsin and shall not be invested in any interest-bearing account.

Section 6. Tax Levy. (a) For the express purpose of paying interest on the Notes as it falls due and also to pay and discharge the principal thereof at maturity, the full faith, credit and taxing powers of the Municipality are hereby pledged and there is hereby levied upon all of the taxable property in the Municipality, in addition to all other taxes, a direct, annual irrevocable tax in an amount and at the times sufficient for that purpose. This tax shall be levied in the years 2025 through 2034, inclusive, and shall be in such amounts as are necessary to provide for payment of the principal of and interest on the Notes in 2025 through 2035, inclusive, when due. The amount of the tax levied for the year 2025 shall be the total amount of debt service due on the Notes in the years 2025 and 2026; provided that the amount of such tax carried onto the tax rolls shall be abated by any amounts appropriated pursuant to subsection (d) below which are applied to payment of interest on the Notes in the year 2025.

Assuming the entire principal amount of the Notes is drawn as of the closing date, this tax will be levied for collection in the following years in the following amounts:

| <u>Tax Collection</u><br><u>Year</u> | <u>Amount</u> |
|--------------------------------------|---------------|
| 2025                                 | \$ 73.33      |
| 2026                                 | 412.50        |
| 2027                                 | 18,540.57     |
| 2028                                 | 18,540.52     |
| 2029                                 | 18,540.46     |
| 2030                                 | 18,540.40     |
| 2031                                 | 18,540.35     |
| 2032                                 | 18,540.30     |
| 2033                                 | 18,540.23     |
| 2034                                 | 18,540.18     |
| 2035                                 | 18,540.12     |

The actual tax carried onto the tax rolls each year shall equal the amount necessary to repay the actual principal amount drawn under the Notes, and any interest thereon, when due.

(b) The Municipality shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Notes, said tax shall be, from year to year, carried into the tax rolls of the Municipality and collected as other taxes are collected, provided that the amount of tax carried into said tax rolls may be reduced in any year by the amount of any surplus money in the Debt Service Fund created in Section 7 hereof.

(c) If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Notes when due, the requisite amounts shall be paid from other funds of the Municipality then available, which sums shall be replaced upon the collection of the taxes herein levied.

(d) There be and there hereby is appropriated from funds of the Municipality on hand a sum sufficient to be deposited in the Debt Service Fund to meet payments with respect to debt service due in 2025.

**Section 7. Debt Service Fund.** The proceeds of the taxes levied pursuant to Section 6 above, when collected by the Municipal Treasurer, and such further deposits as may be required by Section 67.11, Wisconsin Statutes, shall be placed and kept by the Municipal Treasurer as a separate fund irrevocably pledged for paying the principal of and interest on the Notes so long as any such Notes shall remain outstanding, to be known as the "Taxable General Obligation Lead Service Line Replacement Promissory Notes, Series 2025 (2nd Issue) Debt Service Fund" (hereinafter referred to as "Debt Service Fund"). The accrued interest and any premium received at the time of delivery of the Notes shall be paid into the Debt Service Fund. Interest on or

principal of the Notes falling due at any time when there shall be on hand in the Debt Service Fund insufficient funds for the payment of such principal and interest shall be paid promptly when due from other funds of the Municipality.

Section 8. Deposits and Investments. The Debt Service Fund shall be kept apart from monies in the other funds and accounts of the Municipality and the same shall be used for no purpose other than the prompt payment of principal of and interest on the Notes as the same becomes due and payable. All monies therein shall be deposited in special and segregated accounts in a public depository selected under Chapter 34 of the Wisconsin Statutes and may be temporarily invested until needed in legal investments subject to the provisions of Section 66.0603(1m) and 67.10(3), Wisconsin Statutes. All income derived from such investments shall be regarded as revenues of the Municipality.

Section 9. Operation of Project; Municipality Covenants. It is covenanted and agreed by the Municipality with the owner or owners of the Notes, and each of them, that the Municipality will perform all of the obligations of the Municipality as set forth in the Financial Assistance Agreement.

Section 10. Sale of Notes. The sale of the Notes to the State of Wisconsin Safe Drinking Water Loan Program for the purchase price of up to \$165,000 and at par, is ratified and confirmed; and the officers of the Municipality are authorized and directed to do any and all acts, including executing the Financial Assistance Agreement and the Notes as hereinabove provided, necessary to conclude delivery of the Notes to said purchaser, as soon after adoption of this Resolution as is convenient. The purchase price for the Notes shall be paid upon requisition therefor as provided in the Financial Assistance Agreement, and the officers of the Municipality are authorized to prepare and submit to the State requisitions and disbursement requests in anticipation of the execution of the Financial Assistance Agreement and the issuance of the Notes.

Section 11. Amendment to Resolution. After the issuance of any of the Notes, no change or alteration of any kind in the provisions of this Resolution may be made until all of the Notes have been paid in full as to both principal and interest, or discharged as herein provided, except: (a) the Municipality may, from time to time, amend this Resolution without the consent of any of the owners of the Notes, but only to cure any ambiguity, administrative conflict, formal defect, or omission or procedural inconsistency of this Resolution; and (b) this Resolution may be amended, in any respect, with a written consent of the owners of not less than two-thirds (2/3) of the principal amount of the Notes then outstanding, exclusive of Notes held by the Municipality; provided, however, that no amendment shall permit any change in the pledge of tax revenues of the Municipality or the maturity of any Note issued hereunder, or a reduction in the rate of interest on any Note, or in the amount of the principal obligation thereof, or in the amount of the redemption premium payable in the case of redemption thereof, or change the terms upon which the Notes may be redeemed or make any other modification in the terms of the payment of such principal or interest without the written consent of the owner of each such Note to which the change is applicable.

Section 12. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the Municipality and the owner or owners of the Notes, and after issuance of any of the Notes no change or alteration of any kind in the provisions of this Resolution may be made, except as provided in Section 11, until all of the Notes have been paid in full as to both principal and interest. The owner or owners of any of the Notes shall have the right in addition to all other rights, by mandamus or other suit or action in any court of competent jurisdiction, to enforce such owner's or owners' rights against the Municipality, the Governing Body thereof, and any and all officers and agents thereof including, but without limitation, the right to require the Municipality, its Governing Body and any other authorized body, to take any and all actions necessary to carry out all of the provisions and agreements contained in this Resolution.

Section 13. Requirements of Municipality. The officers of the Municipality, staff of the Municipality, attorneys for the Municipality, financial consultants of the Municipality, or other agents or employees of the Municipality are hereby authorized to do all acts and things required of them by this Resolution for the full, punctual and complete performance of all of the provisions of this Resolution.

Section 14. Illegal or Invalid Provisions. In case any one or more of the provisions of this Resolution or any of the Notes shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Resolution or of the Notes.

Section 15. Continuing Disclosure. The officers of the Municipality are hereby authorized and directed, if requested by the State of Wisconsin, to provide to the State of Wisconsin Safe Drinking Water Loan Program and to such other persons or entities as directed by the State of Wisconsin such ongoing disclosure regarding the Municipality's financial condition and other matters, at such times and in such manner as the Safe Drinking Water Loan Program may require, in order that securities issued by the Municipality and the State of Wisconsin satisfy rules and regulations promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended and as it may be amended from time to time, imposed on brokers and dealers of municipal securities before the brokers and dealers may buy, sell, or recommend the purchase of such securities.

Section 16. Conflicting Resolutions. All ordinances, resolutions, or orders, or parts thereof heretofore enacted, adopted or entered, in conflict with the provisions of this Resolution, are hereby repealed and this Resolution shall be in effect from and after its passage.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

---

Presiding Officer

Attest

---

Ryan Sorenson, Mayor, City of  
Sheboygan

---

Meredith DeBruin, City Clerk, City of  
Sheboygan

## EXHIBIT A

(Form of Municipal Obligation)

REGISTERED  
NO. \_\_\_\_\_UNITED STATES OF AMERICA  
STATE OF WISCONSIN  
SHEBOYGAN COUNTY  
CITY OF SHEBOYGANREGISTERED  
\$ \_\_\_\_\_TAXABLE GENERAL OBLIGATION LEAD SERVICE LINE REPLACEMENT  
PROMISSORY NOTE, SERIES 2025 (2ND ISSUE)Final  
Maturity DateDate of  
Original Issue

May 1, 2035

\_\_\_\_\_, 20\_\_

REGISTERED OWNER: STATE OF WISCONSIN SAFE DRINKING WATER LOAN  
PROGRAM

FOR VALUE RECEIVED the City of Sheboygan, Sheboygan County, Wisconsin (the "Municipality") hereby acknowledges itself to owe and promises to pay to the registered owner shown above, or registered assigns, the principal sum of an amount not to exceed \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_) (but only so much as shall have been drawn hereunder, as provided below) on May 1 of each year commencing May 1, 2027 until the final maturity date written above, together with interest thereon (but only on amounts as shall have been drawn hereunder, as provided below) from the dates the amounts are drawn hereunder or the most recent payment date to which interest has been paid, at the rate of 0.250% per annum, calculated on the basis of a 360-day year made up of twelve 30-day months, such interest being payable on the first days of May and November of each year, with the first interest being payable on November 1, 2025.

The principal amount evidenced by this Note may be drawn upon by the Municipality in accordance with the Financial Assistance Agreement entered by and between the Municipality and the State of Wisconsin by the Department of Natural Resources and the Department of Administration (the "Financial Assistance Agreement") including capitalized interest transferred (if any). The principal amounts so drawn shall be repaid in installments on May 1 of each year commencing on May 1, 2027 in an amount equal to an amount which when amortized over the remaining term of this Note plus current payments of interest (but only on amounts drawn hereunder) at Zero and 250/1000ths percent (0.250%) per annum shall result in equal annual payments of the total of principal and the semiannual payments of interest. The State of Wisconsin Department of Administration shall record such draws and corresponding principal repayment schedule on a cumulative basis in the format shown on the attached Schedule A.

Both principal and interest hereon are hereby made payable to the registered owner in lawful money of the United States of America. On the final maturity date, principal of this Note shall be payable only upon presentation and surrender of this Note at the office of the Municipal Treasurer. Principal hereof and interest hereon shall be payable by electronic transfer or by check or draft dated on or before the applicable payment date (as directed by the registered owner) and if by check or draft, mailed from the office of the Municipal Treasurer to the person in whose name this Note is registered at the close of business on the fifteenth day of the calendar month next preceding such interest payment date.

This Note shall not be redeemable prior to its maturity, except as provided in the Financial Assistance Agreement.

This Note is transferable only upon the books of the Municipality kept for that purpose at the office of the Municipal Treasurer, by the registered owner in person or its duly authorized attorney, upon surrender of this Note, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Municipal Treasurer, duly executed by the registered owner or its duly authorized attorney. Thereupon a replacement Note shall be issued to the transferee in exchange therefor. The Municipality may deem and treat the person in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal or interest hereof and for all other purposes. This Note is issuable solely as a negotiable, fully-registered note, without coupons, and in denominations of \$0.01 or any integral multiple thereof.

This Note is issued for the purpose of providing for the payment of the cost of replacing private lead service lines, pursuant to Article XI, Section 3, of the Wisconsin Constitution, Section 67.12(12), Wisconsin Statutes, and a resolution adopted August 4, 2025, and entitled: "Resolution Authorizing the Issuance and Sale of Up to \$165,000 Taxable General Obligation Lead Service Line Replacement Promissory Notes, Series 2025 (2nd Issue), and Providing for Other Details and Covenants With Respect Thereto". The principal of and interest on this Note are payable in lawful money of the United States of America as aforesaid, and for the prompt payment of the principal and interest on this Note, and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the Municipality are hereby irrevocably pledged.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen, and be performed precedent to and in the issuance of this Note have existed, have happened and have been performed in due time, form and manner as required by law; that the indebtedness of the Municipality, including this Note and the issue of which it is a part, does not exceed any limitation, general or special, imposed by law; and that a valid, direct, annual irrevocable tax has been levied by the Municipality sufficient to pay the interest on this Note when it falls due and also to pay and discharge the principal hereof at maturity.

IN WITNESS WHEREOF, the Municipality has caused this Note to be signed by the signatures of its Mayor and City Clerk, and its corporate seal to be impressed hereon, all as of the date of original issue specified above.

CITY OF SHEBOYGAN, WISCONSIN

(SEAL)

By: \_\_\_\_\_  
Ryan Sorenson  
Mayor

By: \_\_\_\_\_  
Meredith DeBruin  
City Clerk



## (Form of Assignment)

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

---

---

---

(Please print or typewrite name and address, including zip code, of Assignee)

Please insert Social Security or other identifying number of Assignee

---

the within Note and all rights thereunder, hereby irrevocably constituting and appointing

---

Attorney to transfer said Note on the books kept for the registration thereof with full power of substitution in the premises.

Dated: 

---

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

Signature(s) guaranteed by

---

SCHEDULE A

\$165,000

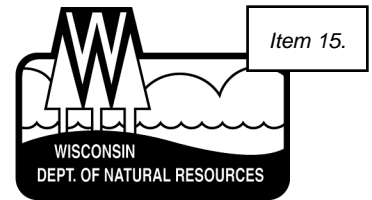
CITY OF SHEBOYGAN, WISCONSIN  
TAXABLE GENERAL OBLIGATION LEAD SERVICE LINE REPLACEMENT  
PROMISSORY NOTES, SERIES 2025 (2ND ISSUE)

| <u>Amount of<br/>Disburse-<br/>ment</u> | <u>Date of<br/>Disbursement</u> | <u>Series of<br/>Notes</u> | <u>Principal<br/>Repaid</u> | <u>Principal<br/>Balance</u> |
|---|---------------------------------|----------------------------|-----------------------------|------------------------------|
|   |                                 |                            |                             |                              |
|   |                                 |                            |                             |                              |
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|   |                                 |                            |                             |                              |

## SCHEDULE A (continued)

## PRINCIPAL REPAYMENT SCHEDULE

| <u>Date</u> | <u>Amount</u> |
|-------------|---------------|
| May 1, 2027 | \$18,150.76   |
| May 1, 2028 | 18,196.14     |
| May 1, 2029 | 18,241.63     |
| May 1, 2030 | 18,287.23     |
| May 1, 2031 | 18,332.95     |
| May 1, 2032 | 18,378.79     |
| May 1, 2033 | 18,424.73     |
| May 1, 2034 | 18,470.80     |
| May 1, 2035 | 18,516.97     |



July 28, 2025

JOE TRUEBLOOD, WATER UTILITY SUPERINTENDENT  
CITY OF SHEBOYGAN  
828 CENTER AVENUE  
SHEBOYGAN WI 53081

SUBJECT: Safe Drinking Water Loan Program, Project No. 4901-13  
BIL SFY25 LSL Program  
Financial Assistance Agreement - August 27, 2025

Dear Mr. Trueblood:

Your project manager prepared the following documents for your Safe Drinking Water Loan Program (SDWLP) loan closing:

1. SDWLP Loan Closing Schedule - Attachment 1
2. Financial Assistance Agreement Summary/Distribution Sheet - Attachment 2
3. Financial Assistance Agreement (FAA)

To close the loan on August 27, 2025, we need to follow the Loan Closing Schedule (Attachment 1).

The City of Sheboygan has three (3) working days upon receipt of wired SDWLP funds to do one or more of the following:

1. Pay the project invoices identified in the SDWLP disbursement request.
2. Reimburse an internal municipal account from which eligible project costs were paid. This reimbursement must adhere to current U.S. Treasury Regulations.
3. Disburse payments to the bank or financial institution for projects that are being refinanced.

Execution of the FAA creates a binding obligation in all respects. Any negotiation of terms and conditions or determinations must occur prior to adoption of the Municipal Obligation Resolution and execution of the enclosed FAA document.

The Project Manager Summary Page (Exhibit F of the FAA) further explains certain assumptions and decisions affecting preparation of your FAA.

Please contact your project manager, Sarah Bolitho, at 608-960-2927, for assistance with execution of the FAA, Request for Disbursement (Form 8700-215), or other SDWLP documents.

Thank you for your interest in the Safe Drinking Water Loan Program.

Sincerely,

A handwritten signature in blue ink that reads 'Matthew R. Marcum'.

Matthew Marcum, Section Manager  
Environmental Loans Section  
Bureau of Community Financial Assistance

Electronic Copies:

Jacob Lichter, Quarles & Brady LLP – Milwaukee  
Brent Binder - DNR SE/Milwaukee  
Capital Finance Office - DOA/10

## ATTACHMENT #1

Safe Drinking Water Loan Program Project No. 4901-13  
City of Sheboygan  
BIL SFY25 LSL Program  
Financial Assistance Agreement – Closing Schedule

### By July 14, 2025:

- Department of Natural Resources (DNR) project manager distributes Financial Assistance Agreement (FAA) to Department of Administration (DOA) for review.

### By July 28, 2025:

- Quarles & Brady LLP distributes draft Municipal Obligation Resolution and other bond documents to the City of Sheboygan and DOA for review. Project manager sends FAA to municipality.

### On August 4, 2025:

- Municipality holds properly noticed meeting at which time:
  1. Municipal Obligation Resolution is adopted.
  2. Bond related documents are signed by municipal officials.
  3. DNR FAA (printed single sided) is signed by municipal officials.

*NOTE: Most documents must be signed by Highest Elected Official & Clerk/Secretary and some documents must have municipal seal applied. **Do not sign any Exhibits.***

### By August 5, 2025, VIA OVERNIGHT DELIVERY:

- 1. Municipality scans FAA signature page and sends via e-mail to Quarles & Brady LLP and Sarah Bolitho.
  2. Municipality returns signed paper FAA via overnight delivery to Quarles & Brady LLP.
  3. Municipality delivers signed & sealed Resolution & other bond documents via overnight delivery to Quarles & Brady LLP.

### By August 25, 2025:

- Quarles & Brady LLP sends original signed and sealed Bond R-1 and emails a copy of the fully executed bond transcript to DOA.

### August 27, 2025:

- Loan Closing Day. Quarles & Brady LLP contacts municipality and DOA to confirm that closing may proceed, and DOA wire transfers the first disbursement to municipal bank account.

ATTACHMENT #2

Safe Drinking Water Loan Program Project No. 4901-13  
City of Sheboygan  
BIL SFY25 LSL Program  
Financial Assistance Agreement Summary  
Distribution Sheet

LOAN INFO

Total Project Amount: \$290,000  
  
Principal Forgiveness Amount: \$125,000    Net SDWLP Loan Amount: \$165,000  
  
Pledge: General Obligation  
  
Federal Equivalency Project:    ☒ Yes    ☐ No  
  
Composite Interest Rate: 0.250%    Loan Term: 10 Years

DOCUMENT INFO

Date of Municipal Obligation Resolution – August 4, 2025

CLOSING INFO

Refinancing: None                      Date of Refinancing: N/A  
  
Estimated First Disbursement: N/A

MUNICIPAL INFO

Municipal ID: 59281  
  
Substantial Completion Date: December 31, 2026

DISTRIBUTION

**Department of Natural Resources**  
Sarah Bolitho  
Bureau of Community Financial Assistance  
101 South Webster Street, 2nd Floor  
PO Box 7921  
Madison WI 53707-7921  
608-960-2927  
sarah.bolitho@wisconsin.gov

**Municipality**  
Joe Trueblood  
City of Sheboygan  
828 Center Avenue  
Sheboygan WI 53081  
920-459-3361  
joetrueblood@sheboyganwater.org

**Department of Administration**  
Jessica Fandrich  
State of Wisconsin DOA Capital Finance Office  
101 East Wilson Street, 10th Floor  
PO Box 7864  
Madison WI 53707-7864  
608-267-2734  
jessica.fandrich1@wisconsin.gov

**Municipal Bond Counsel**  
Jacob Lichter  
Quarles & Brady LLP  
411 East Wisconsin Avenue, Suite 2400  
Milwaukee WI 53202-4426  
414-277-5000  
jacob.lichter@quarles.com

State of Wisconsin  
 Department of Natural Resources  
 Bureau of Community Financial Assistance  
 101 South Webster Street  
 PO Box 7921  
 Madison, Wisconsin 53707-7921

Financial Assistance Agreement  
 Safe Drinking Water Loan Program  
 Form 8700-214 rev 10/24

STATE OF WISCONSIN SAFE DRINKING WATER LOAN PROGRAM  
 LEAD SERVICE LINE REPLACEMENT  
 FINANCIAL ASSISTANCE AGREEMENT WITH PRINCIPAL FORGIVENESS

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STATE OF WISCONSIN  
 DEPARTMENT OF NATURAL RESOURCES  
 DEPARTMENT OF ADMINISTRATION

and

CITY OF SHEBOYGAN

---

\$290,000 With up to \$125,000 PRINCIPAL FORGIVENESS

FINANCIAL ASSISTANCE AGREEMENT

---

Dated as of August 27, 2025

---

This constitutes a **Financial Assistance Agreement** under the State of Wisconsin's Safe Drinking Water Loan Program. This agreement is awarded pursuant to ss. 281.59 and 281.61, Wis. Stats. The purpose of this agreement is to award financial assistance from the Safe Drinking Water Loan Program. This agreement also discloses the terms and conditions of this award.

This agreement is only effective when signed by authorized officers of the municipality, the State of Wisconsin Department of Natural Resources, and the State of Wisconsin Department of Administration.

The Department of Natural Resources and the Department of Administration may rescind or terminate this agreement if the municipality fails to comply with the terms and conditions contained within. Any determination or certification made in this agreement by the Department of Natural Resources or the Department of Administration is made solely for the purpose of providing financial assistance under the Safe Drinking Water Loan Program.

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Municipal Identification No. 59281  
 Safe Drinking Water Loan Program Project No. 4901-13

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## WITNESSETH:

WHEREAS, this is a FINANCIAL ASSISTANCE AGREEMENT (the "FAA"), dated August 27, 2025, between the STATE OF WISCONSIN Safe Drinking Water Loan Program (the "SDWLP"), by the Department of Natural Resources (the "DNR") and the Department of Administration (the "DOA"), acting under authority of ss. 281.59 and 281.61, Wis. Stats., as amended (the "Statute"), and the City of Sheboygan, a municipality within the meaning of the Statute, duly organized and existing under the laws of the State of Wisconsin (the "Municipality"); and

WHEREAS, the United States, pursuant to the Federal Safe Drinking Water Act Amendments of 1996 (the "Act"), requires each state to establish a drinking water revolving loan fund to be administered by an instrumentality of the state before the state may receive capitalization grants for eligible projects from the United States Environmental Protection Agency (the "EPA"), or any successor which may succeed to the administration of the program established by the Act; and

WHEREAS, the State of Wisconsin, pursuant to the Statute, Wis. Stats., established the SDWLP to be used in part for purposes of the Act; and

WHEREAS, the State of Wisconsin, pursuant to s. 25.43, Wis. Stats., established a State of Wisconsin Environmental Improvement Fund which includes the SDWLP; and

WHEREAS, DNR and DOA have the joint responsibility to provide SDWLP financial assistance to municipalities for the construction of eligible drinking water projects, all as set forth in the Statute; and

WHEREAS, the Municipality submitted to DNR an application for financial assistance (the "Application") for a project (the "Project"), and DNR has approved the Application, and determined the Application meets DNR criteria for Project eligibility established in applicable state statutes and regulations; and

WHEREAS, DNR determined that the Municipality and the Project are not ineligible for financial assistance under s. 281.61(2g), Wis. Stats.; and

WHEREAS, DOA determined the SDWLP will provide financial assistance to the Municipality by making a loan (the "Loan") pursuant to s. 281.59(9), Wis. Stats., for the purposes of that subsection and providing principal forgiveness; and

WHEREAS, the Municipality pledged the security, if any, required by DOA, and the Municipality demonstrated to the satisfaction of DOA the financial capacity to ensure sufficient revenues to operate and maintain the Project for its useful life and to pay debt service on the obligations it issues for the Project; and

WHEREAS, the Municipality certifies to the SDWLP that it has created a dedicated source of revenue, which may constitute taxes levied by the Municipality with respect to a general obligation of the Municipality, for repayment of the Municipal Obligations; and

WHEREAS, the Municipality, when required, obtained DNR approval of facility plans or engineering reports and plans and specifications for the Project, subject to the provisions of applicable State environmental standards set forth in law, rules, and regulations;

NOW, THEREFORE, in consideration of the promises and of the mutual representations, covenants, and agreements herein set forth, the SDWLP and the Municipality, each binding itself, its successors, and its assigns, do mutually promise, covenant, and agree as follows:

ARTICLE I  
DEFINITIONS; RULES OF INTERPRETATION

Section 1.01. Definitions The following capitalized terms as used in this FAA shall have the following meanings:

"Act" means the federal Safe Drinking Water Act, 42 U.S.C. 300f to 300j-26.

"American Iron and Steel" means the requirements for using American iron and steel as mandated under EPA's Drinking Water State Revolving Fund program.

"Application" means the written application of the Municipality dated June 27, 2024, for financial assistance under the Statute.

"Bonds" means bonds or notes issued by the State pursuant to the Program Resolution, all or a portion of the proceeds of which shall be applied to make the Loan.

"Build America, Buy America" means Title IX of the Infrastructure Investment and Jobs Act, Publ. L. No. 117-58, §§ 70901-52.

"Business Day" means any day on which State offices are open to conduct business.

"Code" means the Internal Revenue Code of 1986, as amended, and any successor provisions.

"CWFP" means the State of Wisconsin Clean Water Fund Program, established pursuant to ss. 281.58 and 281.59, Wis. Stats., and managed and administered by DNR and DOA.

"DNR" means the State of Wisconsin Department of Natural Resources and any successor entity.

"DOA" means the State of Wisconsin Department of Administration and any successor entity.

"EPA" means the United States Environmental Protection Agency or any successor entity that may succeed to the administration of the program established by the Act.

"FAA" means this Financial Assistance Agreement.

"Fees and Charges" means the costs and expenses of DNR and DOA in administering the SDWLP.

"Final Completion" means all Service Lines to be financed under this FAA have been installed and the Municipality has submitted all necessary Project closeout documentation, including the final request for disbursement of Financial Assistance to the Municipality.

"Financial Assistance" means any proceeds provided under this Financial Assistance Agreement in the form of a Loan of which part of the Loan principal will be forgiven.

"Financial Assistance Agreement" means this Financial Assistance Agreement between the SDWLP by DNR, DOA, and the Municipality, as the same may be amended from time to time in accordance with Section 6.04 hereof.

"Lead Service Line" or "LSL" means (i) all or a portion of a water Service Line constructed of lead, and/or (ii) all or a portion of a water Service Line constructed of galvanized material that is or was downstream of lead.

"Lead Service Line Replacement Program" means the subprogram of the SDWLP which provides funding from the Bipartisan Infrastructure Law for replacement of Lead Service Lines and is managed and administered by DNR and DOA.

"Loan" means the loan or loans made by the SDWLP to the Municipality of which a portion of the principal will be forgiven pursuant to this FAA.

"Loan Disbursement Table" means the table, maintained by DOA, with columns for inserting the following information for the portion of the Loan which is to be repaid with interest:

- (a) amount of each disbursement,
- (b) date of each disbursement,
- (c) the series of Bonds from which each disbursement is made,
- (d) principal amounts repaid, and
- (e) outstanding principal balance.

"Municipal Obligation Counsel Opinion" means the opinion of counsel satisfactory to DOA, issued in conjunction with the Municipal Obligations, stating that:

- (a) this FAA and the performance by the Municipality of its obligations thereunder have been duly authorized by all necessary actions by the governing body of the Municipality, and this FAA has been duly executed and delivered by the Municipality;
- (b) the Municipal Obligations have been duly authorized, executed, and delivered by the Municipality and sold to the SDWLP;
- (c) each of this FAA and the Municipal Obligations constitutes a legal, valid, and binding obligation of the Municipality, enforceable against the Municipality in accordance with its respective terms (provided that enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable and that its enforcement may also be subject to the exercise of judicial discretion in appropriate cases);
- (d) the Municipal Obligations constitute general obligations of the Municipality, and the full faith and credit of the Municipality is pledged for the payment of principal thereof and interest thereon as and when it becomes due; and
- (e) interest on the Municipal Obligations is included in gross income of the owners thereof for federal income taxation purposes.

"Municipal Obligation Resolution" means that action taken by the governing body of the Municipality authorizing the issuance of the Municipal Obligations.

"Municipal Obligations" means the bonds or notes issued and delivered by the Municipality to the SDWLP, a specimen copy of which is included in the Municipal Obligations transcript, in exchange for the portion of the Loan which is not subject to Principal Forgiveness.

"Municipality" means the City of Sheboygan, a "local governmental unit" within the meaning of the Statute, duly organized and existing under the laws of the State, and any successor entity.

"Principal Forgiveness" means Financial Assistance received in the form of forgiveness of a portion of the Loan principal pursuant to the Act, Regulations, and this FAA of which no repayment thereof shall be required except as may be required per the Act, Statute, Regulations, or this FAA. The total amount of principal forgiveness available for this Project as of the date of this FAA is \$125,000.

"Program Resolution" means the Amended and Restated Program Resolution for State of Wisconsin Environmental Improvement Fund Revenue Obligations adopted by the State of Wisconsin Building Commission on February 15, 2017, as such may from time to time be further amended or supplemented by Supplemental Resolutions in accordance with the terms and provisions of the Program Resolution.

"Progress Payments" means payments for work in place and materials or equipment that have been delivered or are stockpiled in the vicinity of the construction site. This includes payments for undelivered specifically manufactured equipment if: (1) designated in the specifications, (2) could not be readily utilized or diverted to another job, and (3) a fabrication period of more than 6 months is anticipated.

"Project" means the project assigned SDWLP Project No. 4901-13 by DNR, described in the Project Manager Summary Page (Exhibit F), and further described in the DNR approval letter(s), if any, for the plans and specifications, or portions thereof, issued under s. 281.41, Wis. Stats.

"Project Costs" means the costs of the Project that are eligible for financial assistance from the SDWLP under the Statute, which are allowable costs under the Regulations, or are costs for which DNR granted a variance to a portion of the Regulations to make them allowable, which have been incurred by the Municipality or the applicable private property owner, an estimate of which is set forth in Exhibit A hereto and made a part hereof.

"Regulations" means the Act; chs. NR 108, NR 150, NR 166, NR 809, NR 810, and NR 811, Wis. Adm. Code, the regulations of DNR; and ch. Adm. 35, Wis. Adm. Code, the regulations of DOA, adopted pursuant to and in furtherance of the Statute, and ch. 145, Wis. Stats, as administered by the Department of Safety and Professional Services, as such may be adopted or amended from time to time.

"SDWLP" means the State of Wisconsin Safe Drinking Water Loan Program, established pursuant to the Statute and managed and administered by DNR and DOA.

"Service Line" means the water service piping from the corporation stop of a municipally-owned water main or service line to the meter, isolation valve, or other water utility service terminal on the served property.

"Servicing Fee" means any servicing fee that may be imposed by DNR and DOA pursuant to s. 281.61(5)(b), Wis. Stats., which shall cover the estimated costs of reviewing and acting upon the Application and servicing this FAA, and which the Municipality is obligated to pay as set forth in Section 3.09 hereof.

"State" means the State of Wisconsin.

"Statute" means ss. 281.59 and 281.61, Wis. Stats., as amended.

"Substantial Completion Date" means the end of the calendar year following the second construction season which is December 31, 2026.

"Supplemental Resolution" shall have the meaning set forth in the Program Resolution.

"Trustee" means the trustee appointed by the State pursuant to the Program Resolution and any successor trustee.

"User Fees" means fees charged or to be charged to users of the Project or the Water System of which the Project is a part pursuant to the Municipality's Water Rates or otherwise.

"Water Diversion Permit" means a DNR permit issued to the Municipality under s. 30.18(2), Wis. Stats., to divert water from a stream or lake in Wisconsin.

"Water Rates" means a charge or system of charges levied on users of a water system for the user's proportional share of the revenue requirement of a water system which consists of operation and maintenance expenses, depreciation, taxes, and return on investment.

"Water System" means all structures, conduits, and appurtenances by means of which water is delivered to consumers, except piping and fixtures inside buildings served and service pipes from buildings to street mains.

Section 1.02. Rules of Interpretation Unless the context clearly indicates to the contrary, the following rules shall apply to the context of this FAA:

- (a) Words importing the singular number shall include the plural number and vice versa, and one gender shall include all genders.
- (b) All references herein to particular articles or sections are references to articles or sections of this FAA.
- (c) The captions and headings herein are solely for convenience of reference and shall not constitute a part of this FAA, nor shall they affect its meaning, construction, or effect.
- (d) The terms "hereby", "hereof", "hereto", "herein", "hereunder", and any similar terms as used in this FAA refer to this FAA in its entirety and not the particular article or section of this FAA in which they appear. The term "hereafter" means after and the term "heretofore" means before the date of delivery of this FAA.
- (e) All accounting terms not otherwise defined in this FAA have the meanings assigned to them in accordance with generally accepted accounting principles, and all computations provided for herein shall be made in accordance with generally accepted accounting principles.

## ARTICLE II REPRESENTATIONS

Section 2.01. Representations of the SDWLP The SDWLP represents and warrants as follows:

- (a) Reserved.
- (b) Pursuant to the Statute, the SDWLP has full power and authority to execute and deliver this FAA, consummate the transactions contemplated hereby, and perform its obligations hereunder.
- (c) The SDWLP is not in violation of any of the provisions of the Constitution or laws of the State which would affect its powers referred to in the preceding paragraph (b).
- (d) Reserved.
- (e) The execution and delivery by the SDWLP of this FAA and the consummation of the transactions contemplated by this FAA shall not violate any indenture, mortgage, deed of trust, note, agreement, or other contract or instrument to which the State is a party, or by which it is bound, or, to the best of the SDWLP's knowledge, any judgment, decree, order, statute, rule, or regulation applicable to the SDWLP; all consents, approvals, authorizations, and orders of governmental or regulatory authorities that are required for the consummation of the transactions contemplated thereby have been obtained.
- (f) To the knowledge of the SDWLP, there is no action, suit, proceeding, or investigation, at law or in equity, before or by any court, public board, or body, threatened against, pending, or

affecting the SDWLP, or, to the knowledge of the SDWLP, any basis therefore, wherein an unfavorable decision, ruling, or finding would adversely affect the transactions contemplated hereby or which, in any way, could adversely affect the validity of this FAA or any agreement or instrument to which the State is a party and which is used or contemplated for use in consummation of the transactions contemplated by each of the foregoing.

(g) The Project is on the DNR funding list for the 2025 state fiscal year.

Section 2.02. Representations of the Municipality The Municipality represents, and warrants as of the date of this FAA, and with respect to paragraphs (n), (s), (u), and (ee) covenants throughout the term of this FAA, as follows:

(a) The Municipality possesses the legal municipal form of a city under ch. 62, Wis. Stats. The Municipality is located within the State and is a "municipality" within the meaning of the Statute, duly organized and existing under the laws of the State, and has full legal right, power, and authority to:

- (1) conduct its business and own its properties,
- (2) enter into this FAA,
- (3) adopt the Municipal Obligation Resolution,
- (4) issue and deliver the Municipal Obligations to the SDWLP as provided herein, and
- (5) carry out and consummate all transactions contemplated by each of the aforesaid documents.

(b) The Municipality is in compliance with its Water Diversion Permit (if any).

(c) With respect to the issuance of the Municipal Obligations, the Municipality has complied with the Municipal Obligation Resolution and with all applicable laws of the State.

(d) The governing body of the Municipality has duly approved the execution and delivery of this FAA and the issuance and delivery of the Municipal Obligations in the aggregate principal amount of \$165,000 and authorized the taking of any and all action as may be required on the part of the Municipality and its authorized officers to carry out, give effect to, and consummate the transactions contemplated by each of the foregoing.

(e) This FAA and the Municipal Obligations have each been duly authorized, executed, and delivered, and constitute legal, valid, and binding obligations of the Municipality, enforceable in accordance with their respective terms.

(f) To the knowledge of the Municipality, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, public board, or body, threatened against, pending, or affecting the Municipality, or to the knowledge of the Municipality any basis therefor:

- (1) affecting the creation, organization, or existence of the Municipality or the title of its officers to their respective offices;
- (2) seeking to prohibit, restrain, or enjoin the execution of this FAA or the issuance or delivery of the Municipal Obligations;
- (3) in any way contesting or affecting the validity or enforceability of the Municipal Obligation Resolution, the Municipal Obligations, this FAA, or any agreement or instrument relating to any of the foregoing or used or contemplated for use in the consummation of the transactions contemplated by this FAA; or

(4) wherein an unfavorable decision, ruling, or finding could adversely affect the transactions contemplated hereby or by the Municipal Obligation Resolution or the Municipal Obligations.

(g) The Municipality is not in any material respect in breach of or in default under any applicable law or administrative regulation of the State or the United States, any applicable judgment or decree, or any agreement or other instrument to which the Municipality is a party, or by which it or any of its properties is bound, and no event has occurred that, with the passage of time, the giving of notice, or both, could constitute such a breach or default. The execution and delivery of this FAA, the issuance and delivery of the Municipal Obligations, the adoption of the Municipal Obligation Resolution, and compliance with the respective provisions thereof shall not conflict with, or constitute a breach of or default under, any applicable law or administrative regulation of the State or of the United States, any applicable judgment or decree, or any agreement or other instrument to which the Municipality is a party, or by which it or any of its property is bound.

(h) The Municipal Obligations constitute validly-issued and legally-binding general obligations of the Municipality secured as set forth therein.

(i) The resolutions of the Municipality accepting the Financial Assistance and authorizing the execution and delivery of this FAA and the transactions contemplated hereunder and the Municipal Obligation Resolution have been duly adopted by the Municipality and remain in full force and effect as of the date hereof.

(j) The Municipality has full legal right and authority and all necessary permits, licenses, easements, and approvals (other than such permits, licenses, easements, or approvals that are not by their nature obtainable prior to Substantial Completion of the Project) required as of the date hereof to own any public portion of the Project, carry on its activities relating thereto, undertake and complete or cause the property owner to undertake and complete the Project, and carry out and consummate all transactions contemplated by this FAA.

(k) The Municipality represents that it has not made any commitment or taken any action that shall result in a valid claim for any finders' or similar fees or commitments in respect to the issuance and sale of the Municipal Obligations and the making of the Loan under this FAA.

(l) The Project is eligible under s. 281.61(2), Wis. Stats., for financing from the SDWLP, and the Project Costs are equal to or in excess of the principal amount of the Municipal Obligations. The Project has satisfied the requirements of the State Environmental Review Procedures contained in the Regulations. Portions of the Project that are ineligible for financing from the SDWLP are listed within the Project Manager Summary Page attached hereto as Exhibit F. The Municipality intends the Project to be eligible under the Statute throughout the term of this FAA.

(m) All amounts shown in Exhibit A of this FAA are costs of a Project eligible for financial assistance from the SDWLP under the Statute. All proceeds of any borrowing of the Municipality that have been spent and which are being refinanced with the proceeds of the Financial Assistance made hereunder have been spent on eligible Project Costs. All Project Costs are reasonable, necessary, and allocable by the Municipality to the Project under generally accepted accounting principles. None of the proceeds of the Financial Assistance shall be used directly or indirectly by the Municipality as working capital or to finance inventory, as opposed to capital improvements.

(n) The Project is and shall remain in compliance with all applicable federal, state, and local laws and ordinances (including rules and regulations) relating to zoning, building, safety, and environmental quality. The Municipality has complied with and completed all requirements of DNR necessary to commence construction of the Project prior to the date hereof. The Municipality intends to proceed with due diligence to complete the Project pursuant to Section 4.04 hereof.



(o) Reserved.

(p) The Municipality shall not take or omit to take any action which action or omission shall in any way cause the proceeds of the Bonds to be applied in a manner contrary to that provided in the Program Resolution.

(q) Reserved.

(r) Reserved.

(s) The Municipality represents that it has satisfied and shall continue to satisfy all the applicable requirements in ss. 281.61(4), (5), and (8m), Wis. Stats., ch. NR 166, Wis. Adm. Code, and ch. 145 Wis. Stats.

(t) The Municipality has levied a tax that will generate annually sufficient revenue to pay the principal of and interest on the Municipal Obligations.

(u) The Municipality is in substantial compliance and shall remain in substantial compliance with all applicable conditions, requirements, and terms of financial assistance previously awarded through any federal construction grants program, the Wisconsin Fund construction grants program, the SDWLP, or the CWFP.

(v) Reserved.

(w) Reserved.

(x) If the Municipality fails to make a principal repayment or interest payment after its due date, the department of administration shall place on file a certified statement of all amounts due under this section and s. 281.58 or 281.61 or s. 281.60, 2021 stats. After consulting the department, the department of administration may collect all amounts due by deducting those amounts from any state payments due the municipality or may add a special charge to the amount of taxes apportioned to and levied upon the county under s. 70.60. If the department of administration collects amounts due, it shall remit those amounts to the fund to which they are due and notify the department of that action.

(y) The Municipality acknowledges that the State reserves the right upon default by the Municipality hereunder to have a receiver appointed to collect User Fees from the operation of the Water System or, in the case of a joint utility system, to bill the users of the Water System directly.

(z) The representations of the Municipality in the Application are true and correct as of the date of this FAA and are incorporated herein by reference as if fully set forth in this place.

(aa) There has been no material adverse change in the financial condition or operation of the Municipality or the Project since the submission date of the Application.

(bb) Reserved.

(cc) The Municipality acknowledges that it is eligible to receive Financial Assistance in the form of a Loan of \$290,000 with Principal Forgiveness of \$125,000 for payment of Project Costs.

(dd) The Municipality acknowledges that they have final responsibility for assuring compliance with all federal requirements of the Lead Service Line Replacement Program whether the work is

completed under a municipally-bid contract or completed utilizing a prequalified list of plumbers and contractors from which property owners contract directly.

(ee) The Municipality has met all terms and conditions contained herein and certifies that the Project funded through this agreement will result in the entire Service Line being lead-free and that no partial replacement will result in a Service Line that is still partially lead.

### ARTICLE III LOAN PROVISIONS

#### Section 3.01. Loan Clauses

(a) Subject to the conditions and in accordance with the terms of this FAA, the SDWLP hereby agrees to make the Loan, and the Municipality agrees to accept the Loan. As evidence of the portion of the Loan made to the Municipality remaining subsequent to the Principal Forgiveness, the Municipality hereby agrees to sell to the SDWLP Municipal Obligations in the aggregate principal amount of \$165,000. The SDWLP shall pay for the Municipal Obligations in lawful money of the United States, which shall be disbursed as provided in this FAA.

(b) Prior to disbursement, Loan proceeds shall be held by the SDWLP or by the Trustee for the account of the SDWLP. Earnings on undisbursed Loan proceeds shall be for the account of the SDWLP. Loan proceeds shall be disbursed only upon submission by the Municipality of disbursement requests and approval thereof as set forth in Section 3.05 hereof.

(c) The Loan shall bear interest at the rate of zero and 250/1000ths percent (0.250%) per annum, and interest shall accrue and be payable only on Loan principal amounts actually disbursed on the Municipal from the date of disbursement until the date such amounts are repaid or forgiven.

(d) Disbursements of Financial Assistance shall generally be made: first in the form of Loan disbursements that include the applicable percentage of Principal Forgiveness up to \$125,000; and second, if the Principal Forgiveness cap has been reached, in the form of Loan disbursements on the Municipal Obligations. Principal Forgiveness will be applied at the time of Loan disbursement.

(e) The Department of Administration shall maintain a Loan Disbursement Table on its website <http://eif.doa.wi.gov/start>. DOA shall make entries as each disbursement is made and as each principal amount is repaid; the CWFP and the Municipality agree that such entries shall be mutually binding.

(f) Upon Final Completion of the Project, DOA may request that the Municipality issue substitute Municipal Obligations in the aggregate principal amount equal to the outstanding principal balance of the Municipal Obligations.

(g) The Municipality shall deliver, or cause to be delivered, a Municipal Obligation Counsel Opinion to the SDWLP concurrently with the delivery of the Municipal Obligations.

Section 3.02. Type of Municipal Obligation and Security The Municipality's obligation to meet annual debt service requirements on the Municipal Obligations shall be a general obligation evidenced by issuance of general obligation notes pursuant to ch. 67, Wis. Stats. The security for the Municipality's obligation to meet the annual debt service requirements shall be the full faith and credit of the Municipality and an irrepealable levy of ad valorem taxes and may include revenues of the Water System which are appropriated and irrevocably deposited in the debt service fund for the Municipal

Obligations. Pursuant to s. 67.05(10), Wis. Stats., the tax levy may be reduced by the amounts of revenues so deposited. The Municipal Obligations are also secured as provided in Section 3.07 hereof.

**Section 3.03. Municipal Obligations Amortization** Principal and interest payments on the Municipal Obligations shall be due on the dates set forth in Exhibit B of this FAA. The payment amounts shown on Exhibit B are for informational purposes only and assume the full amount of the Municipal Obligations is disbursed and that the full amount of Principal Forgiveness available is applied to the Loan on August 27, 2025. It is understood that the actual amounts of the Municipality's Municipal Obligations payments shall be based on the actual dates and amounts of disbursements on the Municipal Obligations. Notwithstanding the foregoing or anything in the Municipal Obligations, the Municipal Obligations shall be for no longer than ten (10) years from the date of this FAA and shall mature and be fully amortized not later than ten (10) years after the original issue date of the Municipal Obligations. Repayment of principal on the Municipal Obligations shall begin not later than twelve (12) months after the expected or actual Substantial Completion date of the Project.

**Section 3.04. Sale and Redemption of Municipal Obligations**

- (a) Municipal Obligations may not be prepaid without the prior written consent of the SDWLP. The SDWLP has sole discretion to withhold such consent, except that Municipal Obligations may be prepaid in their entirety after the project has been officially closed out by the DNR. Such prepayment must occur on a May 1 or a November 1 payment date.
- (b) The Municipality shall pay all costs and expenses of the SDWLP in effecting the redemption of the Bonds to be redeemed with the proceeds of the prepayment of the Municipal Obligations. Such costs and expenses may include any prepayment premium applicable to the SDWLP and any investment losses incurred or sustained by the SDWLP resulting directly or indirectly from any such prepayment.
- (c) Subject to subsection (a), the Municipality may prepay the Municipal Obligations with any settlements received from any third party relating to the design or construction of the Project.
- (d) Prepayments of the Municipal Obligations shall be applied pro rata to all maturities of the Municipal Obligations unless otherwise agreed to by the State.

**Section 3.05. Disbursement of Financial Assistance**

- (a) Under this FAA, Financial Assistance shall be drawn in the order specified in Section 3.01(d) of this document.
- (b) Each disbursement request shall be delivered to DNR. Each request must contain invoices or other evidence acceptable to DNR and DOA that Project Costs for which disbursement of Financial Assistance is requested have been incurred by the Municipality or the applicable private property owner.
- (c) The SDWLP, through its agents or Trustee, plans to make disbursements of Financial Assistance on a semimonthly basis upon approval of each disbursement request by DNR and DOA. Such approval by DNR and DOA may require adjustment and corrections to the disbursement request submitted by the Municipality. The Municipality shall be notified whenever such an adjustment or correction is made by DNR or DOA.
- (d) Disbursements made to the Municipality are subject to pre- and post-payment adjustments by DNR or DOA.

(1) If the Financial Assistance is not yet fully disbursed, and SDWLP funds were previously disbursed for costs not eligible for SDWLP funding or not eligible under this FAA, the SDWLP shall make necessary adjustments to future disbursements.

(2) If the Financial Assistance is fully disbursed, including disbursements for any costs not eligible for SDWLP funding or not eligible under this FAA, the Municipality agrees to repay to the SDWLP an amount equal to the non-eligible costs within 60 days of notification by DNR or DOA. The SDWLP shall then apply the amount it receives as a Loan prepayment or as a recovery of a Loan disbursement with Principal Forgiveness (if there is no outstanding Loan principal balance available to which the recovery may be applied).

(e) The SDWLP or its agent shall disburse Financial Assistance only to the Municipality's account by electronic transfer of funds. The Municipality hereby covenants that it shall take actions and provide information necessary to facilitate these transfers.

(f) Disbursement to the Municipality beyond ninety-five percent (95%) of the total Financial Assistance, unless otherwise agreed to by DNR and DOA pursuant to a written request from the Municipality, may be withheld until:

(1) DNR is satisfied that the Project has been completed, and DNR has approved all change orders relating to the Project;

(2) the Municipality certifies to DNR its acceptance of the Project from its contractors, if applicable;

(3) the Municipality certifies in writing to DNR its compliance with applicable Federal requirements (certification must be as prescribed on Exhibit C);

(4) the Municipality furnishes reports and provides data and such other information as SDWLP may require prior to Project closeout; and

(5) DNR certifies in writing to DOA the Municipality's compliance with all applicable requirements of this FAA.

(g) Treas. Regs. 26 CFR § 1.148-6(d)(1)(iii) applies to project expenditures; it states, in part, "An issuer must account for the allocation of proceeds to expenditures not later than 18 months after the later of the date the expenditure is paid or the date the project, if any, that is financed by the issue is placed in service".

### Section 3.06. Remedies

(a) If the Municipality or any agent thereof:

(1) is not complying with federal or state laws, regulations, or requirements relating to the Project, and following due notice by DNR the Project is not brought into compliance within a reasonable period of time; or

(2) is not complying with or is in violation of any provision set forth in this FAA; or

(3) is not in compliance with the Statute or the Regulations;

then DNR may, until the Project is brought into compliance or the FAA non-compliance is cured to the satisfaction of DNR or DOA, impose one (1) or more of the following sanctions:

(i) Progress payments or disbursements otherwise due the Municipality of up to 20% may be withheld.

(ii) Project work may be suspended.

(iii) DNR may request a court of appropriate jurisdiction to enter an injunction or afford other equitable or judicial relief as the court finds appropriate.

(iv) Other administrative remedies may be pursued.

(b) If the Municipality fails to make any payment when due on the Municipal Obligations or fails to observe or perform any other covenant, condition, or agreement on its part under this FAA for a period of thirty (30) days after written notice is given to the Municipality by DNR, specifying the default and requesting that it be remedied, the SDWLP is provided remedies by law and this FAA. These remedies include, but are not limited to, the following rights:

(1) Pursuant to s. 281.59(11)(b), Wis. Stats., DOA shall place on file a certified statement of all amounts due the SDWLP under this FAA. DOA may collect all amounts due the SDWLP by deducting those amounts from any State payments due the Municipality or adding a special charge to the amount of taxes apportioned to and levied upon the county in which the Municipality is located under s. 70.60, Wis. Stats.

(2) The SDWLP may, without giving bond to the Municipality or anyone claiming under it, have a receiver appointed for the SDWLP's benefit of the Project and the Water System and of the earnings, income, rents, issues, and profits thereof, with such powers as the court making such appointment shall confer. The Municipality hereby irrevocably consents to such appointment.

(3) In the case of a joint utility system, the SDWLP may bill the users of the Water system directly.

(4) The SDWLP may declare the principal amount of the Municipal Obligations immediately due and payable.

(5) The SDWLP may enforce any right or obligation under this FAA, including the right to seek specific performance or mandamus, whether such action is at law or in equity.

(6) The SDWLP may increase the interest rate set forth in Section 3.01 hereof to the market interest rate as defined in the Statute and Regulations.

**Section 3.07. Security for the Municipal Obligations** As security for the Municipal Obligations, the Municipality hereby pledges the full faith and credit of the Municipality and an irrepealable levy of ad valorem taxes (which is a dedicated source of revenue) in accordance with the terms of the Municipal Obligation Resolution and may include revenues of the Water System which are appropriated and irrevocably deposited in the debt service fund for the Municipal Obligations; provided, however, that any such revenues of the Water System shall not be derived from rate-payer funds. Pursuant to s.67.05(10), Wis. Stats., the tax levy may be reduced by the amounts of revenues so deposited.

**Section 3.08. Effective Date and Term** This FAA shall become effective upon its execution and delivery by the parties hereto, shall remain in full force and effect from such date, and shall expire on such date as the Municipal Obligations shall be discharged and satisfied in accordance with the provisions thereof.

**Section 3.09. Other Amounts Payable** The Municipality hereby expressly agrees to pay to the SDWLP:

(a) such Servicing Fee as the SDWLP may impose pursuant to s. 281.61(5)(b), Wis. Stats., which shall be payable in semiannual installments on each interest payment date; such a Servicing Fee shall be imposed upon the Municipality after approval of a future Biennial Finance Plan by the State of Wisconsin Building Commission which contains a Servicing Fee requirement, schedule, and amount; and

(b) the Municipality's allocable share of the Fees and Charges as such costs are incurred. Allocable share shall mean the proportionate share of the Fees and Charges based on the outstanding principal of the Loan.

Amounts paid by the Municipality pursuant to this Section 3.09 shall be deposited in the Equity Fund established pursuant to the Program Resolution.

#### ARTICLE IV CONSTRUCTION OF THE PROJECT

Section 4.01. Insurance When utilizing a municipally-bid contract, the Municipality agrees to maintain property and liability insurance for the Project that is reasonable in amount and coverage and that is consistent with prudent municipal insurance practices for the term of this FAA. The Municipality agrees to provide written evidence of insurance coverage to the SDWLP upon request at any time during the term of this FAA.

In the event the Project is damaged or destroyed, the Municipality agrees to use the proceeds from its insurance coverage either to repay the Loan or to repair or replace the Project.

#### Section 4.02. Construction of the Project

(a) The Municipality shall construct the Project, or cause it to be constructed, to Final Completion in accordance with the Application. The Municipality shall proceed with the acquisition and construction of the Project in conformity with law and with all applicable requirements of governmental authorities having jurisdiction with respect thereto.

(b) During construction of the Project, if a Lead Service Line is replaced that results in creation of a partial Lead Service Line due to the remaining portion of the Service Line also containing lead, or containing galvanized iron or galvanized steel that is or has been downstream of lead, the SDWLP shall not provide funding for the Lead Service Line replacement until the remaining side of the Service Line has also been replaced.

(c) Pitcher filters or point-of-use filtration that have been certified to NSF/ANSI 53 for the reduction of lead shall be provided from the start of replacement until at least six months following completion of the replacement. The Municipality shall attempt to replace a Service Line in its entirety within 45 days of the start of construction on the Lead Service Line. In no case shall the full replacement period exceed 180 days.

Section 4.03. Performance Bonds The Municipality shall provide, or cause to be provided, performance bonds assuring the performance of the work to be performed under any municipally-bid construction contracts entered into with respect to the Project. All performance bonds required hereunder shall be issued by independent surety companies authorized to transact business in the State.

#### Section 4.04. Completion of the Project

(a) The Municipality agrees that it shall undertake and complete the Project for the purposes and in the manner set forth in this FAA and in accordance with all federal, state, and local laws, ordinances, and regulations applicable thereto. The Municipality shall, with all practical dispatch

and in a sound and economical manner, complete or cause to be completed the acquisition and construction of the Project and do all other acts necessary and possible to entitle it to receive User Fees with respect to the Project at the earliest practicable time. The Municipality or the applicable property owner shall obtain all necessary approvals from any and all governmental agencies prior to construction which are requisite to the Final Completion of the Project.

(b) The Municipality shall notify DNR of the Substantial Completion of the Project. At or prior to completion of the Project, the Municipality shall cause to be prepared for the Project documentation which will include, for each replacement:

- (1) property address,
- (2) property type (residential, school, daycare, commercial, other),
- (3) original Service Line material,
- (4) new Service Line material; and
- (5) Service Line ownership (public, private, both).

(c) As applicable, the Municipality shall take and institute such proceedings as shall be necessary to cause and require all contractors and material suppliers to complete their contracts diligently and in accordance with the terms of the contracts including, without limitation, the correcting of defective work.

(d) Upon Final Completion of the Project, the Municipality shall:

- (1) complete and deliver to DNR the documentation described in Section 4.04(b) above;
- (2) prepare and deliver to DNR the completed Federal Requirements Compliance Certification attached hereto as Exhibit E of this FAA; and
- (3) if the Project included work performed under a municipally-bid contract, prepare and deliver to DNR the completed Contract Utilization of Disadvantaged Business Enterprises (DBE) form attached hereto as Exhibit E of this FAA.

#### Section 4.05. Payment of Additional Project Costs

(a) In the event of revised eligibility determinations, cost overruns, and amendments exceeding the Financial Assistance amount, the SDWLP may allocate additional financial assistance to the Project. The allocation of additional financial assistance may be in the form of a loan at less than the market interest rate, which is established pursuant to the Statute and Regulations. The allocation of additional financial assistance, which shall be at the sole discretion of the State, depends on, among other things, the availability of funds pursuant to the Statute and the Regulations.

(b) In the event this Financial Assistance is not sufficient to pay the costs of the Project in full, the Municipality shall nonetheless complete the Project and pay that portion of the Project Costs as may be in excess of available Financial Assistance, and shall not be entitled to any reimbursement thereof from the SDWLP, or bonds issued to fund Financial Assistance, except from the proceeds of additional financing which may be provided by the SDWLP pursuant to an amendment of this FAA or through a separate financial assistance agreement.

Section 4.06. No Warranty Regarding Condition, Suitability, or Cost of Project Neither the SDWLP, DOA or DNR makes any warranty, either express or implied, as to the Project or its condition, or that it shall be suitable for the Municipality's purposes or needs, or that the Financial Assistance shall be sufficient to pay the costs of the Project. Review or approval of engineering reports, facilities plans, the plans and specifications, or other documents, or the inspection of Project construction by DNR, does not

relieve the Municipality of its responsibility to properly plan, design, and build the Project as required by laws, regulations, permits, and good management practices. DNR or its representatives are not responsible for increased costs resulting from defects in the Project documents. Nothing in this section prohibits a Municipality from requiring more assurances, guarantees, indemnity, or other contractual requirements from any party performing Project work.

## ARTICLE V COVENANTS

Section 5.01. Application of Financial Assistance The Municipality shall apply the proceeds of the Financial Assistance solely to Project Costs.

Section 5.02. Reserved

Section 5.03. Compliance with Law At all times during construction of the Project the Municipality shall comply with all applicable federal, state, and local laws, ordinances, rules, regulations, permits, and approvals, including, without limitation, the Statute, the Regulations, and the Water Diversion Permit (if any), and with this FAA.

Section 5.04. Reserved

Section 5.05. Establishment of Project Accounts; Audits

(a) The Municipality shall maintain Project accounts in accordance with generally accepted accounting principles (GAAP), including standards relating to the reporting of infrastructure assets and directions issued by the SDWLP. Without any request the Municipality shall furnish to DOA as soon as available, and in any event within one hundred eighty (180) days after the close of each fiscal year, a copy of the audit report for such year and accompanying GAAP-based financial statements for such period, as examined and reported by independent certified public accountants of recognized standing selected by the Municipality and reasonably satisfactory to DOA, whose reports shall indicate that the accompanying financial statements have been prepared in conformity with GAAP and include standards relating to the reporting of infrastructure assets.

(b) The Municipality shall maintain a separate account that reflects the receipt and expenditure of all SDWLP funds for the Project. All Financial Assistance shall be credited promptly upon receipt thereof and shall be reimbursement for or expended only for Project Costs. The Municipality shall: permit any authorized representative of DNR or DOA, or agents thereof, the right to review or audit all records relating to the Project or the Financial Assistance; produce, or cause to be produced, all records relating to any work performed under the terms of this FAA for examination at such times as may be designated by any of them; permit extracts and copies of the Project records to be made by any of them; and fulfill information requests by any of them.

Section 5.06. Records The Municipality shall retain all files, books, documents, and records relating to construction of the Project for at least three years following the date of Final Completion of the Project, or for longer periods if necessary due to any appeal, dispute, or litigation. All other files and records relating to the Project shall be retained so long as this FAA remains in effect.

Section 5.07. Project Areas The Municipality shall permit representatives of DNR access to the Project records at all reasonable times, include provisions in any municipally-bid contracts permitting access during construction, and allow extracts and copies of Project records to be made by DNR representatives.

Section 5.08. Engineering Inspection When utilizing a municipally-bid contract, the Municipality shall provide competent and adequate inspection of all Project construction under the direction of a professional engineer licensed in the State. The Municipality shall direct such engineer to inspect work necessary for



the construction of the Project and to determine whether such work has been performed in accordance with applicable building codes.

Section 5.09. Reserved

Section 5.10. User Fee Covenant

(a) The Municipality hereby certifies that it has adopted and shall charge User Fees with respect to the Project in accordance with applicable laws and the Statute and in amounts such that revenues of the Municipality with respect to the Project shall be sufficient, together with other funds available to the Municipality for such purposes, to pay all costs of operating and maintaining the Project in accordance with this FAA.

(b) The Municipality covenants that it shall adopt, and adequately maintain for the design life of the Project, a system of User Fees with respect to the Project. The Municipality covenants that it shall, from time to time, revise and charge User Fees with respect to the Project such that the revenues and funds described in paragraph (a) shall be sufficient to pay the costs described in paragraph (a).

Section 5.11. Notice of Impaired System The Municipality shall promptly notify DNR and DOA in the case of: any material damage to or destruction of the Project or any part thereof; any actual or threatened proceedings for the purpose of taking or otherwise affecting by condemnation, eminent domain, or otherwise, all or a part of the Project; or any action, suit, or proceeding at law or in equity, or by or before any governmental instrumentality or agency, or any other event which may impair the ability of the Municipality to construct the Project, or set and collect User Fees as set forth in Section 5.10.

Section 5.12. Hold Harmless The Municipality shall save, keep harmless, and defend DNR and DOA, and all their officers, employees, and agents, against any and all liability, claims, and costs of whatever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the construction, occupancy, use, service, operation, or performance of work in connection with the Project, or acts or omissions of the Municipality's employees, agents, or representatives.

Section 5.13. Nondiscrimination Covenant

(a) In connection with the Project, the Municipality agrees to comply with fair employment practices pursuant to subchapter II of ch. 111, Wis. Stats. This provision shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Municipality agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provision of the nondiscrimination clause.

(b) The Municipality shall incorporate the following provision into all Project contracts which have yet to be executed: "In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant because of age, race, religion, color, handicap, sex, physical condition, developmental disability, or national origin. The contractor further agrees to comply with fair employment practices pursuant to subchapter II of ch. 111, Wis. Stats. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor further agrees to take affirmative action to ensure equal employment opportunities for persons with disabilities. The contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause."

Section 5.14. Employees The Municipality or its employees or agents are not employees or agents of the DNR or DOA for any purpose including worker's compensation.

Section 5.15. Adequate Funds The Municipality shall have sufficient funds available to repay the Municipal Obligations.

Section 5.16. Management When utilizing a municipally-bid contract, the Municipality shall provide and maintain competent and adequate management, supervision, and inspection at the construction site to ensure that the completed work conforms to applicable building codes. The Municipality shall furnish progress reports and such other information as DNR may require.

Section 5.17. Reimbursement Any disbursement of Financial Assistance to the Municipality in excess of the amount determined by final audit to be due the Municipality shall be reimbursed to DOA within 60 days after DNR or DOA provides a notice stating the amount of excess funds disbursed.

Section 5.18. Unpaid User Fees The Municipality shall, to the fullest extent permitted by law, take all actions necessary to certify any unpaid User Fees to the county treasurer in order that such unpaid User Fees shall be added as a special charge to the property tax bill of the user.

Section 5.19. Rebates The Municipality agrees to pay to the SDWLP any refunds, rebates, credits, or other amounts received for Project Costs for which disbursement of funds has already been made by the SDWLP. The SDWLP shall then apply the amount it receives as a Loan prepayment or as a recovery of a Loan disbursement with Principal Forgiveness (if there is no outstanding principal balance for the Project).

Section 5.20. Maintenance of Legal Existence

(a) Except as provided in par. (b), the Municipality shall maintain its legal existence and shall not dissolve or otherwise dispose of all or substantially all of its assets and shall not consolidate with or merge into another legal entity.

(b) A Municipality may consolidate with or merge into any other legal entity, dissolve or otherwise dispose of all of its assets or substantially all of its assets, or transfer all or substantially all of its assets to another legal entity (and thereafter be released of all further obligation under this FAA and the Municipal Obligations) if:

(1) the resulting, surviving, or transferee legal entity is a legal entity established and duly existing under the laws of Wisconsin;

(2) such resulting, surviving, or transferee legal entity is eligible to receive financial assistance under the Statute;

(3) such resulting, surviving, or transferee legal entity expressly assumes in writing all of the obligations of the Municipality contained in this FAA and the Municipal Obligations and any other documents the SDWLP deems reasonably necessary to protect its environmental and credit interests; and

(4) the SDWLP consents in writing to such transaction, which consent may be withheld in the absolute discretion of the SDWLP.

Section 5.21. Wage Rate Requirements The Municipality represents that it shall comply with Section 1450(e) of the Act (42 USC 300j-9(e)), which requires that all laborers and mechanics employed by contractors and subcontractors funded directly by, or assisted in whole or in part with, funding under the Loan shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor (DOL) in accordance with subchapter IV of chapter 31 of title 40, United States Code.

Section 5.22. American Iron and Steel and Build America, Buy America The Municipality agrees to comply with all federal requirements applicable to the Project, including those imposed by the Infrastructure Investment and Jobs Act, which the Municipality understands requires that all iron and steel, manufactured products, and construction materials used in the Project are to be produced in the United States (Build America, Buy America requirements) unless the Municipality requested and obtained a waiver from the cognizant agency pertaining to the Project or the Project is otherwise covered by a general applicability waiver.

If the Municipality is exempt from Build America, Buy America requirements due to a waiver, the Municipality shall comply with the requirements for use of American Iron and Steel contained in Public Law 115-114 for products used in the Project that are made primarily of iron and/or steel. If the Municipality is not exempt from Build America, Buy America requirements, EPA views the American Iron and Steel requirements as meeting the iron and steel product requirements of Build America, Buy America Section 70914.

The Municipality agrees to comply with all record keeping and reporting requirements under all applicable legal authorities, including any reports required by the funding authority (such as EPA and/or the SDWLP), such as records regarding performance indicators of program deliverables, information on costs, and Project progress reports. The Municipality understands that: (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities, and (ii) failure to comply with the applicable legal requirements and this FAA may result in a default hereunder that results in: a repayment of the assistance agreement in advance of the maturity of the Bonds; termination and/or repayment of grants, cooperative agreements, or direct assistance; or other remedial actions.

Section 5.23. Federal Single Audit At the time of signing of this FAA, the funds awarded to the Municipality for this Project are considered to be subject to federal single audit requirements, but such consideration may change subsequent to this FAA if any changes are made to federal single audit requirements applicable to municipalities. To the extent applicable, the Municipality shall comply with the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Rewards (Uniform Guidance). For auditor's reference, the SDWLP Project falls under Catalog of Federal Domestic Assistance number 66.468. Without any request the Municipality shall furnish to DOA, at [doaeif@wisconsin.gov](mailto:doaeif@wisconsin.gov) as soon as available, and in any event within 30 days after completion, the Federal Single Audit. Notification must include acknowledgement of any SRF findings and/or resolution to prior year findings.

Section 5.24. Federal Equivalency Project The Municipality covenants that the Project shall comply with federal requirements applicable to activities supported with federal funds, a list of which is included as Exhibit G of this FAA.

## ARTICLE VI MISCELLANEOUS

Section 6.01. Notices All notices, certificates, or other communications hereunder shall be sufficiently given, and shall be deemed given, when hand delivered or mailed by registered or certified mail, postage prepaid, return receipt requested to the addresses set forth below:

- (a) DEPARTMENT OF ADMINISTRATION  
OFFICE OF CAPITAL FINANCE  
SAFE DRINKING WATER LOAN PROGRAM  
101 EAST WILSON STREET 10TH FLOOR  
MADISON WI 53702-0004  
OR  
PO BOX 7864  
MADISON WI 53707-7864
- (b) DEPARTMENT OF NATURAL RESOURCES  
BUREAU OF COMMUNITY FINANCIAL ASSISTANCE  
101 SOUTH WEBSTER STREET CF/2  
MADISON WI 53702-0005  
OR  
PO BOX 7921  
MADISON WI 53707-7921
- (c) US BANK CORP TRUST  
MATTHEW HAMILTON EP-MN-WS3T  
60 LIVINGSTON AVENUE  
ST PAUL MN 55101-2292
- (d) CITY OF SHEBOYGAN  
828 CENTER AVENUE  
SHEBOYGAN WI 53081

Any of the foregoing parties may designate any further or different addresses to which subsequent notices, certificates, or other communications shall be sent, by notice in writing given to the others. Any notice herein shall be delivered simultaneously to DNR and DOA.

Section 6.02. Binding Effect This FAA shall be for the benefit of, and shall be binding upon, the SDWLP and the Municipality, and their respective successors and assigns.

Section 6.03. Severability In the event any provision of this FAA shall be held illegal, invalid, or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable, or otherwise affect any other provision hereof.

Section 6.04. Amendments, Supplements, and Modifications This FAA may be amended, supplemented, or modified to provide for additional financial assistance for the Project by the SDWLP to the Municipality or for other purposes. All amendments, supplements, and modifications shall be in writing between the SDWLP by DNR and DOA acting under authority of the Statute and the Municipality.

Section 6.05. Execution in Counterparts This FAA may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

Section 6.06. Applicable Law This FAA shall be governed by and construed in accordance with the laws of the State, including the Statute.

Section 6.07. Benefit of Financial Assistance Agreement This FAA is executed, among other reasons, to induce the purchase of the Municipal Obligations. Accordingly, all duties, covenants, obligations, and agreements of the Municipality herein contained are hereby declared to be for the benefit of, and are enforceable by, the SDWLP, the Trustee, or their authorized agents.

Section 6.08. Further Assurances The Municipality shall, at the request of DNR and DOA, authorize, execute, acknowledge, and deliver such further resolutions, conveyances, transfers, assurances, financing

statements, and other instruments as may be necessary or desirable for: better assuring, conveying, awarding, assigning, and confirming the rights, security interests, and agreements awarded or intended to be awarded by this FAA and relating to the Municipal Obligations.

Section 6.09. Assignment of Municipal Obligations The Municipality hereby agrees that the Municipal Obligations may be sold, transferred, pledged, or hypothecated to any third party without the consent of the Municipality.

Section 6.10. Covenant by Municipality as to Compliance with Program Resolution The Municipality covenants and agrees that it shall comply with the provisions of the Program Resolution with respect to the Municipality, and that the Trustee and the owners of the Bonds shall have the power and authority provided in the Program Resolution. The Municipality further agrees to aid in the furnishing to DNR, DOA, or the Trustee of opinions that may be required under the Program Resolution.

Section 6.11. Termination This FAA may be terminated in whole or in part pursuant to one or more of the following:

- (a) The SDWLP and the Municipality may enter into an agreement to terminate this FAA at any time. The termination agreement shall establish the effective date of termination of this FAA, the basis for settlement of termination costs, and the amount and date of payment of any sums due either party.
- (b) If the Municipality wishes to unilaterally terminate all or any part of the Project work for which Financial Assistance has been awarded, the Municipality shall promptly give written notice to DNR. If the SDWLP determines that there is a reasonable basis for the requested termination, the SDWLP may enter into a termination agreement, including provisions for FAA termination costs, effective with the date of cessation of the Project work by the Municipality. If the SDWLP determines that the Municipality has ceased work on the Project without reasonable basis, the SDWLP may unilaterally terminate Financial Assistance or rescind this FAA.

Section 6.12. Rescission The SDWLP may rescind this FAA prior to the first disbursement of any funds hereunder if it determines that:

- (a) there has been substantial non-performance of the Project work by the recipient without justification under the circumstances;
- (b) there is substantial evidence this FAA was obtained by fraud;
- (c) there is substantial evidence of gross abuse or corrupt practices in the administration of the Project;
- (d) the Municipality has failed to comply with the covenants contained in this FAA; or
- (e) any of the representations of the Municipality contained in this FAA were false in any material respect.

IN WITNESS WHEREOF, the SDWLP and the Municipality have caused this FAA to be executed and delivered, as of the date and year first written above.

CITY OF SHEBOYGAN

By: \_\_\_\_\_  
Ryan Sorenson  
Mayor

Attest: \_\_\_\_\_  
Meredith DeBruin  
City Clerk

STATE OF WISCONSIN  
DEPARTMENT OF ADMINISTRATION

By: \_\_\_\_\_  
Authorized Officer

STATE OF WISCONSIN  
DEPARTMENT OF NATURAL RESOURCES

By: \_\_\_\_\_  
Authorized Officer

EXHIBIT A  
PROJECT BUDGET SHEET

CITY OF SHEBOYGAN  
SDWLP Project No. 4901-13

|   | <b>Total Project<br/>Costs/SDWLP<br/>Total Award<br/>Amount for this<br/>Project</b> |
|---|--|
| Force Account                           | 0  |
| Interim Financing                       | 0  |
| Preliminary Engineering                 | 0  |
| Land or Easement<br>Acquisition         | 0  |
| Engineering/Construction<br>Mgmt.       | 0  |
| Construction/Equipment                  | 250,000  |
| Contingency                             | 0  |
| Miscellaneous Costs                     | 25,000   |
| SDWLP Closing Costs                     | 15,000   |
| <b>TOTAL</b>                            | <b>\$290,000</b>   |
| <b>Principal Forgiveness<br/>Amount</b> | <b>\$125,000</b>   |
| <b>Net SDW Loan Amount</b>              | <b>\$165,000</b>   |

(A) Principal Forgiveness is calculated and awarded up to 50% of the private side construction costs of \$250,000, which is up to \$125,000 of principal forgiveness

**Exhibit B****Sheboygan, City, Wisconsin**

Project # 4901-13 Safe Drinking Water LSL Project

Loan Closing Date:

**August 27, 2025**

| <u>Payment<br/>Date</u> | <u>Principal<br/>Payment</u> | <u>Interest<br/>Rate</u> | <u>Interest<br/>Payment</u> | <u>Principal &amp;<br/>Interest</u> | <u>Bond Year<br/>Debt Service</u> | <u>Calendar Year<br/>Debt Service</u> |
|-------------------------|------------------------------|--------------------------|-----------------------------|-------------------------------------|-----------------------------------|---------------------------------------|
| 1-Nov-25                | 0.00                         | 0.250%                   | 73.33                       | 73.33                               | 0.00                              | 73.33                                 |
| 1-May-26                | 0.00                         | 0.250%                   | 206.25                      | 206.25                              | 279.58                            | 0.00                                  |
| 1-Nov-26                | 0.00                         | 0.250%                   | 206.25                      | 206.25                              | 0.00                              | 412.50                                |
| 1-May-27                | 18,150.76                    | 0.250%                   | 206.25                      | 18,357.01                           | 18,563.26                         | 0.00                                  |
| 1-Nov-27                | 0.00                         | 0.250%                   | 183.56                      | 183.56                              | 0.00                              | 18,540.57                             |
| 1-May-28                | 18,196.14                    | 0.250%                   | 183.56                      | 18,379.70                           | 18,563.26                         | 0.00                                  |
| 1-Nov-28                | 0.00                         | 0.250%                   | 160.82                      | 160.82                              | 0.00                              | 18,540.52                             |
| 1-May-29                | 18,241.63                    | 0.250%                   | 160.82                      | 18,402.45                           | 18,563.27                         | 0.00                                  |
| 1-Nov-29                | 0.00                         | 0.250%                   | 138.01                      | 138.01                              | 0.00                              | 18,540.46                             |
| 1-May-30                | 18,287.23                    | 0.250%                   | 138.01                      | 18,425.24                           | 18,563.25                         | 0.00                                  |
| 1-Nov-30                | 0.00                         | 0.250%                   | 115.16                      | 115.16                              | 0.00                              | 18,540.40                             |
| 1-May-31                | 18,332.95                    | 0.250%                   | 115.16                      | 18,448.11                           | 18,563.27                         | 0.00                                  |
| 1-Nov-31                | 0.00                         | 0.250%                   | 92.24                       | 92.24                               | 0.00                              | 18,540.35                             |
| 1-May-32                | 18,378.79                    | 0.250%                   | 92.24                       | 18,471.03                           | 18,563.27                         | 0.00                                  |
| 1-Nov-32                | 0.00                         | 0.250%                   | 69.27                       | 69.27                               | 0.00                              | 18,540.30                             |
| 1-May-33                | 18,424.73                    | 0.250%                   | 69.27                       | 18,494.00                           | 18,563.27                         | 0.00                                  |
| 1-Nov-33                | 0.00                         | 0.250%                   | 46.23                       | 46.23                               | 0.00                              | 18,540.23                             |
| 1-May-34                | 18,470.80                    | 0.250%                   | 46.23                       | 18,517.03                           | 18,563.26                         | 0.00                                  |
| 1-Nov-34                | 0.00                         | 0.250%                   | 23.15                       | 23.15                               | 0.00                              | 18,540.18                             |
| 1-May-35                | 18,516.97                    | 0.250%                   | 23.15                       | 18,540.12                           | 18,563.27                         | 18,540.12                             |

|        |            |  |          |            |            |            |
|--------|------------|--|----------|------------|------------|------------|
| Totals | 165,000.00 |  | 2,348.96 | 167,348.96 | 167,348.96 | 167,348.96 |
|--------|------------|--|----------|------------|------------|------------|

|                   |          |
|-------------------|----------|
| Net Interest Rate | 0.2500%  |
| Bond Years        | 939.5800 |
| Average Life      | 5.6944   |

The above schedule assumes full disbursement of the loan on the loan closing date.

14-Jul-25 Wisconsin Department of Administration

B - 1



### Loan Payment Schedule Comments

Please review the preceding loan payment schedule. It shows the dates of your first interest and principal payments. The preceding loan payment schedule assumes you draw all the loan funds on the loan closing date. Borrowers often draw loan funds over time. Interest only accrues on the funds disbursed and only after the date of each disbursement.

You can view your payment schedule based on disbursements to date at <http://eif.doa.wi.gov/>. Select Loan Payment Schedule on the lower half of the page. You can also request loan payment information from [doaeif@wisconsin.gov](mailto:doaeif@wisconsin.gov).

You can generate additional reports at <http://eif.doa.wi.gov/>.

#### Available Report

Auditor Verification Report

#### Information Provided

Information commonly requested by municipal auditors.  
Available for completed calendar years.

Loan Account History

Loan disbursements, principal payments, and loan balance.

Loan Payment Schedule

Future principal and interest payments for disbursements.

Payment History

Past principal and interest payments.

Disbursement History

Past loan and grant disbursements.

Use the Output to Excel button at the bottom of the page to create your report in Microsoft Excel. Find details on generating reports at <http://eif.doa.wi.gov/siteDescr.htm>.

The Environmental Improvement Fund sends invoices semi-annually. You will receive an invoice approximately 45 days prior to the due date. If you have multiple loans, we will send a single invoice showing the payment amount for each loan.

May 1: principal and interest payments due

November 1: interest payments due

For more information about your payment schedule, please email [doaeif@wisconsin.gov](mailto:doaeif@wisconsin.gov).  
The first available staff will respond to your inquiry.

## EXHIBIT C

FEDERAL REQUIREMENTS COMPLIANCE CERTIFICATION

## [Prepare on Municipal Letterhead at Project Completion and Closeout]

The undersigned officials of the City of Sheboygan (the "Municipality") hereby certify that, for all expenditures made for construction of DNR Project No. 4901-13 (the "Project"), the Municipality has met the prevailing wage rate requirements of the Davis-Bacon Act.

The Municipality further certifies that, after taking into account any national or project-specific waivers approved by the U.S. Environmental Protection Agency, DNR Project No. 4901-13 has met the requirements for Build America, Buy America of the Infrastructure Investment and Jobs Act, Public Law No. 117-58, §§ 70901-52, and the use of American Iron and Steel mandated under EPA's Drinking Water State Revolving Fund Program.

The above certification is determined, after due and diligent investigation, to be true and accurate to the best of my knowledge.

By: \_\_\_\_\_  
 [Name of Municipal Official or  
 Authorized Representative]  
 [Title]

Dated as of: \_\_\_\_\_

Attest: \_\_\_\_\_  
 [Name of Clerk or Secretary]  
 [Title]

Dated as of: \_\_\_\_\_

EXHIBIT D

OPERATING CONTRACTS

As of the date of this FAA, the Municipality does not have any contracts with private entities or other governmental units to operate its Water System.

**UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE)**

**Notice:** This form is authorized by ss. 281.58, 281.59, and 281.61, Wis. Stats. Submittal of a completed form to the DNR is mandatory prior to receiving a final disbursement. Dollar amounts listed on the form should only include amounts paid under the Financial Assistance Agreement. Information collected on this form will be used for administrative purposes and may be provided to requesters to the extent required by Wisconsin's Public Records Law [ss. 19.31–19.39, Wis. Stats.].

Municipality  
City of Sheboygan

Project Number  
4901-13

Project Description  
BIL SFY25 LSL Program

| Are any DBEs expected to be utilized on the project? If yes, list below. Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |  |                                   |                        | Enter at Project Closeout          |                           |
|--|--|-----------------------------------|------------------------|------------------------------------|---------------------------|
| DBE Firm   | Indicate DBE Type  | Construction or Non-construction* | Contract Estimate (\$) | Actual Amount Paid to the DBE (\$) | Certifying Agency or List |
| SAMPLE: ABC Engineering, LLC.  | X MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other                        | Non-construction                  | 10,000                 | 9,950                              | WisDOT                    |
|  | <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other |                                   |                        |                                    |                           |
|  | <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other |                                   |                        |                                    |                           |
|  | <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other |                                   |                        |                                    |                           |
|  | <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other |                                   |                        |                                    |                           |
|  | <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other |                                   |                        |                                    |                           |
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|  | <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other |                                   |                        |                                    |                           |
|  | <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other |                                   |                        |                                    |                           |

\* Construction costs include but are not limited to paving, excavation, HVAC, plumbing, electrical, carpentry, trucking, and equipment. Non-construction costs include but are not limited to professional services, engineering, land acquisition, and supplies.

I hereby certify that, to the best of my knowledge and belief, the information provided on this form is accurate and correct.

|                                       |               |              |
|---------------------------------------|---------------|--------------|
| Signature of Municipal Representative |               | Date Signed  |
| Name of Person Completing This Form   | Email Address | Phone Number |

## EXHIBIT F

PROJECT MANAGER SUMMARY PAGE

CITY OF SHEBOYGAN  
SDWLP Project No. 4901-13

1. **Project Description:** The Municipality has been a participant in DNR's private side Lead Service Line (LSL) replacement program since 2017. The Municipality passed an LSL replacement ordinance on July 6, 2020, which also established a financial assistance program. In the City of Sheboygan, the property owner owns the entire length of the service line from the water main to the meter. This Project is utilizing a prequalified list of plumbers to replace approximately 30 private LSLs city-wide. Lead Service Line replacements within designated census tracts 5, 8, and 114 will be funded under project no. 4901-14.

For private side LSL replacements completed through the prequalified list, the property owner and plumber will contract directly. The Municipality will cover 50% of the total costs in the form of a grant to the property owner. The property owner may pay the remaining 50% in full or in the form of a loan at 0% interest over a 36- or 72-month period.

Eligible replacements under this FAA consist of the replacement of Lead Service Lines from the corporation stop or the curb stop of a municipally-owned water main or Service Line to the meter, or other water utility service terminal on the served property.

All LSL replacements must result in complete removal of all lead components between the watermain and the connection point inside the building. Galvanized Service Lines, on the public or the private side, are considered lead for the purpose of determining whether a Lead Service Line has been completely replaced.

If a Lead Service Line, including both the public portion and the private portion of the line, cannot be replaced in its entirety at one time, resulting in a Service Line that is temporarily composed partially of lead, the water utility is required to provide the customer with filtration during the time between replacements. Filters must be models that have been tested and certified to NSF/ANSI 53 for the reduction of lead. Filters must also be supplied for six months following full LSL replacement. Funding through this FAA shall not be disbursed for those lines until all lead components have been completely replaced, and such replacement is recommended to be completed within 45 days of the initial replacement of a portion of the Lead Service Line but should be replaced within 90 days, unless the public side of the Lead Service Line was replaced prior to participation in the LSL Replacement Program. Please refer to the LSL Replacement Best Practices document attached as Exhibit H.

2. **Ineligible Costs:** No ineligible costs were identified in the review of this Project. If the DNR identifies ineligible Project Costs as the Project progresses, the DNR will notify the Municipality.

In general, costs that are ineligible for inclusion under this FAA include:

- LSL replacements where either the public side or the private side contains lead and has not been replaced (partial replacements);
- Watermain replacements, even if the watermain has lead joints;
- Premise plumbing, which includes anything downstream of the normal connection point inside the home.

3. **Miscellaneous Costs:** As shown in the Project Budget Sheet Summary (Exhibit A), SDWLP funding in the amount of \$25,000.00 is included in the Miscellaneous category for:
  - ♦ Administrative Expenses - \$20,000
  - ♦ Financial Advisor - \$5,000

4. DBE Good Faith Effort: The Municipality made a good faith effort by encouraging DBEs to prequalify in the request for qualifications. No DBEs are expected to be utilized on the Project.
5. Davis-Bacon Wage Rate Requirements: For projects where the property owner contracts directly with a plumber or contractor from a prequalified list, Davis-Bacon and Related Acts requirements apply to all replacements unless:
  - The plumber/contractor is a sole proprietor or a partnership where the owners perform all the work on the project (an owner must have at least 20% equity interest in the business and be actively involved in management); or
  - The cost of the replacement is \$2,000 or less.

It is the municipality's responsibility to verify plumber/contractor employee status in order to determine if Davis-Bacon requirements apply.

6. Build America, Buy America: This Project is subject to the Build America, Buy America requirements of Title IX of the Infrastructure Investment and Jobs Act, Public Law No. 117-58, §§ 70901-52. If this Project is exempt from Build America, Buy America requirements under a project specific or general applicability waiver, the Project is still subject to use of American Iron and Steel requirements of Section 1452 of the Act.
7. Environmental Review: The SDWLP has determined through an environmental assessment that the Project will result in a categorical exclusion. A construction site storm water permit may be required if the contiguous project area exceeds one acre. Some project areas are within 300 feet of waterways, therefore erosion mitigation measures should be utilized as circumstances dictate. Voluntary conservation measures for the Rusty Patched Bumble Bee are recommended for replanting in applicable disturbed areas.
8. Principal Forgiveness: The Project is awarded Principal Forgiveness of 50% for private side construction costs, up to a total of \$125,000. This Principal Forgiveness is solely for the purpose of reducing the cost borne by property owners for replacement of their Lead Service Line.
9. Federal Single Audit: This Project is being financed with federal funds and is subject to the Federal Single Audit requirements referenced in Section 5.23 of this FAA. If the Municipality receives more than \$1,000,000 of money that originates from any federal source in a calendar year, then it must commission a Federal Single Audit as part of its regular financial audit. The Catalog of Federal Domestic Assistance number is 66.468 for drinking water project disbursements funded with federal money.
10. Closeout Documentation: At Project completion the Municipality must submit to DNR the documentation described in section 4.04(b) of this FAA, which will include reporting for each replaced Service Line:
  1. property address,
  2. property type (residential, school, daycare, commercial, other),
  3. original Service Line material,
  4. new Service Line material; and,
  5. Service Line ownership (public, private, both)

## EXHIBIT G

LIST OF FEDERAL LAWS AND AUTHORITIES

The Municipality acknowledges that the Project is designated as a Federal Equivalency project, which is subject to additional federal requirements listed below.

- Archaeological and Historic Preservation Act of 1974 (P.L. 93-291, as amended) 16 U.S.C. §469a-1
- Build America, Buy America Act (BABA), P.L. 117-58, §§ 70901-52
- Clean Air Act Conformity (P.L. 95-95, as amended) 42 U.S.C. §7506(c)
- Coastal Barriers Resources Act (P.L. 97-348) 16 U.S.C. §3501 et. seq.
- Coastal Zone Management Act (P.L. 92-583, as amended) 16 U.S.C. §1451 et. seq.
- Debarment and Suspension (Executive Order 12549)
- Demonstration Cities & Metropolitan Development Act (P.L. 89-754, as amended) 42 U.S.C. §3331 et. seq.
- Endangered Species Act (P.L. 93-205, as amended) 16 U.S.C. §1531 et. seq.
- Enhancing Public Awareness of SRF Assistance Agreements (EPA Office of Water Memo dated June 3, 2015)
- Environmental Justice (Executive Order 12898)
- Equal Employment Opportunity (Executive Order 11246)
- Farmland Protection Policy Act (P.L. 97-98) 7 U.S.C. §4201 et. seq.
- Federal Single Audit Act (2 CFR 200 Subpart F)
- Fish and Wildlife Coordination Act (P.L. 85-624, as amended) 16 U.S.C. §661
- Floodplain Management (Executive Order 11988, as amended)
- National Historic Preservation Act of 1966 (P.L. 89-665, as amended) 54 U.S.C. §300101 et. seq.
- NEPA-like Environmental Review (National Environmental Policy Act)
- Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR 200.216)
- Promoting the Use of Small, Minority, & Women-owned Businesses (Executive Orders 11625, 12138, & 12432)
- Protection and Enhancement of the Cultural Environment (Executive Order 11593)
- Protection of Wetlands (Executive Order 11990, as amended)
- Uniform Relocation Assistance and Real Property Acquisition Policies Act (P.L. 91-646, as amended)
- Wild & Scenic Rivers Act (P.L. 90-542, as amended) 16 U.S.C. §1271 et. seq.

## EXHIBIT H

**BEST PRACTICES FOR LEAD SERVICE LINE REPLACEMENTS**

➤ **Participants in the Lead Service Line Replacement Program are expected to follow these steps.**

**Lead Service Line Replacement Requirements under the Lead & Copper Rule Revisions (LCRR)**

1. **Notice and Public Education.** Provide notice to the owner of the affected service line as well as non-owner resident(s) served by the affected service line within 24 hours of completion of the replacement. The notice must include all the following information, in accordance with §141.85(a) of the LCRR.
  - Explain that consumers may experience a temporary increase of lead levels in their drinking water due to the replacement.
  - Provide information about the health effects of lead.
  - Provide information about actions consumers can take to minimize their exposure to lead in drinking water.
2. **Flushing Information.** Provide information about service line flushing before the replaced service line is returned to service.
3. **Filters.** Provide the consumer(s) with a pitcher filter or point-of-use device certified by an American National Standards Institute accredited certifier to NSF/ANSI 53 for the reduction of lead, six months of replacement cartridges, and instructions for use before the replaced service line is returned to service.
4. **Follow-up Sampling.** Offer to the consumer to take a follow up tap sample between three months and six months after completion of the replacement and provide the results of the sample to the consumer.



**CITY OF SHEBOYGAN  
RESOLUTION 76-25-26**

**BY ALDERPERSONS DEKKER AND PERRELLA.**

**AUGUST 4, 2025.**

A RESOLUTION authorizing the appropriate City officials to execute the Department of Natural Resources Principal Forgiven Financial Assistance Agreement regarding DNR Project No. 4901-14.

WHEREAS, the City of Sheboygan (the “Municipality”) wishes to undertake a project to replace private lead service lines, identified as DNR No. 4901-14 (the “Project”); and

WHEREAS, the Municipality has applied to the Safe Drinking Water Loan Program (the “SDWLP”) for financial assistance in the form of a loan made by the SDWLP to the Municipality of which all the principal will be forgiven at the time that loan disbursements are made to the Municipality, pursuant to the DNR Financial Assistance Agreement, a copy of which is attached hereto; and

WHEREAS, the SDWLP has determined that it can provide a loan with principal forgiveness in an amount up to \$3,000,000 that it has identified as being eligible for SDWLP funding; and

WHEREAS, it is appropriate to suspend the rules in order to adopt this Resolution and return documents to the DNR by no later than August 8, 2025.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and City Clerk are authorized by and on behalf of the Municipality to execute the Principal Forgiven Financial Assistance Agreement that contains the terms and conditions of the SDWLP award for the Project. The Principal Forgiven Financial Assistance Agreement is incorporated herein by this reference.

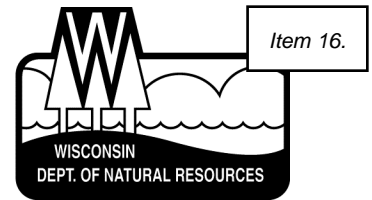
PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

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

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



July 28, 2025

JOE TRUEBLOOD, WATER UTILITY SUPERINTENDENT  
CITY OF SHEBOYGAN  
828 CENTER AVENUE  
SHEBOYGAN WI 53081

SUBJECT: Safe Drinking Water Loan Program, Project No. 4901-14  
BIL SFY25 LSL Program - Census Tracts 5, 8, 114  
Financial Assistance Agreement - August 27, 2025

Dear Mr. Trueblood:

Your project manager prepared the following documents for your Safe Drinking Water Loan Program (SDWLP) loan closing:

1. SDWLP Loan Closing Schedule - Attachment 1
2. Financial Assistance Agreement Summary/Distribution Sheet - Attachment 2
3. Financial Assistance Agreement (FAA)

To close the loan on August 27, 2025, we need to follow the Loan Closing Schedule (Attachment 1).

The City of Sheboygan has three (3) working days upon receipt of wired SDWLP funds to do one or more of the following:

1. Pay the project invoices identified in the SDWLP disbursement request.
2. Reimburse an internal municipal account from which eligible project costs were paid. This reimbursement must adhere to current U.S. Treasury Regulations.
3. Disburse payments to the bank or financial institution for projects that are being refinanced.

Execution of the FAA creates a binding obligation in all respects. Any negotiation of terms and conditions or determinations must occur prior to adoption of the Resolution and execution of the enclosed FAA document.

The Project Manager Summary Page (Exhibit F of the FAA) further explains certain assumptions and decisions affecting preparation of your FAA.

Please contact your project manager, Sarah Bolitho, at 608-960-2927, for assistance with execution of the FAA, Request for Disbursement (Form 8700-215), or other SDWLP documents.

Thank you for your interest in the Safe Drinking Water Loan Program.

Sincerely,

Matthew Marcum, Section Manager  
Environmental Loans Section  
Bureau of Community Financial Assistance

Electronic Copies: Brent Binder - DNR SE/Milwaukee  
Capital Finance Office - DOA/10

ATTACHMENT #1

Safe Drinking Water Loan Program Project No. 4901-14  
City of Sheboygan  
BIL SFY25 LSL Program - Census Tracts 5, 8, 114  
Financial Assistance Agreement – Closing Schedule

By July 14, 2025:

- Department of Natural Resources (DNR) project manager distributes Financial Assistance Agreement (FAA) to Department of Administration (DOA) for review.

By July 28, 2025:

- Department of Natural Resources (DNR) project manager distributes documents to the City of Sheboygan.

On August 4, 2025:

- Municipality holds properly noticed meeting at which time:
  1. Principal Forgiveness Resolution is adopted.
  2. DNR FAA (printed single sided) is signed by municipal officials.

NOTE: *Most documents must be signed by Highest Elected Official & Clerk/Secretary and some documents must have municipal seal applied. **Do not sign any Exhibits.***

By August 5, 2025, VIA OVERNIGHT DELIVERY:

- Municipality scans FAA signature page and sends via e-mail to Jessica Fandrich and Sarah Bolitho.

August 27, 2025:

- Loan Closing Day.

**ATTACHMENT #2**

Safe Drinking Water Loan Program Project No. 4901-14  
City of Sheboygan  
BIL SFY25 LSL Program - Census Tracts 5, 8, 114  
Financial Assistance Agreement Summary  
Distribution Sheet

**LOAN INFO**

Total Project Amount: \$3,000,000

Principal Forgiveness Amount: \$3,000,000

Pledge: N/A

Federal Equivalency Project: ☒ Yes ☐ No

Composite Interest Rate: 0.250%

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**DOCUMENT INFO**

Date of Resolution – August 4, 2025

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**CLOSING INFO**

Refinancing: None                      Date of Refinancing: N/A

Estimated First Disbursement: N/A

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**MUNICIPAL INFO**

Municipal ID: 59281

Substantial Completion Date: December 31, 2026

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**DISTRIBUTION**

**Department of Natural Resources**

Sarah Bolitho  
Bureau of Community Financial Assistance  
101 South Webster Street, 2nd Floor  
PO Box 7921  
Madison WI 53707-7921  
608-960-2927  
sarah.bolitho@wisconsin.gov

**Municipality**

Joe Trueblood  
City of Sheboygan  
828 Center Avenue  
Sheboygan WI 53081  
920-459-3361  
joetrueblood@sheboyganwater.org

**Department of Administration**

Jessica Fandrich  
State of Wisconsin DOA Capital Finance Office  
101 East Wilson Street, 10th Floor  
PO Box 7864  
Madison WI 53707-7864  
608-267-2734  
jessica.fandrich1@wisconsin.gov

**Municipal Bond Counsel**

Jacob Lichter  
Quarles & Brady LLP  
411 East Wisconsin Avenue, Suite 2400  
Milwaukee WI 53202-4426  
414-277-5000  
jacob.lichter@quarles.com

State of Wisconsin  
 Department of Natural Resources  
 Bureau of Community Financial Assistance  
 101 South Webster Street, 2<sup>nd</sup> Floor  
 PO Box 7921  
 Madison, Wisconsin 53707-7921

Financial Assistance Agreement  
 Safe Drinking Water Loan Program  
 Form 8700-214B rev 10/24

STATE OF WISCONSIN SAFE DRINKING WATER LOAN PROGRAM  
 LEAD SERVICE LINE (LSL) PRINCIPAL FORGIVEN FINANCIAL ASSISTANCE AGREEMENT

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STATE OF WISCONSIN  
 DEPARTMENT OF NATURAL RESOURCES  
 DEPARTMENT OF ADMINISTRATION

and

CITY OF SHEBOYGAN

---

\$3,000,000 With \$3,000,000 PRINCIPAL FORGIVENESS

FINANCIAL ASSISTANCE AGREEMENT

---

Dated as of August 27, 2025

---

This constitutes a **Financial Assistance Agreement** under the State of Wisconsin's Safe Drinking Water Loan Program. This agreement is awarded pursuant to ss. 281.59 and 281.61, Wis. Stats. The purpose of this agreement is to award financial assistance from the Safe Drinking Water Loan Program. This agreement also discloses the terms and conditions of this award.

This agreement is only effective when signed by authorized officers of the municipality, the State of Wisconsin Department of Natural Resources, and the State of Wisconsin Department of Administration.

The Department of Natural Resources and the Department of Administration may rescind or terminate this agreement if the municipality fails to comply with the terms and conditions contained within. Any determination or certification made in this agreement by the Department of Natural Resources or the Department of Administration is made solely for the purpose of providing financial assistance under the Safe Drinking Water Loan Program.

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Municipal Identification No. 59281  
 Safe Drinking Water Loan Program Project No. 4901-14

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## WITNESSETH:

WHEREAS, this is a FINANCIAL ASSISTANCE AGREEMENT (the "FAA"), dated August 27, 2025, between the STATE OF WISCONSIN Safe Drinking Water Loan Program (the "SDWLP"), by the Department of Natural Resources (the "DNR") and the Department of Administration (the "DOA"), acting under authority of ss. 281.59 and 281.61, Wis. Stats., as amended (the "Statute"), and the City of Sheboygan, a municipality within the meaning of the Statute, duly organized and existing under the laws of the State of Wisconsin (the "Municipality"); and

WHEREAS, the United States, pursuant to the Federal Safe Drinking Water Act Amendments of 1996 (the "Act"), requires each state to establish a drinking water revolving loan fund to be administered by an instrumentality of the state before the state may receive capitalization grants for eligible projects from the United States Environmental Protection Agency (the "EPA"), or any successor which may succeed to the administration of the program established by the Act; and

WHEREAS, the State of Wisconsin has, pursuant to the Statute, established the SDWLP to be used in part for purposes of the Act; and

WHEREAS, the State of Wisconsin has, pursuant to s. 25.43, Wis. Stats., established a State of Wisconsin Environmental Improvement Fund which includes the SDWLP; and

WHEREAS, DNR and DOA have the joint responsibility to provide SDWLP financial assistance to municipalities for the construction of eligible drinking water projects, all as set forth in the Statute; and

WHEREAS, the Municipality has submitted to DNR an application for financial assistance (the "Application") for a project (the "Project"), and DNR has approved the Application and determined the Application meets the DNR criteria for project eligibility established in applicable state statutes and regulations; and

WHEREAS, DNR has determined that the Municipality and the Project are not ineligible for financial assistance under s. 281.61(2g), Wis. Stats.; and

WHEREAS, DNR has determined the SDWLP will provide financial assistance to the Municipality by making a loan (the "Loan") under s. 281.59(9), Wis. Stats., for the purposes of that subsection, and providing Principal Forgiveness of the Loan principal;

NOW, THEREFORE, in consideration of the promises and of the mutual representations, covenants, and agreements herein set forth, the SDWLP and the Municipality, each binding itself, its successors, and its assigns, do mutually promise, covenant, and agree as follows:



ARTICLE I  
DEFINITIONS; RULES OF INTERPRETATION

Section 1.01. Definitions The following capitalized terms as used in this FAA shall have the following meanings:

"Act" means the federal Safe Drinking Water Act, 42 U.S.C. 300f to 300j-26.

"American Iron and Steel" means the requirements for using American iron and steel as mandated under EPA's Drinking Water State Revolving Fund Program.

"Application" means the written application of the Municipality dated June 27, 2024, for financial assistance under the Statute.

"Bipartisan Infrastructure Law" or "BIL" means the federal Infrastructure Investment and Jobs Act signed into law on November 15, 2021.

"Build America, Buy America" means Title IX of the Infrastructure Investment and Jobs Act, Publ. L. No. 117-58, §§ 70901-52.

"Business Day" means any day on which State offices are open to conduct business.

"CWFP" means the State of Wisconsin Clean Water Fund Program, established pursuant to ss. 281.58 and 281.59, Wis. Stats., and managed and administered by DNR and DOA.

"DNR" means the State of Wisconsin Department of Natural Resources and any successor entity.

"DOA" means the State of Wisconsin Department of Administration and any successor entity.

"EPA" means the United States Environmental Protection Agency or any successor entity that may succeed to the administration of the program established by the Act.

"Final Completion" means all Service Lines to be financed under this FAA have been installed and the Municipality has submitted all necessary Project closeout documentation, including the final request for disbursement of Financial Assistance to the Municipality.

"Financial Assistance" means any proceeds provided under this Financial Assistance Agreement in the form of a Loan of which the Loan principal will be forgiven.

"Financial Assistance Agreement" or "FAA" means this Financial Assistance Agreement between the SDWLP, by DNR and DOA, and the Municipality.

"Lead Service Line" or "LSL" means (i) all or a portion of a water Service Line constructed of lead, and/or (ii) all or a portion of a water Service Line constructed of galvanized material that is or was downstream of lead.

"Loan" means the loan made by the SDWLP to the Municipality of which the principal will be forgiven pursuant to this FAA at the time Loan disbursements are made.

"Municipality" means City of Sheboygan, a "local governmental unit" or "municipality" within the meaning of the Statute, duly organized and existing under the laws of the State, and any successor entity.

"Principal Forgiveness" means Financial Assistance received in the form of forgiveness of Loan principal amounts pursuant to the Act, Regulations, and this FAA of which no repayment thereof shall be required except as may be required per the Act, Statute, Regulations, or this FAA.

"Project" means the project assigned SDWLP Project No. 4901-14 by DNR, described in the Project Manager Summary (Exhibit B).

"Project Costs" means the costs of the Project that are eligible for financial assistance from the SDWLP under the Statute, which are allowable costs under the Regulations, or are costs for which DNR granted a variance to a portion of the Regulations to make them allowable, which have been incurred by the Municipality or the applicable private property owner, an estimate of which is set forth in Exhibit A hereto and made a part hereof.

"Regulations" means the Act; the BIL; chs. NR 150, NR 166, NR 809, NR 810, and NR 811, Wis. Adm. Code, the regulations of DNR, and ch. Adm. 35, Wis. Adm. Code, the regulations of DOA, adopted pursuant to and in furtherance of the Statute, and ch. 145, Wis. Stats, as administered by the Department of Safety and Professional Services, as such may be adopted or amended from time to time.

"SDWLP" means State of Wisconsin Safe Drinking Water Loan Program, established pursuant to the Statute and managed and administered by DNR and DOA.

"Service Line" means the water service piping from the corporation stop of a municipally-owned water main or service line to the meter, isolation valve, or other water utility service terminal on the served property.

"State" means the State of Wisconsin.

"Statute" means ss. 281.59 and 281.61, Wis. Stats., as amended.

"Substantial Completion Date" means the end of the calendar year following the second construction season which is December 31, 2026.

"Water Diversion Permit" means a DNR permit issued to the Municipality under s. 30.18(2), Wis. Stats., to divert water from a stream or lake in Wisconsin.

"Water System" means all structures, conduits, and appurtenances by means of which water is delivered to consumers, except piping and fixtures inside buildings served and service pipes downstream from the curb stop.

Section 1.02. Rules of Interpretation Unless the context clearly indicates to the contrary, the following rules shall apply to the context of this FAA:

- (a) Words importing the singular number shall include the plural number and vice versa, and one gender shall include all genders.
- (b) All references herein to articles or sections are references to articles or sections of this FAA.
- (c) The captions and headings herein are solely for convenience of reference and shall not constitute a part of this FAA nor shall they affect its meaning, construction, or effect.
- (d) The terms "hereby", "hereof", "hereto", "herein", "hereunder", and any similar terms as used in this FAA refer to this FAA in its entirety and not the article or section of this FAA in which they appear, and the term "hereafter" means after, and the term "heretofore" means before, the date of delivery of this FAA.
- (e) All accounting terms not otherwise defined in this FAA have the meanings assigned to them in accordance with generally accepted accounting principles for U.S. state and local governments established by the Governmental Accounting Standards Board, as may be amended from time to time "GAAP"), and all computations provided for herein shall be made in accordance with GAAP.

## ARTICLE II REPRESENTATIONS

Section 2.01. Representations of the SDWLP The SDWLP represents and warrants as follows:

- (a) The SDWLP has complied with the provisions of the Statute and has full power and authority to execute and deliver this FAA, consummate the transactions contemplated hereby, and perform its obligations hereunder.
- (b) The SDWLP is not in violation of any of the provisions of the Constitution or laws of the State which would affect its powers referred to in the preceding paragraph (a).
- (c) Pursuant to the Statute, the SDWLP is authorized to execute and deliver this FAA, and to take actions and make determinations that are required of the SDWLP under the terms and conditions of this FAA.
- (d) The execution and delivery by the SDWLP of this FAA and the consummation of the transactions contemplated by this FAA shall not violate any indenture, mortgage, deed of trust, note, agreement, or other contract or instrument to which the State is a party or by which it is bound, or, to the best of the SDWLP's knowledge, any judgment, decree, order, statute, rule, or regulation applicable to the SDWLP, and all consents, approvals, authorizations, and orders of governmental or regulatory authorities that are required for the consummation of the transactions contemplated thereby have been obtained.
- (e) To the knowledge of the SDWLP, there is no action, suit, proceeding, or investigation, at law or in equity, before or by any court, public board, or body, pending or threatened in writing, against or affecting the SDWLP, or, to the knowledge of the SDWLP, any basis therefor, wherein an unfavorable decision, ruling, or finding would adversely affect the transactions contemplated hereby or which, in any way, could adversely affect the validity of this FAA or any agreement or instrument to which the State is a party and which is used or contemplated for use in consummation of the transactions contemplated by each of the foregoing.
- (f) The Project is on the DNR funding list for the 2025 state fiscal year.
- (g) The SDWLP is granting a variance to s. NR 166.07(g), Wis. Adm. Code, to allow privately-owned Lead Service Lines to be eligible for funding without Wisconsin Public Service Commission approval of a lead service line replacement program or making a general obligation pledge.

Section 2.02. Representations of the Municipality The Municipality represents and warrants as of the date of this FAA, and with respect to paragraphs (l), (m), (n), and (o), covenants during the term of this FAA, as follows:

- (a) The Municipality possesses the legal municipal form of a city under ch. 62, Wis. Stats. The Municipality is located within the State and is a "local governmental unit" within the meaning of the Statute, duly organized and existing under the laws of the State, and has full legal right, power, and authority to:
  - (1) conduct its business and own its properties,
  - (2) enter into this FAA, and
  - (3) carry out and consummate all transactions contemplated by this FAA.
- (b) The Municipality is in compliance and will remain in compliance with its Water Diversion Permit (if any).

(c) The governing body of the Municipality has duly approved the execution and delivery of this FAA in the amount of \$3,000,000, and has authorized the taking of any and all action as may be required on the part of the Municipality and its authorized officers to carry out, give effect to, and consummate the transactions contemplated by this FAA.

(d) This FAA has been duly authorized, executed, and delivered and constitutes a legal, valid, and binding obligation of the Municipality, enforceable in accordance with its terms.

(e) To the knowledge of the Municipality, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, public board, or body, pending or threatened in writing, against or affecting the Municipality, or, to the knowledge of the Municipality any, basis therefor:

(1) affecting the creation, organization, or existence of the Municipality or the title of its officers to their respective offices;

(2) seeking to prohibit, restrain, or enjoin the execution of this FAA;

(3) in any way contesting or affecting the validity or enforceability of this FAA, or any agreement or instrument relating to this FAA, or used or contemplated for use in the consummation of the transactions contemplated by this FAA; or

(4) wherein an unfavorable decision, ruling, or finding could adversely affect the transactions contemplated hereby.

(f) The Municipality is not in any material respect in breach of or in default under any applicable law or administrative regulation of the State or the United States or any applicable judgment or decree or any agreement or other instrument to which the Municipality is a party, or by which it or any of its properties is bound, and no event has occurred that, with the passage of time, the giving of notice, or both, could constitute such a breach or default. The execution and delivery of this FAA and compliance with the provisions hereof shall not conflict with, or constitute a breach of or default under, any applicable law or administrative regulation of the State or of the United States or any applicable judgment or decree or any agreement or other instrument to which the Municipality is a party or by which it or any of its property is bound.

(g) The resolution of the Municipality authorizing execution of this FAA has been duly adopted by the Municipality and remains in full force and effect as of the date hereof.

(h) The Municipality has full legal right and authority and all necessary permits, licenses, easements, and approvals (other than such permits, licenses, easements, or approvals which are not by their nature obtainable prior to Substantial Completion of the Project) required as of the date hereof to carry on its activities relating to the Project, to undertake and complete the Project, and to carry out and consummate all transactions contemplated by this FAA.

(i) The Municipality represents that it has not made any commitment or taken any action that shall result in a valid claim for any finders' or similar fees or commitments for obtaining the Loan under this FAA.

(j) The Project is eligible under s. 281.61(2), Wis. Stats., for financing from the SDWLP. Any portions of the Project that are ineligible for financing from the SDWLP are listed within the Project Manager Summary attached hereto as Exhibit B. The Municipality intends the Project to be and continue to be an eligible project under the Statute throughout the term of this FAA. Each Service Line to be replaced as part of the Project will satisfy the federal environmental review requirements.

(k) All amounts shown in Exhibit A of this FAA are costs of a Project eligible for financial assistance under the Act or Statute. All proceeds of any borrowing of the Municipality that have been spent and are being paid with the proceeds of the Financial Assistance made hereunder have been spent on Project Costs. All Project Costs are reasonable, necessary, and allocable by the Municipality to the Project under generally accepted accounting principles. None of the proceeds of the Loan shall be used directly or indirectly by the Municipality as working capital or to finance inventory, as opposed to capital improvements.

(l) The Project is and shall remain in compliance with all applicable federal, state, and local laws and ordinances (including rules and regulations) relating to zoning, building, safety, and environmental quality. The Municipality has complied with and completed all requirements of DNR necessary to commence construction of the Project prior to the date hereof. The Municipality intends to proceed with due diligence to complete the Project pursuant to Section 4.02 hereof.

(m) The Municipality represents that it has satisfied and shall continue to satisfy all the applicable requirements in s. 281.61 (4), (5), and (8m), Wis. Stats., ch. NR 166, Wis. Adm. Code, and ch. 145, Wis. Stats.

(n) The Municipality is in substantial compliance and shall remain in substantial compliance with all applicable conditions, requirements, and terms of any financial assistance previously awarded through the federal construction grants program, the Wisconsin Fund construction grants program, the CWFP, and the SDWLP.

(o) The Municipality has met all terms and conditions contained herein and certifies that the Project funded through this agreement will result in the entire Service Line being lead-free and that no partial replacement will result in a service line that is still partially lead.

(p) The Municipality represents that it has submitted to DNR a budget estimate and documentation related to individuals or firms hired to perform work for the Project, as required by DNR.

(q) The representations of the Municipality in the Application are true and correct as of the date of this FAA and are incorporated herein by reference as if fully set forth in this place.

(r) There has been no material adverse change in the financial condition or operation of the Municipality or the Project since the submission date of the Application.

(s) The Municipality acknowledges that it is eligible to receive Financial Assistance in the form of a Loan of \$3,000,000 with Principal Forgiveness of \$3,000,000 for payment of Project Costs.

### ARTICLE III FINANCIAL ASSISTANCE PROVISIONS

Section 3.01. Financial Assistance Clause Prior to disbursement, the Financial Assistance shall be held by the SDWLP. Earnings on undisbursed Loan funds shall be for the account of the SDWLP. Financial Assistance shall be disbursed only upon submission by the Municipality of disbursement requests and approval thereof as set forth in Section 3.02 hereof.

#### Section 3.02. Disbursement of Financial Assistance

(a) Each disbursement request shall be delivered to DNR. Each request must contain invoices or other evidence acceptable to DNR and DOA that Project Costs for which disbursement is requested have been incurred by the Municipality or the applicable property owner.

(b) The SDWLP, through its agents, plans to make disbursements of Financial Assistance on a semimonthly basis upon approval of each disbursement request by DNR and DOA. Such approval by DNR and DOA may require adjustment and corrections to the disbursement request submitted by the Municipality. The Municipality shall be notified whenever such an adjustment or correction is made by DNR or DOA.

(c) Disbursements made to the Municipality are subject to pre- and post-payment adjustments by DNR or DOA.

(1) If the Financial Assistance is not yet fully disbursed, and SDWLP funds were previously disbursed for costs not eligible for SDWLP funding or not eligible under this FAA, the SDWLP shall make necessary adjustments to future disbursements.

(2) If the Financial Assistance is fully disbursed, including disbursements for any costs not eligible for SDWLP funding or not eligible under this FAA, the Municipality agrees to repay to the SDWLP an amount equal to the non-eligible costs within 60 days of notification by DNR or DOA.

(d) The SDWLP or its agent shall disburse Financial Assistance only to the Municipality's account by electronic transfer of funds. The Municipality hereby covenants that it shall take actions and provide information necessary to facilitate these transfers. The Municipality agrees to pay Project invoices in a timely manner.

(e) Disbursement to the Municipality beyond ninety-five percent (95%) of the Financial Assistance, unless otherwise agreed to by DNR and DOA pursuant to a written request from the Municipality, may be withheld until:

(1) DNR is satisfied that the Project has been completed and DNR has approved all change orders relating to the Project;

(2) the Municipality certifies to DNR its acceptance of the Project from its contractors, if applicable;

(3) the Municipality certifies in writing to DNR its compliance with applicable Federal requirements (certification must be as prescribed on Exhibit E);

(4) the Municipality furnishes reports and provides data and such other information as SDWLP may require prior to Project closeout; and

(5) DNR certifies in writing to DOA the Municipality's compliance with all applicable requirements of this FAA.

### Section 3.03. Remedies

(a) If the Municipality:

(1) or any authorized representative is not complying with federal or state laws, regulations, or requirements relating to the Project, and following due notice by DNR the Project is not brought into compliance within a reasonable period of time; or

(2) is not complying with or is in violation of any covenant set forth in this FAA; or

(3) is not in compliance with the Statute or the Regulations;

then DNR may, until the Project is brought into compliance or the FAA non-compliance is cured to the satisfaction of DNR or DOA, impose one (1) or more of the following sanctions:

- (i) Disbursements otherwise due the Municipality may be withheld.
- (ii) Project work may be suspended.
- (iii) DNR may request a court of appropriate jurisdiction to enter an injunction or afford other equitable or judicial relief as the court finds appropriate.
- (iv) Other administrative remedies may be pursued.

(b) If the Municipality fails to observe or perform any covenant, condition, or agreement on its part under this FAA for a period of thirty (30) days after written notice is given to the Municipality by DNR, specifying the default and requesting that it be remedied, then the SDWLP is provided remedies by law and this FAA. These remedies include, but are not limited to, the following rights:

- (1) Pursuant to s. 281.59(11)(b), Wis. Stats., DOA shall place on file a certified statement of all amounts due the SDWLP under this FAA. DOA may collect all amounts due the SDWLP by deducting those amounts from any State payments due the Municipality or adding a special charge to the amount of taxes apportioned to and levied upon the county in which the Municipality is located under s. 70.60, Wis. Stats.
- (2) The SDWLP may enforce any right or obligation under this FAA, including the right to seek specific performance or mandamus, whether such action is at law or in equity.

Section 3.04. FAA Effective Date and FAA Term This FAA shall become effective upon its execution and delivery by the parties hereto, shall remain in effect for a period of 3 years from the date of Final Completion.

#### ARTICLE IV CONSTRUCTION OF THE PROJECT

Section 4.01. Insurance When utilizing a municipally-bid contract the Municipality agrees to maintain property and liability insurance for the Project that is reasonable in amount and coverage and that is consistent with prudent municipal insurance practices for the term of this FAA. The Municipality agrees to provide written evidence of insurance coverage to the SDWLP upon request at any time during the term of this FAA.

#### Section 4.02. Construction of the Project

- (a) The Municipality shall construct the Project, or cause it to be constructed, to Final Completion in accordance with the Application. The Municipality or the applicable private property owners shall proceed with the construction of the Project in conformity with law and with all applicable requirements of governmental authorities having jurisdiction with respect thereto.
- (b) During construction of the Project, if a private lead service line is replaced that results in creation of a partial lead service line due to the public portion of the service line also containing lead, the SDWLP shall not provide funding for the private lead service line replacement until the public side of the service line has also been replaced.
- (c) Pitcher filters or point-of-use filtration that has been certified to NSF/ANSI 53 for the reduction of lead shall be provided from the start of replacement until at least six months following completion of the replacement. The Municipality shall attempt to replace a service line in its entirety within 45 days of the start of construction on the lead service line. In no case shall the full replacement period exceed 180 days. Funding will not be disbursed until the replacement of the entire line is complete.

Section 4.03. Performance Bonds The Municipality shall provide, or cause to be provided, performance bonds assuring the performance of the work to be performed under any municipally-bid construction contracts entered into with respect to the Project. All performance bonds required hereunder shall be issued by independent surety companies authorized to transact business in the State.

Section 4.04. Completion of the Project

(a) The Municipality agrees that it shall undertake and complete the Project for the purposes and in the manner set forth in this FAA and in accordance with all federal, state, and local laws, ordinances, and regulations applicable thereto. The Municipality shall obtain all necessary approvals from any and all governmental agencies prior to construction which are requisite to the Final Completion of the Project.

(b) The Municipality shall notify DNR of the Substantial Completion of the Project. At or prior to completion of the Project, the Municipality shall cause to be prepared for the Project documentation which will include, for each replacement:

1. property address,
2. property type (residential, school, daycare, commercial, other),
3. original Service Line material,
4. new Service Line material; and
5. Service Line ownership (public, private, both).

(c) As applicable, the Municipality shall take and institute such proceedings as shall be necessary to cause and require all contractors and material suppliers to complete their contracts diligently and in accordance with the terms of the contracts including, without limitation, the correcting of defective work.

(d) Upon Final Completion of the Project, the Municipality shall:

(1) complete and deliver to DNR the documentation described in section 4.04(b) above;

(2) prepare and deliver to DNR the completed Federal Requirements Compliance Certification attached hereto as Exhibit E of this FAA; and

(3) if the Project included work performed under a municipally-bid contract, prepare and deliver to DNR the completed Contract Utilization of Disadvantaged Business Enterprises (DBE) form attached hereto as Exhibit F of this FAA.

Section 4.05. No Warranty Regarding Condition, Suitability, or Cost of Project Neither the SDWLP, DOA, nor DNR makes any warranty, either express or implied, as to the Project or its condition, or that it shall be suitable for the Municipality's purposes or needs, or that the Financial Assistance shall be sufficient to pay the costs of the Project. Review or approval of any engineering reports, facilities plans, plans and specifications, or other documents, or the inspection of Project construction by DNR does not relieve the Municipality of its responsibility to properly plan, design, and build the Project as required by laws, regulations, permits, and good management practices. DNR or its representatives are not responsible for increased costs resulting from defects in any Project documents. Nothing in this section prohibits a Municipality from requiring more assurances, guarantees, or indemnity or other contractual requirements from any party performing Project work.

## ARTICLE V COVENANTS

Section 5.01. Application of Financial Assistance The Municipality shall apply the proceeds of the Financial Assistance solely for Project Costs.



Section 5.02. Compliance with Law At all times during construction of the Project and operation of the Water System, the Municipality shall comply with all applicable federal, state, and local laws, ordinances, rules, regulations, permits, and approvals, outstanding FAA requirements, including, without limitation, the Statute, the Regulations, and the Water Diversion Permit (if any), and with this FAA.

Section 5.03. Public Ownership The Municipality shall at all times retain ownership of the Water System to which the Service Lines funded through this FAA are attached.

Section 5.04. Establishment of Project Accounts

(a) The Municipality shall maintain a separate account that reflects the receipt and expenditure of all SDWLP funds for the Project. All Financial Assistance shall be credited promptly upon receipt thereof and shall be reimbursement for or expended only for Project Costs. The Municipality shall:

- (1) permit any authorized representative of DNR or DOA, or agents thereof, the right to review or audit all records relating to the Project or the Financial Assistance;
- (2) produce, or cause to be produced, all records relating to any work performed under the terms of this FAA for examination at such times as may be designated by any of them
- (3) permit extracts and copies of the Project records to be made by any of them; and
- (4) fulfill information requests by any of them.

Section 5.05. Records The Municipality shall retain all files, books, documents, and records relating to construction of the Project for at least three years following the date of Final Completion of the Project, or for longer periods if necessary due to any appeal, dispute, or litigation. Information about the locations of the lines replaced and the material composition of those lines shall be made part of the Municipality's permanent records.

Section 5.06. Project Areas The Municipality shall permit representatives of DNR visual access to the Project and various related records at reasonable times and allow extracts and copies of Project records to be made by DNR representatives.

Section 5.07. Engineering Inspection When utilizing a municipally-bid contract, the Municipality shall provide competent and adequate inspection of all Project construction under the direction of a professional engineer licensed in the State. The Municipality shall direct such engineer to inspect work necessary for the construction of the Project and to determine whether such work has been performed in accordance with applicable building codes.

Section 5.08. Notice of Impaired System The Municipality shall promptly notify DNR and DOA in the case of: any material damage to or destruction of the Project or any part thereof; any actual or threatened proceedings for the purpose of taking or otherwise affecting by condemnation, eminent domain, or otherwise, all or a part of the Water System; any action, suit, or proceeding at law or in equity, by or before any governmental instrumentality or agency; or any other event that may impair the ability of the Municipality to construct the Project or operate the Water System.

Section 5.09. Hold Harmless The Municipality shall save, keep harmless, and defend DNR, DOA, and all their officers, employees, and agents, against any and all liability, claims, and costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the construction, occupancy, use, service, operation, or performance of work in connection with the Project, including acts or omissions of the Municipality's employees, agents, or representatives.

#### Section 5.10. Nondiscrimination Covenant

(a) In connection with the Project, the Municipality agrees to comply with fair employment practices pursuant to subchapter II of ch. 111, Wis. Stats. This provision shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Municipality agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provision of the nondiscrimination clause.

(b) The Municipality shall incorporate into all Project contracts which have yet to be executed the following provision: "In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant because of age, race, religion, color, handicap, sex, physical condition, developmental disability, or national origin. The contractor further agrees to comply with fair employment practices pursuant to subchapter II of ch. 111, Wis. Stats. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor further agrees to take affirmative action to ensure equal employment opportunities for persons with disabilities. The contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause."

Section 5.11. Employees The Municipality or its employees or agents are not employees or agents of the DNR or DOA for any purpose, including worker's compensation.

Section 5.12. Management When utilizing a municipally-bid contract the Municipality shall provide and maintain competent and adequate management, supervision, and inspection at the construction site to ensure that the completed work conforms to applicable building codes. The Municipality shall furnish progress reports and such other information as DNR may require.

Section 5.13. Reimbursement Any payment of Financial Assistance to the Municipality in excess of the amount determined by final audit to be due the Municipality shall be reimbursed to DOA within 60 days after DNR or DOA provides a notice of overpayment.

Section 5.14. Rebates The Municipality agrees to pay to the SDWLP any refunds, rebates, credits, or other amounts received for Project Costs that have already been funded by the SDWLP.

#### Section 5.15. Maintenance of Legal Existence

(a) Except as provided in par. (b), the Municipality shall maintain its legal existence and shall not dissolve or otherwise dispose of all or substantially all of its assets and shall not consolidate with or merge into another legal entity.

(b) A Municipality may consolidate with or merge into any other legal entity, dissolve or otherwise dispose of all of its assets or substantially all of its assets, transfer all or substantially all of its assets to another legal entity (and thereafter be released of all further obligation under this FAA) if:

- (1) the resulting, surviving, or transferee legal entity is a legal entity established and duly existing under the laws of Wisconsin;
- (2) such resulting, surviving, or transferee legal entity is eligible to receive financial assistance under the Statute;
- (3) such resulting, surviving, or transferee legal entity expressly assumes in writing all of the obligations of the Municipality contained in this FAA and any other documents the SDWLP

deems reasonably necessary to protect its environmental interests and its investment in the Project; and

(4) the SDWLP shall have consented in writing to such transaction, which consent may be withheld in the absolute discretion of the SDWLP.

Section 5.16. American Iron and Steel and Build America, Buy America The Municipality agrees to comply with all federal requirements applicable to the Project, including those imposed by the Infrastructure Investment and Jobs Act, which the Municipality understands requires that all iron and steel, manufactured products, and construction materials used in the Project are to be produced in the United States (Build America, Buy America requirements) unless the Municipality requested and obtained a waiver from the cognizant agency pertaining to the Project or the Project is otherwise covered by a general applicability waiver.

If the Municipality is exempt from Build America, Buy America requirements due to a waiver, the Municipality shall comply with the requirements for use of American Iron and Steel contained in Public Law 115-114 for products used in the Project that are made primarily of iron and/or steel. If the Municipality is not exempt from Build America, Buy America requirements, EPA views the American Iron and Steel requirements as meeting the iron and steel product requirements of Build America, Buy America Section 70914.

The Municipality agrees to comply with all record keeping and reporting requirements under all applicable legal authorities, including any reports required by the funding authority (such as EPA and/or the SDWLP), such as records regarding performance indicators of program deliverables, information on costs, and Project progress reports. The Municipality understands that: (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities, and (ii) failure to comply with the applicable legal requirements and this FAA may result in a default hereunder that results in: a repayment of the assistance agreement in advance of the maturity of the Bonds; termination and/or repayment of grants, cooperative agreements, or direct assistance; or other remedial actions.

Section 5.17. Wage Rate Requirements The Municipality represents that it shall comply with Section 1450(e) of the Safe Drinking Water Act (42 USC 300j-9(e)), which requires that all laborers and mechanics employed by contractors and subcontractors funded directly by or assisted in whole or in part with funding under this Loan shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor (DOL) in accordance with subchapter IV of chapter 31 of title 40, United States Code.

Section 5.18. Federal Single Audit At the time of signing of this FAA, the funds awarded to the Municipality for this Project are considered to be subject to federal single audit requirements, but such consideration may change subsequent to this FAA if any changes are made to federal single audit requirements applicable to municipalities. To the extent applicable, the Municipality shall comply with the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Rewards (Uniform Guidance). For auditor's reference, the SDWLP Project falls under Catalog of Federal Domestic Assistance number 66.468. Without any request the Municipality shall furnish to DOA, at doaeif@wisconsin.gov as soon as available, and in any event within 30 days after completion, the Federal Single Audit. Notification must include acknowledgement of any state revolving fund findings and/or resolution to prior year findings.

Section 5.19. Federal Equivalency Project The Municipality covenants that the Project shall comply with federal requirements applicable to activities supported with federal funds, a list of which is included as Exhibit D of this FAA.

## ARTICLE VI MISCELLANEOUS

Section 6.01. Notices All notices, certificates, or other communications hereunder shall be sufficiently given, and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, return receipt requested to the addresses set forth below:

- (a) DEPARTMENT OF ADMINISTRATION  
OFFICE OF CAPITAL FINANCE  
SAFE DRINKING WATER LOAN PROGRAM  
101 EAST WILSON STREET 10TH FLOOR  
MADISON WI 53702-0004  
OR  
PO BOX 7864  
MADISON WI 53707-7864
- (b) DEPARTMENT OF NATURAL RESOURCES  
BUREAU OF COMMUNITY FINANCIAL ASSISTANCE  
101 SOUTH WEBSTER STREET CF/2  
MADISON WI 53702-0005  
OR  
PO BOX 7921  
MADISON WI 53707-7921
- (c) CITY OF SHEBOYGAN  
828 CENTER AVENUE  
SHEBOYGAN WI 53081

Any of the foregoing parties may designate any further or different addresses to which subsequent notices, certificates, or other communications shall be sent, by giving written notice to the others. Any notice herein shall be delivered simultaneously to DNR and DOA.

Section 6.02. Binding Effect This FAA shall be for the benefit of, and shall be binding upon, the SDWLP and the Municipality and their respective successors and assigns.

Section 6.03. Severability In the event any provision of this FAA shall be held illegal, invalid, or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable, or otherwise affect any other provision hereof.

Section 6.04. Execution in Counterparts This FAA may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 6.05. Applicable Law This FAA shall be governed by and construed in accordance with the laws of the State, including the Statute.

Section 6.06. Further Assurances The Municipality shall, at the request of DNR and DOA, authorize, execute, acknowledge, and deliver such further resolutions, conveyances, transfers, assurances, financing statements, and other instruments as may be necessary or desirable for obtaining funding for the Project and better assuring, conveying, assigning, and confirming the rights, security interests, and agreements granted or intended to be granted by this FAA.

Section 6.07. Termination This FAA may be terminated in whole or in part pursuant to one or more of the following:

- (a) The SDWLP and the Municipality may enter into an agreement to terminate this FAA at any time. The termination agreement shall establish the effective date of termination of this FAA, the

basis for settlement of termination costs, and the amount and date of payment of any sums due either party.

(b) If the Municipality wishes to terminate all or any part of the Project work unilaterally for which Financial Assistance has been awarded, the Municipality shall promptly give written notice to DNR. If the SDWLP determines that there is a reasonable basis for the requested termination, the SDWLP may enter into a termination agreement, including provisions for FAA termination costs, effective with the date of cessation of the Project work by the Municipality. If the SDWLP determines that the Municipality has ceased work on the Project without reasonable basis, the SDWLP may unilaterally terminate Financial Assistance or rescind this FAA, or both.

Section 6.08. Rescission The SDWLP may rescind this FAA prior to the first disbursement of any funds hereunder if it determines that:

- (a) there has been substantial non-performance of the Project work by the recipient without justification under the circumstances;
- (b) there is substantial evidence this FAA was obtained by fraud;
- (c) there is substantial evidence of gross abuse or corrupt practices in the administration of the Project;
- (d) the Municipality has failed to comply with the covenants contained in this FAA; or
- (e) any of the representations of the Municipality contained in this FAA were false in any material respect.

IN WITNESS WHEREOF, the SDWLP and the Municipality have caused this FAA to be executed and delivered, as of the date and year first written above.

CITY OF SHEBOYGAN

By: \_\_\_\_\_  
Ryan Sorenson  
Mayor

Attest: \_\_\_\_\_  
Meredith DeBruin  
City Clerk

STATE OF WISCONSIN  
DEPARTMENT OF ADMINISTRATION

By: \_\_\_\_\_  
Authorized Officer

STATE OF WISCONSIN  
DEPARTMENT OF NATURAL RESOURCES

By: \_\_\_\_\_  
Authorized Officer

## EXHIBIT A

PROJECT BUDGET SHEET SUMMARY

CITY OF SHEBOYGAN  
SDWLP Project No. 4901-14

|                        | Total Project<br>Costs/LSL Principal<br>Forgiveness<br>Amount |
|------------------------|---|
| Construction/Equipment | 3,000,000.00  |
| Contingency            | 0.00  |
| Miscellaneous Costs    | 0.00  |
| <b>TOTAL</b>           | <b>\$3,000,000.00</b>   |

## EXHIBIT B

PROJECT MANAGER SUMMARY

CITY OF SHEBOYGAN  
SDWLP Project No. 4901-14

1. **Project Description:** The Municipality has been a participant in DNR's private side Lead Service Line (LSL) replacement program since 2017. The Municipality passed an LSL replacement ordinance on July 6, 2020, which also established a financial assistance program. In the City of Sheboygan, the property owner owns the entire length of the service line from the water main to the meter. This Project is utilizing a prequalified list of plumbers to replace approximately 350 private LSLs within designated census tracts 5, 8, and 114. The property owner and plumber will contract directly and the Municipality will cover 100% of the total costs in the form of a grant to the property owner. Approximately 30 Lead Service Line replacements located outside of these designated census tracts will be funded under project no. 4901-13.

Eligible replacements under this FAA consist of the replacement of the Service Line from the corporation stop or the curb stop of a municipally-owned water main or service line (depending on ownership structure) to the meter, or other water utility service terminal on the served property.

All LSL replacements must result in complete removal of all lead components between the watermain and the connection point inside the building. Galvanized service lines, on the public or the private side, that are or have been downstream of lead components, are considered lead for the purpose of determining whether a Lead Service Line has been completely replaced.

If a Lead Service Line, including both the public portion and the private portion of the line, cannot be replaced in its entirety at one time, resulting in a service line that is temporarily composed partially of lead, the water utility is required to provide the customer with point-of-use filtration during the time between replacements. Filters must be models that have been tested and certified to NSF/ANSI 53 for the reduction of lead. Filters must also be supplied for six months following full LSL replacement. Funding through this FAA shall not be disbursed for those lines until all lead components have been completely replaced, and such replacement is recommended to be completed within 45 days of the initial replacement of a portion of the Lead Service Line but should be replaced within 90 days, unless the public side of the Lead Service Line was replaced prior to participation in the LSL Replacement Program. Please refer to the LSL Replacement Best Practices document attached as Exhibit C.

2. **Ineligible Costs:** No ineligible costs were identified in the review of this Project. If the DNR identifies ineligible Project Costs as the Project progresses, the DNR will notify the Municipality.

In general, costs that are ineligible for the Private LSL Replacement Program include:

- Private LSL replacements where the public side contains lead and has not been replaced (partial replacements);
- Premise plumbing, which includes anything downstream of the normal connection point inside the home;
- Any components of the utility side of the service line;
- Costs for engineering or administration.

3. **DBE Good Faith Effort:** The Municipality made a good faith effort by encouraging DBEs to prequalify in the request for qualifications. No DBEs are expected to be utilized on the Project.
4. **Davis-Bacon Wage Rate Requirements:** For projects where the homeowner contracts directly with a plumber or contractor from a prequalified list, Davis-Bacon and Related Acts requirements apply to all replacements unless:



- the plumber/contractor is a sole proprietor or a partnership where the owners perform all the work on the project (an owner must have at least 20% equity interest in the business and be actively involved in management); or
- the cost of the replacement is \$2,000 or less.

It is the municipality's responsibility to verify plumber/contractor employee status in order to determine if Davis-Bacon requirements apply.

5. Environmental Review Conditions: The SDWLP has determined through an environmental assessment that the Project will result in a categorical exclusion. A construction site storm water permit may be required if the contiguous project area exceeds one acre. Some project areas are within 300 feet of waterways, therefore erosion mitigation measures should be utilized as circumstances dictate. Voluntary conservation measures for the Rusty Patched Bumble Bee are recommended for replanting in applicable disturbed areas.
6. Federal Single Audit: This Project is being financed with federal funds and is subject to the Federal Single Audit requirements referenced in Section 5.18 of this FAA. If the Municipality receives more than \$1,000,000 of money that originates from any federal source in a calendar year, then it must commission a Federal Single Audit as part of its regular financial audit. The Catalog of Federal Domestic Assistance number is 66.468 for drinking water project disbursements funded with federal money.
7. Build America, Buy America: This Project is subject to the Build America, Buy America requirements of Title IX of the Infrastructure Investment and Jobs Act, Public Law No. 117-58, §§ 70901-52. If this Project is exempt from Build America, Buy America requirements under a project specific or general applicability waiver, the Project is still subject to use of American Iron and Steel requirements of Section 1452 of the Act.
8. Closeout Documentation: At Project completion the Municipality must submit to DNR the documentation described in section 4.04(b) of this FAA, which will include reporting for each replaced Service Line:
  1. property address,
  2. property type (residential, school, daycare, commercial, other),
  3. original Service Line material,
  4. new Service Line material; and
  5. Service Line ownership (public, private, both)

## EXHIBIT C

BEST PRACTICES FOR LEAD SERVICE LINE REPLACEMENTS

➤ **Participants in the Lead Service Line Replacement Program are expected to follow these steps.**

1. **Notice and Public Education.** Provide notice to the owner of the affected service line as well as non-owner resident(s) served by the affected service line within 24 hours of completion of the replacement. The notice must include all the following information, in accordance with §141.85(a) of the LCRR.
  - Explain that consumers may experience a temporary increase of lead levels in their drinking water due to the replacement.
  - Provide information about the health effects of lead.
  - Provide information about actions consumers can take to minimize their exposure to lead in drinking water,
2. **Flushing Information.** Provide information about service line flushing before the replaced service line is returned to service.
3. **Filters.** Provide the consumer(s) with a pitcher filter or point-of-use device certified by an American National Standards Institute accredited certifier to reduce lead, six months of replacement cartridges, and instructions for use before the replaced service line is returned to service.
4. **Follow-up Sampling.** Offer to the consumer to take a follow up tap sample between three months and six months after completion of the replacement and provide the results of the sample to the consumer in accordance with paragraph (d) of this section.

## EXHIBIT D

LIST OF FEDERAL LAWS AND AUTHORITIES

The Municipality acknowledges that the Project is designated as a Federal Equivalency project, which is subject to additional federal requirements listed below.

- Archaeological and Historic Preservation Act of 1974 (P.L. 93-291, as amended) 16 U.S.C. §469a-1
- Build America, Buy America Act (BABA), P.L. 117-58, §§ 70901-52
- Clean Air Act Conformity (P.L. 95-95, as amended) 42 U.S.C. §7506(c)
- Coastal Barriers Resources Act (P.L. 97-348) 16 U.S.C. §3501 et. seq.
- Coastal Zone Management Act (P.L. 92-583, as amended) 16 U.S.C. §1451 et. seq.
- Debarment and Suspension (Executive Order 12549)
- Demonstration Cities & Metropolitan Development Act (P.L. 89-754, as amended) 42 U.S.C. §3331 et. seq.
- Endangered Species Act (P.L. 93-205, as amended) 16 U.S.C. §1531 et. seq.
- Enhancing Public Awareness of SRF Assistance Agreements (EPA Office of Water Memo dated June 3, 2015)
- Environmental Justice (Executive Order 12898)
- Equal Employment Opportunity (Executive Order 11246)
- Farmland Protection Policy Act (P.L. 97-98) 7 U.S.C. §4201 et. seq.
- Federal Single Audit Act (2 CFR 200 Subpart F)
- Fish and Wildlife Coordination Act (P.L. 85-624, as amended) 16 U.S.C. §661
- Floodplain Management (Executive Order 11988, as amended)
- National Historic Preservation Act of 1966 (P.L. 89-665, as amended) 54 U.S.C. §300101 et. seq.
- NEPA-like Environmental Review (National Environmental Policy Act)
- Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR 200.216)
- Promoting the Use of Small, Minority, & Women-owned Businesses (Executive Orders 11625, 12138, & 12432)
- Protection and Enhancement of the Cultural Environment (Executive Order 11593)
- Protection of Wetlands (Executive Order 11990, as amended)
- Uniform Relocation Assistance and Real Property Acquisition Policies Act (P.L. 91-646, as amended)
- Wild & Scenic Rivers Act (P.L. 90-542, as amended) 16 U.S.C. §1271 et. seq.

## EXHIBIT E

FEDERAL REQUIREMENTS COMPLIANCE CERTIFICATION**[Prepare on Municipal Letterhead at Project Completion and Closeout]**

The undersigned officials of the City of Sheboygan (the "Municipality") hereby certify that, for all expenditures made for construction of DNR Project No. 4901-14 (the "Project"), the Municipality has met the prevailing wage rate requirements of the Davis-Bacon Act.

The Municipality further certifies that, after taking into account any national or project-specific waivers approved by the U.S. Environmental Protection Agency, DNR Project No. 4901-14 has met the requirements for Build America, Buy America of the Infrastructure Investment and Jobs Act, Public Law No. 117-58, §§ 70901-52, and the use of American Iron and Steel mandated under EPA's Drinking Water State Revolving Fund Program.

The above certification is determined, after due and diligent investigation, to be true and accurate to the best of my knowledge.

By: \_\_\_\_\_  
[Name of Municipal Official or  
Authorized Representative]  
[Title]

Dated as of: \_\_\_\_\_

Attest: \_\_\_\_\_  
[Name of Clerk or Secretary]  
[Title]

Dated as of: \_\_\_\_\_

## EXHIBIT F

## UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE)

**Notice:** This form is authorized by ss. 281.58, 281.59, and 281.61, Wis. Stats. Submittal of a completed form to the DNR is mandatory prior to receiving a final disbursement. Dollar amounts listed on the form should only include amounts paid under the Financial Assistance Agreement. Information collected on this form will be used for administrative purposes and may be provided to requesters to the extent required by Wisconsin's Public Records Law [ss. 19.31–19.39, Wis. Stats.].

|                                   |                           |
|-----------------------------------|---------------------------|
| Municipality<br>City of Sheboygan | Project Number<br>4901-14 |
|-----------------------------------|---------------------------|

|   |  |
|---|--|
| Project Description                             |  |
| BIL SFY25 LSL Program - Census Tracts 5, 8, 114 |  |

[illegible]

\* Construction costs include but are not limited to paving, excavation, HVAC, plumbing, electrical, carpentry, trucking, and equipment. Non-construction costs include but are not limited to professional services, engineering, land acquisition, and supplies.

I hereby certify that, to the best of my knowledge and belief, the information provided on this form is accurate and correct.

|                                       |               |              |
|---------------------------------------|---------------|--------------|
| Signature of Municipal Representative |               | Date Signed  |
| Name of Person Completing This Form   | Email Address | Phone Number |

**CITY OF SHEBOYGAN  
RESOLUTION 71-25-26**

**BY ALDERPERSONS MITCHELL AND PERRELLA.**

**JULY 28, 2025.**

A RESOLUTION amending the 2025 budget for various expenses incurred or planned.

RESOLVED: That the Finance Director is authorized to make amendments in the 2025 budget for the following:

Increase for stump grinding contract to reflect unspent grant proceeds from 2024 being utilized in 2025

INCREASE:

|  |          |
|--|----------|
| General Fund – Forestry – Contracted Services<br>(Acct. No. 101695-531100) | \$20,459 |
| General Fund – State Payments Other<br>(Acct. No. 101-436900)              | \$20,459 |

Update Community Development Block Grant (CDBG) budget to reflect the expense accounts associated with the current year action plan and approved loans

INCREASE:

|  |             |
|--|-------------|
| CDBG Fund – CDBG - Administration<br>(Acct. No. 260660-531500)               | \$166,515   |
| CDBG Fund – CDBG - Public Service Programs<br>(Acct. No. 260660-580100)      | \$150,000   |
| CDBG Fund – CDBG - Federal Housing/Economic Grant<br>(Acct. No. 260-432710)  | \$150,000   |
| CDBG Fund – CDBG - Business Loans<br>(Acct. No. 260660-583300)               | \$1,280,000 |
| CDBG Fund – CDBG – Business Loan Direct Charges<br>(Acct. No. 260660-531502) | \$15,000    |
| CDBG Fund – CDBG – Fund Equity Applied<br>(Acct No. 260-493000)              | \$1,295,000 |

DECREASE:

|  |           |
|--|-----------|
| CDBG Fund – CDBG – Full Time Salaries<br>(Acct. No. 260660-510110) | \$128,468 |
| CDBG Fund – CDBG - FICA<br>(Acct. No. 260660-520310)               | \$9,289   |
| CDBG Fund – CDBG - Medicare<br>(Acct. No. 260660-520311)           | \$2,172   |
| CDBG Fund – CDBG - WI Retirement Fund<br>(Acct. No. 260660-520320) | \$10,639  |

|  |          |
|--|----------|
| CDBG Fund – CDBG - Health Insurance<br>(Acct. No. 260660-520340) | \$15,243 |
| CDBG Fund – CDBG - Dental Insurance<br>(Acct. No. 260660-520350) | \$704    |

Legal expenses in Human Resources due to union negotiations and personnel investigations

INCREASE:

|  |           |
|--|-----------|
| General Fund – Human Resources – Legal Services<br>(Acct. No. 101144-531200) | \$125,000 |
|--|-----------|

DECREASE:

|   |           |
|---|-----------|
| General Fund – City Administration – Contingency<br>(Acct. No. 101141-810101) | \$125,000 |
|---|-----------|

Increase to reflect anticipated contract usage for interpreting services at Common Council meetings

INCREASE:

|   |         |
|---|---------|
| General Fund – Council – Contracted Services<br>(Acct. No. 101110-531100) | \$6,000 |
|---|---------|

DECREASE:

|   |         |
|---|---------|
| General Fund – City Administration – Contingency<br>(Acct. No. 101141-810101) | \$6,000 |
|---|---------|

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  
RESOLUTION 72-25-26**

**BY ALDERPERSONS MITCHELL AND PERRELLA.**

**JULY 28, 2025.**

A RESOLUTION authorizing an amendment to the 2025 budget for the purchase of Parcel Numbers 59030458910 and 59030458900 from Clare A. Gartman.

WHEREAS, the Common Council authorized the purchase of Parcel Numbers 59030458910 and 59030458900 from Clare A. Gartman on July 21, 2025; and

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

NOW, THEREFORE, BE IT RESOLVED: That the Finance Director be authorized to amend the 2025 budget to reflect the debt proceeds and expense associated with the purchase of Parcel Numbers 59030458910 and 59030458900 as follows:

**INCREASE:**

|   |                |
|---|----------------|
| Capital Fund – Development - Buildings<br>(Acct. No. 400400-631100) | \$1,500,000.00 |
| Capital Fund – Debt Proceeds<br>(Acct. No. 400-491000)              | \$1,500,000.00 |

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 74-25-26**

**BY ALDERPERSONS DEKKER AND RUST.**

**AUGUST 4, 2025.**

A RESOLUTION vacating a 0.03 acre portion of right-of-way on the east side of North 5<sup>th</sup> Street adjacent to Lot 1, Block 5 of the Assessment Subdivision No. 21, City of Sheboygan, Sheboygan County, Wisconsin.

WHEREAS, pursuant to Wis. Stat. § 66.1003(4), the Common Council of the City of Sheboygan (the “Common Council”) declares that the public interest requires the vacation of the hereinafter described portion of right-of-way, with a legal description as attached hereto as “Exhibit A” (the “Discontinued Property”) and incorporated by reference; and

WHEREAS, the vacation and discontinuance of the Discontinued Property will not result in a landlocked parcel of property; and

WHEREAS, this Resolution was first introduced before the Common Council on August 4, 2025 (the “Resolution Introduction Date”); and

WHEREAS, the hearing on the passage of this Resolution is not less than forty (40) days after the Resolution Introduction Date; and

WHEREAS, a Notice of Hearing was duly published in *The Sheboygan Press* on August 22, 2025, August 29, 2025, and September 5, 2025, a copy of said Notice was served more than thirty (30) days prior to the hearing on the passage of this Resolution in the manner prescribed by law on the owners of all of the frontage of the lots and lands abutting upon the Discontinued Property or a waiver of notice thereof was received; and

WHEREAS, a public hearing was held before the Common Council on September 15, 2025 at 6:00 p.m. in the Sheboygan City Hall Council Chambers, 828 Center Avenue, Sheboygan, Wisconsin; and

WHEREAS, no written objection to said discontinuance and vacation as set forth in Wis. Stat. § 66.1003(4)(c) has been filed with the City Clerk / a written objection to said discontinuance and vacation was filed with the City Clerk as set forth in Wis. Stat. § 66.1003(4)(c), but at least two thirds (2/3) of the members of the Common Council have voted in favor of said discontinuance and vacation.

NOW, THEREFORE, BE IT RESOLVED: That the portion of roadway in the City and County of Sheboygan, State of Wisconsin, described more fully on the attached Plat of Survey marked as “Exhibit B” is hereby vacated and discontinued under the provisions of Wis. Stat. § 66.1003(4).

BE IT FURTHER RESOLVED: That the premises herein described shall merge with the property adjacent to it and shall thereafter be considered as one. (Detach from 92531413 and attach to 59281005030)

BE IT FURTHER RESOLVED: That the City Clerk is hereby authorized and directed to cause the recording of a certified copy hereof together with a map of such vacated alley in the office of the Register of Deeds for Sheboygan County, Wisconsin.

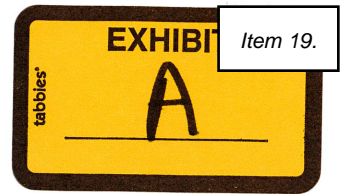
PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

\_\_\_\_\_  
Presiding Officer

Attest

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

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



## LEGAL DESCRIPTIONS FOR N.5 TH ST. VACATION

### Land to be merged to 2505 N 5<sup>th</sup> St.

PART OF N. 5TH ST. ROAD RIGHT OF WAY ADJACENT TO LOT 1 BLOCK 5 OF THE ASSESSMENT SUBDIVISION NO. 21, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN

BEGINNING AT THE SW CORNER OF LOT 1 OF BLOCK 5 OF ASSESSMENT SUBDIVISION NO. 21; THENCE N 08°50'34" W 131.74 FEET TO A POINT WHERE THE WEST LINE OF LOT 9 OF LAKE LAWN ADDITION EXTENDED SOUTH AND THE NORTH LINE OF SAID LOT 1 EXTENDED WEST MEET; THENCE ALONG SAID NORTH LINE EXTENSION, N89° 52'20" 20.05 FEET, TO THE NW CORNER OF SAID LOT 1; THENCE ALONG THE WEST LINE OF SAID LOT 1, S 00°05'14" W 130.22 FEET, TO THE SAID SW CORNER OF LOT 1 AND THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 1,305 SQ. FT. (0.03 ACRES) OF LAND, MORE OR LESS, AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS.

### Important note to be placed on Deed/Document

"Grantee(s) by recording this deed/document, agree(s) that the above-described premises shall merge with the property he/she/it/they own(s) adjacent to the above-described property and shall thereafter be considered as one. All future descriptions shall describe the premises as one unit in order to comply with section 71.08(1)(c) of Sheboygan County subdivision ordinance"

Detach from: 92531413

Attach to: 59281005030

# PLAT OF SURVEY

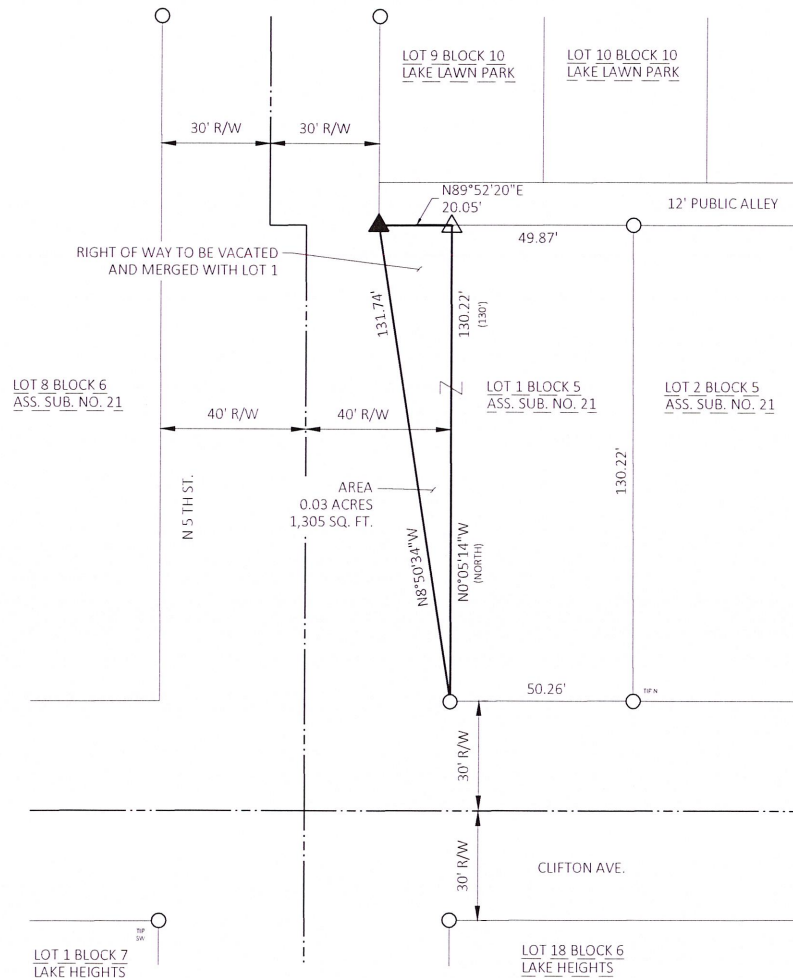
FOR: WILLIAM REES  
PURPOSE: PROPERTY SURVEY



PART OF N. 5TH ST. ROAD RIGHT OF WAY ADJACENT TO LOT 1 BLOCK 5 OF THE ASSESSMENT SUBDIVISION NO. 21,  
CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN

BEGINNING AT THE SW CORNER OF LOT 1 OF BLOCK 5 OF ASSESSMENT SUBDIVISION NO. 21; THENCE N 08°50'34" W 131.74 FEET TO A POINT WHERE THE WEST LINE OF LOT 9 OF LAKE LAWN ADDITION EXTENDED SOUTH AND THE NORTH LINE OF SAID LOT 1 EXTENDED WEST MEET; THENCE ALONG SAID NORTH LINE EXTENSION, N89° 52'20" 20.05 FEET, TO THE NW CORNER OF SAID LOT 1; THENCE ALONG THE WEST LINE OF SAID LOT 1, S 00°05'14" W 130.22 FEET, TO THE SAID SW CORNER OF LOT 1 AND THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 1,305 SQ. FT. (0.03 ACRES) OF LAND, MORE OR LESS, AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS.



I, JEREMY J. HILDEBRAND, PROFESSIONAL LAND SURVEYOR OF ACRE TECH, LLC., HEREBY CERTIFY THAT I HAVE SURVEYED THE DESCRIBED PROPERTY AND THAT THE MAP IS A TRUE AND ACCURATE REPRESENTATION THEREOF TO THE BEST OF MY KNOWLEDGE AND BELIEF.



N3098 County Road OO  
Sheboygan Falls, WI 53085  
acretechllc@gmail.com

## SURVEY LEGEND

- IRON PIPE FOUND
- △ CHISELED ARROW FOUND
- ▲ CHISELED CROSS SET
- (XX) PLATTED AS

