TWELFTH REGULAR COMMON COUNCIL MEETING AGENDA

September 21, 2026 at 6:00 PM

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

Notice of the 12th Regular Meeting of the 2026-2027 Common Council.

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

OPENING OF MEETING

1. **Call to Order**

2. **Roll Call**

3. **Pledge of Allegiance**

4. **Approval of Minutes**
   Eleventh Regular Council Meeting held on September 8, 2026

5. **Resignation**
   Jon Donovan from the Housing Authority effective immediately.

6. **Mayoral Appointment**
   Bob Nixon to be considered for appointment to the Board of Housing Authority

7. **Confirmation of Mayoral Appointments**
   Liz Kroll to be considered for appointment to the Board of Housing Authority
   Annalise Flynn to be considered for appointment to the Mead Public Library Board
   Karl Nelson to be considered for appointment to the Senior Services Commission
   Quintin Zufelt to be considered for appointment to the Board of Zoning Appeals

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

9. **Election**
   Board of Water Commissioners election

10. **Mayor's Announcements**
Upcoming Community Events, Proclamations, Employee Recognitions

CONSENT

11. Res. No. 105-26-27 by Alderpersons Mitchell and Perrella authorizing the appropriate City officials to execute an Engagement Letter Agreement with Baker Tilly US, LLP ("Baker Tilly") for auditing services and financial statement preparation for fiscal years 2026 through 2030.

    Voted 5-0 by Finance and Personnel Committee to recommend adoption

12. Res. No. 106-26-27 by Alderpersons Boorse and Heidemann authorizing the creation of a temporary Designated Outdoor Refreshment Area during the 2026 Great Marriages 20th Anniversary Event.

    Voted 5-0 by Licensing, Hearings, and Public Safety Committee to recommend adoption

13. Res. No. 107-26-27 by Alderpersons Mitchell and Perrella adopting the 2026 City of Sheboygan Consolidated Fee Schedule.

    Voted 5-0 by Finance and Personnel Committee to recommend adoption

14. Res. No. 108-26-27 by Alderpersons Mitchell and Perrella authorizing execution of a contract with CivicPlus for implementation and deployment of agenda and minutes software.

    Voted 5-0 by Finance and Personnel Committee to recommend adoption

15. Res. No. 109-26-27 by Alderpersons Dekker and Kelly authorizing the Director of Public Works to execute a contract with Natural Solutions, LLC, for the installation of Engineered Wood Fiber throughout various playground locations.

    Voted 5-0 by Public Works Committee to recommend adoption

16. Res. No. 75-26-27 by Alderpersons Mitchell, Boorse, and Dekker accepting and approving the Public Transportation Agency Safety Plan (2026).

    Voted 8-0 by Sheboygan Transit Commission to recommend adoption

17. Res. No. 81-26-27 by Alderpersons Mitchell, Boorse, and Dekker accepting and approving the Sheboygan Transit Development Program (TDP) 2026-2030.

    Voted 8-0 by Sheboygan Transit Commission to recommend adoption

18. Res. No. 87-26-27 by Alderpersons Boorse and Heidemann approving alcohol beverage/tobacco licenses.

    Voted 5-0 by Licensing, Hearings, and Public Safety Committee to recommend adoption

19. Report 26-26-27 by City Clerk submitting an amended Summons and Complaint in the matter of UMB Bank, National Association vs. Bruyette Enterprises North LLC et al.

Voted 5-0 by Finance and Personnel Committee to recommend filing

20. Report 27-26-27 by Mead Library Board of Trustees submitting a resolution in recognition of the service of Julia Hart to Mead Public Library.

RESOLUTIONS

21. Res. No. 101-26-27 by Alderpersons Boorse and Close approving an amendment to the Project Plan and Boundaries of Tax Incremental District No. 21, City of Sheboygan, Wisconsin. ADOPT RESOLUTION

22. Res. No. 102-26-27 by Alderpersons Boorse and Close creating Tax Incremental District No. 27, approving its Project Plan and establishing its boundaries, City of Sheboygan, Wisconsin. ADOPT RESOLUTION

23. Res. No. 103-26-27 by Alderpersons Dekker and Kelly designating the City Forester as the City's Authorized Representative for the purpose of Wisconsin Department of Natural Resources (WI DNR) Urban Forestry Grants for calendar year 2026 and directing him to submit an Urban Forestry Grant Application.

    Voted 5-0 by Public Works Committee to recommend adoption

24. Res. No. 104-26-27 by Alderpersons Mitchell and Perrella amending the 2026 budget for various expenses incurred or planned.

    Voted 5-0 by Finance and Personnel Committee to recommend amending the Resolution to include "with anticipated receipt in 2027 due to production delays" for Quint Engine

25. Res. No. 110-26-27 by Alderpersons Dekker and Kelly authorizing the Mayor and City Clerk to execute a Ground Lease with Sheboygan Area Youth Soccer Organization, LLC, d/b/a Lakeshore United (LUFC) for development of a multi-sport and recreational facility at the City's "Butzen Farm Property" located at 3936 South Business Drive.

    Voted 5-0 by Public Works Committee to recommend adoption

GENERAL ORDINANCES

26. Gen. Ord. No. 11-26-27 by Alderpersons Boorse and Heidemann amending section 2-839 of the Sheboygan Municipal Code so as to update the requirements of granting a permit when money is owed to the city.

    Voted 5-0 by Licensing, Hearings, and Public Safety Committee to recommend adoption

27. Gen. Ord. No. 12-26-27 by Alderpersons Mitchell and Perrella amending various sections of the Sheboygan Municipal Code so as to move the fees to a consolidated fee schedule.

    Voted 5-0 by Finance and Personnel Committee to recommend adoption

28. Gen. Ord. No. 13-26-27 by Alderperson Close granting CD Smith, on behalf of the Sheboygan Area School District, its successors and assigns, the privilege of encroaching upon the described portions of South 10th Street, Ashland Avenue, and

South 11th Street right-of-way in the City of Sheboygan for the purpose of protecting the public, construction personnel, and project stakeholders from construction-related hazards, including equipment movement, material handling, site logistics, staging, and other active building construction operations.

Voted 5-0 by City Plan Commission to recommend adoption

OTHER MATTERS AUTHORIZED BY LAW

TENTATIVE DATE OF NEXT REGULAR MEETING

29. Next scheduled meeting: October 5, 2026

ADJOURN MEETING

30. 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

ELEVENTH REGULAR COMMON COUNCIL MEETING MINUTES

Tuesday, September 08, 2026

OPENING OF MEETING

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

2. Roll Call
   Alderpersons present: Boorse, Bremser, Close, Dekker, Grawien, Heidemann, Kelly, Menzer, Mitchell, Perrella – 10.

3. Pledge of Allegiance

4. Approval of Minutes
   Tenth Regular Council Meeting held on August 17, 2026

   MOTION TO APPROVE THE MINUTES
   Motion made by Boorse, Seconded by Close.
   Voting Yea: Boorse, Bremser, Close, Dekker, Grawien, Heidemann, Kelly, Menzer, Mitchell, Perrella – 10.

5. Announcement
   Board of Water Commissioners election to be held on September 21, 2026 (3-year term beginning October 1, 2026 and 2-year term to fulfill unexpired term)

6. Mayoral Appointments – Lays over.
   Liz Kroll to be considered for appointment to the Board of Housing Authority
   Annalise Flynn to be considered for appointment to the Mead Public Library Board
   Karl Nelson to be considered for appointment to the Senior Services Commission
   Quintin Zufelt to be considered for appointment to the Board of Zoning Appeals

7. Confirmation of Mayoral Appointments
   Tracy Brunette to be considered for appointment to the Board of Housing Authority (withdrawn)
   Brianna Born to be considered for appointment to the Mayor's International Committee
   Jess Thaichroen to be considered for appointment to the Mayor's International Committee

   MOTION TO FILE THE APPOINTMENT OF TRACY BRUNETTE AND CONFIRM THE REMAINING APPOINTMENTS
   Motion made by Boorse, Seconded by Close.
   Voting Yea: Boorse, Bremser, Close, Dekker, Grawien, Heidemann, Kelly, Menzer,
   Mitchell, Perrella – 10.

8. Public Forum
   Limit of five people having five minutes each with comments limited to items on this

agenda. Tryg Jacobson, Joseph Joslin, Roy Potter, Bryan Gruenke, and Michael Brunette all spoke.

9. Presentation
   Pedestrian bridge update by HDR

10. Mayor's Announcements
    Upcoming Community Events, Proclamations, Employee Recognitions

CONSENT

11. Report No. 22-26-27 by City Attorney Liz Majerus submitting the exit interview summary for the City of Sheboygan for Quarter 2 of 2026.

    MOTION TO ACCEPT AND FILE THE REPORT
    Motion made by Boorse, Seconded by Close.
    Voting Yea: Boorse, Bremser, Close, Dekker, Grawien, Heidemann, Kelly, Menzer, Mitchell, Perrella – 10.

12. Report No. 23-26-27 by City Attorney's Office submitting the City Attorney's Office Monthly Report for Quarter 2 of 2026.

    MOTION TO ACCEPT AND FILE THE REPORT
    Motion made by Boorse, Seconded by Close.
    Voting Yea: Boorse, Bremser, Close, Dekker, Grawien, Heidemann, Kelly, Menzer, Mitchell, Perrella – 10.

13. Report No. 24-26-27 by City Attorney's Office submitting the quarterly claims report.

    MOTION TO ACCEPT AND FILE THE REPORT
    Motion made by Boorse, Seconded by Close.
    Voting Yea: Boorse, Bremser, Close, Dekker, Grawien, Heidemann, Kelly, Menzer, Mitchell, Perrella – 10.

14. Res. No. 98-26-27 by Alderpersons Boorse and Heidemann authorizing the creation of a temporary Designated Outdoor Refreshment Area during the 2026 Riverfest event.

    MOTION TO ADOPT THE RESOLUTION
    Motion made by Boorse, Seconded by Close.
    Voting Yea: Boorse, Bremser, Close, Dekker, Grawien, Heidemann, Kelly, Menzer, Mitchell, Perrella – 10.

15. Res. No. 97-26-27 by Alderpersons Mitchell and Perrella authorizing the appropriate City officials to execute a joint agreement with Allyson Brunette Consulting and CP2 Consulting.

    MOTION TO ADOPT THE RESOLUTION
    Motion made by Boorse, Seconded by Close.
    Voting Yea: Boorse, Bremser, Close, Dekker, Grawien, Heidemann, Kelly, Menzer, Mitchell, Perrella – 10.

16. Res. No. 96-26-27 by Alderpersons Mitchell and Perrella authorizing the appropriate City officials to submit a grant application to Wisconsin Department of Natural Resources (DNR) Boating Infrastructure Grant (BIG) Tier 1 related to the marina infrastructure project.

    MOTION TO ADOPT THE RESOLUTION
    Motion made by Boorse, Seconded by Close.
    Voting Yea: Boorse, Bremser, Close, Dekker, Grawien, Heidemann, Kelly, Menzer, Mitchell, Perrella – 10.

17. Res. No. 95-26-27 by Alderpersons Dekker and Kelly authorizing the Purchasing Agent to issue a purchase order for one (1) Hyster-Yale H60A forklift for the Motor Vehicle Division of the Department of Public Works.

    MOTION TO ADOPT THE RESOLUTION
    Motion made by Boorse, Seconded by Close.
    Voting Yea: Boorse, Bremser, Close, Dekker, Grawien, Heidemann, Kelly, Menzer, Mitchell, Perrella – 10.

18. Res. No. 94-26-27 by Alderpersons Mitchell and Perrella authorizing the Finance Director to issue a “Taxable Tax Increment Project Municipal Revenue Obligation (“MRO”) on such terms and conditions as set forth in that certain “Tax Incremental District Development Agreement” dated as of February 19, 2024, between the City of Sheboygan and Rabit Properties, LLC, a Wisconsin limited liability company, (the “Developer”) and attached hereto as EXHIBIT A (the “Development Agreement”).

    MOTION TO ADOPT THE RESOLUTION
    Motion made by Boorse, Seconded by Close.
    Voting Yea: Boorse, Bremser, Close, Dekker, Grawien, Heidemann, Kelly, Menzer, Mitchell, Perrella – 10.

19. Res. No. 93-26-27 by Alderpersons Mitchell and Perrella authorizing the Finance Director to issue a “Taxable Tax Increment Project Municipal Revenue Obligation (“MRO”) on such terms and conditions as set forth in that certain “Tax Incremental District Development Agreement” dated as of June 16, 2025, between the City of Sheboygan and North Sixth Seventh, LLC, a Wisconsin limited liability company (the “Developer”) and attached hereto as EXHIBIT A (the “Development Agreement”).

    MOTION TO ADOPT THE RESOLUTION
    Motion made by Boorse, Seconded by Close.
    Voting Yea: Boorse, Bremser, Close, Dekker, Grawien, Heidemann, Kelly, Menzer, Mitchell, Perrella – 10.

20. Res. No. 92-26-27 by Alderpersons Mitchell and Perrella authorizing the appropriate City officials to enter into an Agreement with BoldPath Consulting, LLC for an Uptown Social Staffing and Organizational Review.

    MOTION TO ADOPT THE RESOLUTION
    Motion made by Boorse, Seconded by Close.
    Voting Yea: Boorse, Bremser, Close, Dekker, Grawien, Heidemann, Kelly, Menzer, Mitchell, Perrella – 10.

21. Res. No. 91-26-27 by Alderpersons Mitchell and Perrella authorizing the Finance Director to issue a “Taxable Tax Increment Project Municipal Revenue Obligation (“MRO”) on such terms and conditions as set forth in that certain “Tax Incremental District Development Agreement” dated as of May 20, 2024 between the City of Sheboygan and Van Horn Properties of Sheboygan LLC, a Wisconsin limited liability company (the “Developer”) and attached hereto as EXHIBIT A (the “Development Agreement”).

    MOTION TO ADOPT THE RESOLUTION
    Motion made by Boorse, Seconded by Close.
    Voting Yea: Boorse, Bremser, Close, Dekker, Grawien, Heidemann, Kelly, Menzer, Mitchell, Perrella – 10.

22. Res. No. 90-26-27 by Alderpersons Mitchell and Perrella authorizing the Finance Director to issue a “Taxable Tax Increment Project Municipal Revenue Obligation (“MRO”) on such terms and conditions as set forth in that certain “Tax Incremental District Development Agreement” dated as of February 20, 2024 between the City of Sheboygan and Malibu Apartments, LLC, a Wisconsin limited liability company (the “Developer”) and attached hereto as EXHIBIT A (the “Development Agreement”).

    MOTION TO ADOPT THE RESOLUTION
    Motion made by Boorse, Seconded by Close.
    Voting Yea: Boorse, Bremser, Close, Dekker, Grawien, Heidemann, Kelly, Menzer, Mitchell, Perrella – 10.

23. Res. No. 89-26-27 by Alderpersons Mitchell and Perrella authorizing the Finance Director to issue a “Taxable Tax Increment Project Municipal Revenue Obligation (“MRO”) on such terms and conditions as set forth in that certain “Tax Incremental District Development Agreement” dated as of November 2024 between the City of Sheboygan and Luedke Apartments, LLC f/k/a Jakum Hall Apartments, LLC, a Wisconsin limited liability company (the “Developer”) and the Redevelopment Authority of the City of Sheboygan, Wisconsin (“RDA”) and attached hereto as EXHIBIT A (the “Development Agreement”).

    MOTION TO ADOPT THE RESOLUTION
    Motion made by Boorse, Seconded by Close.
    Voting Yea: Boorse, Bremser, Close, Dekker, Grawien, Heidemann, Kelly, Menzer, Mitchell, Perrella – 10.

24. Res. No. 88-26-27 by Alderpersons Dekker and Kelly authorizing an amendment to the Foth Infrastructure and Environment, LLC agreement, dated April 12, 2024, to include services for additional design and construction administrative services for the Gartman Farm Subdivision Design.

    MOTION TO ADOPT THE RESOLUTION
    Motion made by Boorse, Seconded by Close.
    Voting Yea: Boorse, Bremser, Close, Dekker, Grawien, Heidemann, Kelly, Menzer, Mitchell, Perrella – 10.

RESOLUTIONS

25. Res. No. 99-26-27 by Alderperson Dekker adopting the updated City of Sheboygan Business Revolving Loan Fund Program Manual.

    MOTION TO SUSPEND THE RULES AND ADOPT THE RESOLUTION
    Motion made by Dekker, Seconded by Perrella.
    Voting Yea: Boorse, Bremser, Close, Dekker, Grawien, Heidemann, Kelly, Menzer, Mitchell, Perrella – 10.

OTHER MATTERS AUTHORIZED BY LAW – None.

CLOSED SESSION

26. Motion to convene in closed session under the exemption contained in Wis. Stat. s. 19.85(1)(a) for the purpose of deliberation concerning the nonrenewal of Beverage Operator's License No. 5255 (David Pennebecker) and under the exemption contained in Wis. Stat. s. 19.85(1)(g), for the purpose of discussion related to a possible investment of public funds to wit: the City of Sheboygan's contract with Flock Safety.

    MOTION MADE AT 7:30 PM
    Motion made by Boorse, Seconded by Close.
    Voting Yea: Boorse, Bremser, Close, Dekker, Grawien, Heidemann, Kelly, Menzer, Mitchell, Perrella – 10.

OPEN SESSION

27. Motion to reconvene in open session

    MOTION MADE AT 8:00 PM
    Motion made by Boorse, Seconded by Close.
    Voting Yea: Boorse, Bremser, Close, Dekker, Grawien, Heidemann, Kelly, Menzer, Mitchell, Perrella – 10.

28. Report 25-26-27 by Licensing, Hearings, and Public Safety Committee submitting Findings of Fact and Conclusions of Law based upon testimony and exhibits presented at a Quasi-Judicial Hearing held on August 24, 2026 regarding Beverage Operator’s License No. 5255 (David Pennebecker).

    MOTION TO ACCEPT AND FILE REPORT TO NONRENEW LICENSE NO. 5255
    Motion made by Boorse, Seconded by Heidemann.
    Voting Yea: Boorse, Bremser, Close, Dekker, Grawien, Heidemann, Kelly, Menzer, Mitchell, Perrella – 10.

29. Res. No. 100-26-27 by Alderpersons Boorse and Heidemann directing city staff to terminate the City’s agreement with Flock Group Inc., DBA Flock Safety, and to not appropriate funds in the 2027 budget for Flock Safety services.

    MOTION TO SUSPEND THE RULES AND ADOPT THE RESOLUTION
    Motion made by Boorse, Seconded by Heidemann.
    Voting Yea: Boorse, Bremser, Close, Dekker, Grawien, Heidemann, Kelly, Menzer, Mitchell, Perrella – 10.

TENTATIVE DATE OF NEXT REGULAR MEETING

30. Next scheduled meeting: September 21, 2026 at 6:00 PM

ADJOURN MEETING

31. Motion to Adjourn

MOTION TO ADJOURN AT 8:16 PM
Motion made by Boorse, Seconded by Close.
Voting Yea: Boorse, Bremser, Close, Dekker, Grawien, Heidemann, Kelly, Menzer, Mitchell, Perrella – 10.

September 21, 2026

Resignation

Jon Donovan from the Housing Authority effective immediately.

September 17th 2026

TO THE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointments for your confirmation:

- Bob Nixon to be considered for appointment to the Board of Housing Authority

Ryan Sorenson
Mayor
City of Sheboygan

Office of the Mayor

CITY HALL
828 CENTER AVE.
SHEBOYGAN, WI 53081

920-459-3317
www.sheboyganwi.gov

September 3rd 2026

TO THE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointments for your confirmation:

- Liz Kroll to be considered for appointment to the Board of Housing Authority
- Annalise Flynn to be considered for appointment to the Mead Public Library Board
- Karl Nelson to be considered for appointment to the Senior Services Commission
- Quintin Zufelt to be considered for appointment to the Board of Zoning Appeals

Ryan Sorenson
Mayor
City of Sheboygan

Office of the Mayor

CITY HALL
828 CENTER AVE.
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CITY OF SHEBOYGAN
RESOLUTION 105-26-27

BY ALDERPERSONS MITCHELL AND PERRELLA.

SEPTEMBER 14, 2026.

A RESOLUTION authorizing the appropriate City officials to execute an Engagement Letter Agreement with Baker Tilly US, LLP ("Baker Tilly") for auditing services and financial statement preparation for fiscal years 2026 through 2030.

WHEREAS, Wisconsin Administrative Code § Tax 16 requires municipalities with populations over 25,000 to submit an audit opinion with the annual financial report submission to the WI Department of Revenue; and

WHEREAS, the City has worked with Baker Tilly as its independent third-party auditor since the 2021 fiscal year; and

WHEREAS, it is in the best interest of the City to continue its engagement with Baker Tilly to provide auditing services.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are authorized to enter into the attached Engagement Letter Agreement with Baker Tilly US, LLP for auditing services and financial statement preparation for fiscal years 2026 through 2030.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL
_____.

Presiding Officer

_____
Ryan Sorenson, Mayor, City of Sheboygan

Attest

_____
Meredith DeBruin, City Clerk, City of Sheboygan

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Adopted by Resolution No. _____

Baker Tilly US, LLP
311 N. Green St. Suite 600
Chicago, IL 60607-1044
United States of America

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bakertilly.com

August 26, 2026

Kaitlyn Krueger, Finance Director
City of Sheboygan
828 Center Ave
Sheboygan, Wisconsin 53081-0000
United States

Thank you for using Baker Tilly US, LLP (Baker Tilly, we, our) as your accountants.

The purpose of this letter (the Engagement Letter) is to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide to the City of Sheboygan (Client, you, your).

Services and Related Report

We will audit the basic financial statements of Client as of and for the years ended December 31, 2026, 2027, 2028, 2029 and 2030, and the related notes to the financial statements (collectively, the “financial statements”). Upon completion of our audit, we will provide Client with our audit report on the financial statements referred to below. If, for any reasons caused by or relating to the affairs or management of Client, we are unable to complete the audit or are unable to or have not formed an opinion, or if we determine in our professional judgment the circumstances necessitate, we may withdraw and decline to issue a report as a result of this engagement. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add an emphasis-of-matter paragraph or other-matter paragraph to our auditor's report, or if necessary, withdraw from the engagement.

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The following supplementary information accompanying the financial statements will also be subjected to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and our auditor's report will provide an opinion on it in relation to the financial statements as a whole.

> Combining and Individual Fund Financial Statements

Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), to supplement Client's financial statements. Such information, although not a part of the financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the financial statements in an appropriate operational, economic or historical context. As part of our engagement, we will apply certain limited procedures to Client's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's response to our inquiries, the financial statements, and other knowledge we obtained during our audit of the financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

> Management's Discussion and Analysis
> Budget Comparison Schedules
> OPEB - related schedules
> Pension - related schedules

Our report does not include reporting on key audit matters.

Our Responsibilities and Limitations

The objective of a financial statement audit is the expression of an opinion on the financial statements. We will be responsible for performing that audit in accordance with auditing standards generally accepted in the United States of America (GAAS). These standards require that we plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement, whether caused by error or fraud. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. A misstatement is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user based on the financial statements. The objective also includes reporting on:

> Internal control related to the financial statements and compliance with laws, regulations and the provisions of contracts or grant agreements, noncompliance with which could have a direct and material effect on the financial statements in accordance with *Government Auditing Standards*.
> Internal control related to major federal and state program(s) and an opinion (or disclaimer of opinion) on compliance with laws, regulations and the provisions of contracts or grant agreements that could have a direct and material effect on each major federal and state program(s) in accordance with the Single Audit Act Amendments of 1996 and OMB Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) and the State Single Audit Guidelines.

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The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (i) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (ii) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose.

We will be responsible for performing the audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States and will include tests of accounting records and other procedures we consider necessary to enable us to express such an opinion and to render the required reports.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with laws, regulations and the provisions of grant agreements, noncompliance with which could have a material effect on the financial statements, as required by *Government Auditing Standards*.

We will be responsible for performing the audit in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; the OMB Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) and the State Single Audit Guidelines, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance and the State Single Audit Guidelines, and other procedures we consider necessary to enable us to express such opinions and to render the required reports.

As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit. We will also:

> Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

> Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity’s internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

> Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

> Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity’s ability to continue as a going concern for a reasonable period of time.

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Because of the inherent limitations of an audit, together with the inherent limitations of internal controls, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse. Our audit will include examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. Our audit does not relieve management or City Common Council of their responsibilities. Our audit is limited to the period covered by our audit and does not extend to any later periods during which we are not engaged as auditor.

The audit will include obtaining an understanding of Client and its environment, including internal controls, sufficient to assess the risks of material misstatement of the financial statements and to determine the nature, timing and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to management and City Common Council internal control matters that are required to be communicated under professional standards. We will also inform you of any other matters involving internal control, if any, as required by *Government Auditing Standards* and the Uniform Guidance and the State Single Audit Guidelines.

Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance and the State Single Audit Guidelines, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal and state award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control over compliance issued pursuant to the Uniform Guidance and the State Single Audit Guidelines.

Also, if required by *Government Auditing Standards*, we will report known or likely fraud, illegal acts, violations of provisions of contracts or grant agreements, or abuse directly to parties outside of Client.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Client's compliance with the provisions of applicable laws, regulations, contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance and the State Single Audit Guidelines require that we also plan and perform the audit to obtain reasonable assurance about whether you have complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of test of transactions and other applicable procedures described in the OMB Compliance Supplement and the State Single Audit Guidelines for the types of compliance requirements that could have a direct and material effect on each of Client's major programs. The purpose of those procedures will be to express an opinion on your compliance with requirements applicable to each of your major programs in our report on compliance issued pursuant to the Uniform Guidance and the State Single Audit Guidelines.

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We are also responsible for determining that City Common Council are informed about certain other matters related to the conduct of the audit, including (i) our responsibility under GAAS, (ii) an overview of the planned scope and timing of the audit, and (iii) significant findings from the audit, which include (a) our views about the qualitative aspects of your significant accounting practices, accounting estimates, and financial statement disclosures; (b) difficulties encountered in performing the audit; (c) uncorrected misstatements and material corrected misstatements that were brought to the attention of management as a result of auditing procedures; and (d) other significant and relevant findings or issues (e.g., any disagreements with management about matters that could be significant to your financial statements or our report thereon, consultations with other independent accountants, issues discussed prior to our retention as independent auditors, fraud and illegal acts, and all significant deficiencies and material weaknesses identified during the audit). Lastly, we are responsible for ensuring that City Common Council receive copies of certain written communications between us and management including written communications on accounting, auditing, internal controls or operational matters and representations that we are requesting from management.

The audit will not be planned or conducted in contemplation of reliance of any specific third party or with respect to any specific transaction. Therefore, items of possible interest to a third party will not be specifically addressed and matters may exist that would be addressed differently by a third party, possibly in connection with a specific transaction.

Nonattest Services

Prior to or as part of our audit engagement, it may be necessary for either Baker Tilly US, LLP or Baker Tilly Advisory Group, LP to perform certain nonattest services. For purposes of this letter, nonattest services include services that *Government Auditing Standards* refer to as nonaudit services.

We will perform the following nonattest services:

> Financial statement preparation assistance
> Preparation of auditee section of data collection form
> Preparation of SEFSA

None of these nonattest services constitute an audit under generally accepted auditing standards including *Government Auditing Standards*.

Baker Tilly US, LLP and Baker Tilly Advisory Group, LP will not perform any management functions or make management decisions on your behalf with respect to any nonattest services we provide.

In connection with our performance of any nonattest services, Baker Tilly US, LLP or Baker Tilly Advisory Group, LP agree that you will:

> Continue to make all management decisions and perform all management functions including approving all journal entries and general ledger classifications when they are submitted to you.
> Designate an employee with suitable skill, knowledge and/or experience, preferably within senior management, to oversee the services performed.
> Evaluate the adequacy and results of the nonattest services performed.
> Accept responsibility for the results of the nonattest services.
> Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function.

On a periodic basis, as needed, we will meet with you to discuss your accounting records and the management implications of your financial statements. We will notify you, in writing, of any matters that we believe you should be aware of and will meet with you upon request.

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In addition to the audit services discussed above, we will compile the annual Financial Report Form to the Wisconsin Department of Revenue. See Addendum attached, which is an integral part of this Engagement Letter.

Management's Responsibilities

Our audit will be conducted on the basis that Client's management and, when appropriate, City Common Council, acknowledge and understand that they have responsibility:

> For the preparation and fair presentation of the financial statements and supplementary information in accordance with accounting principles generally accepted in the United States of America;
> For the design, implementation, establishment, and maintenance of internal control relevant to the preparation and fair presentation of financial statements and supplementary information that are free from material misstatement, whether due to fraud or error; and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met and;
> For identifying all federal and state awards received and understanding and complying with the compliance requirements;
> For the design, implementation, and maintenance of effective internal controls over compliance that provides reasonable assurance that Client administers federal and state awards in compliance with the compliance requirements; and
> To provide us with:
  - Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements and supplementary information such as records, documentation, and other matters;
  - Additional information that we may request from management for the purpose of the audit; and
  - Unrestricted access to persons within Client from whom we determine it necessary to obtain audit evidence

You are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance and the State Single Audit Guidelines, it is management’s responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review before we begin fieldwork.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed above. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits or studies. You are also responsible for providing management's views on our current findings, conclusions and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

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You are responsible for the preparation of the supplementary information in conformity with . You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (a) you are responsible for presentation of the supplementary information in accordance with ; (b) that you believe the supplementary information, including its form and content, is fairly presented in accordance with ; (c) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (d) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for (i) adjusting the financial statements to correct material misstatements and for affirming to us in a management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period under audit are immaterial, both individually and in the aggregate, to the financial statements taken as a whole, and (ii) notifying us of all material weaknesses, including other significant deficiencies, in the design or operation of your internal control over financial reporting that are reasonably likely to adversely affect your ability to record, process, summarize and report external financial data reliably in accordance with . Management is also responsible for identifying and ensuring that Client complies with the laws and regulations applicable to its activities.

As part of our audit process, we will request from management and, when appropriate, City Common Council written confirmation concerning representations made to us in connection with the audit.

Management is responsible for informing us on a timely basis of the name of any single investor in you that owns 20% or more of your equity at any point in time. Management is also responsible for informing us on a timely basis of any investments held by you which constitutes 20% or more of the equity/capital of the investee entity at any point in time.

Our professional standards require that we remain independent of Client as well as any “affiliate” of Client. Professional standards define an affiliate as follows:

Included Entities: Entities that are required under the applicable financial reporting framework to be included in the financial statements of the financial statement attest client, and are included. This would include the following:

> An entity included in a Client’s financial statements and the auditor does not refer to another auditor’s report regarding that entity;

> An entity included in a Client’s financial statements and the auditor make’s reference to another auditor’s report regarding that entity and is material to Client’s financial statements as a whole and Client has “more than minimal influence” over the entity’s accounting or financial reporting process.

Excluded Entities: Entities that are required under the applicable financial reporting framework to be included in the financial statements of the financial statement attest client, but are excluded. This would include the following:

> An entity excluded in a Client’s financial statements and is material to Client’s financial statements as a whole and Client has “more than minimal influence” over the entity’s accounting or financial reporting process.

Investments (Investee): Investments in an investee held by the investor (Client or another “affiliate” of the Client). This would include investments when the following occurs:

> When the investor either;

- Controls the investee (e.g. controlling or ownership interest) unless the investment in the investee is trivial and clearly inconsequential to Client’s financial statements as a whole; or
- Has significant influence over the investee and the investment in the investee is material to Client’s financial statements as a whole.

Baker Tilly is not a municipal advisor as defined in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act or under Section 15B of the Securities Exchange Act of 1934 (the Act). Baker Tilly is not recommending an action to Client; is not acting as an advisor to you and does not owe a fiduciary duty pursuant to Section 15B of the Act to you with respect to the information and material contained in the deliverables issued under this engagement. Any municipal advisory services would only be performed by Baker Tilly Municipal Advisors LLC (BTMA) pursuant to a separate engagement letter between you and BTMA. You should discuss any information and material contained in the deliverables with any and all internal and external advisors and experts that you deem appropriate before acting on this information or material.

Other Documents

If you intend to reproduce or publish the financial statements in an annual report or other information (excluding official statements), and make reference to our firm name in connection therewith, you agree to publish the financial statements in their entirety. In addition, you agree to provide us, for our approval and consent, proofs before printing and final materials before distribution.

If you intend to reproduce or publish the financial statements in an official statement, unless we establish a separate agreement to be involved in the issuance, any official statements issued by Client must contain a statement that Baker Tilly is not associated with the official statement, which shall read "Baker Tilly US, LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Baker Tilly US, LLP, has also not performed any procedures relating to this official statement."

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

At the conclusion of our engagement, we will complete the appropriate auditor sections of the Data Collection Form that summarizes our audit findings. It is management’s responsibility to complete the auditee sections and to submit the reporting package (including financial statements, schedule of expenditures of federal and state awards, summary schedule of prior year audit findings, auditors' reports and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include within the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of thirty (30) days after receipt of the auditors’ reports or nine (9) months after the end of the audit period.

We will provide copies of our reports to Client, however, management is responsible for distribution of the reports and the financial statements. Copies of our reports are to be made available for public inspection unless restricted by law or regulation or if they contain privileged and Confidential Information.

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The documentation for this engagement, including the workpapers, is the property of Baker Tilly and constitutes Confidential Information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to federal or state agencies for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Baker Tilly personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

We may have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory requirements for records retention. Baker Tilly does not retain any original client records; so we will return such records to you at the completion of the services rendered under this engagement. When such records are returned to you, it is Client's responsibility to retain and protect its accounting and other business records for future use, including potential review by any government or other regulatory agencies. By your signature below, you acknowledge and agree that, upon the expiration of the documentation retention period, Baker Tilly shall be free to destroy our workpapers related to this engagement. If we are required by law, regulation or professional standards to make certain documentation available to regulators, Client hereby authorizes us to do so.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any subsequent peer review reports received during the period of the contract. Our most recent peer review report accompanies this letter.

Timing and Fees

Our estimated professional fees for these services will be as follows:

Year	Annual Financial Audit	Single Audit	State Report Preparation	Totals
2026	$68,500	$10,500	$2,400	$81,400
2027	71,240	10,920	2,425	84,585
2028	74,090	11,360	2,450	87,900
2029	77,050	11,810	2,475	91,335
2030	80,130	12,280	2,500	94,910

Quoted, not to exceed, fee includes preparation of City financial statements and all funds of the City, except water. Fee also includes 10 audit journal entries. Any in excess of this amount will be billed for the time taken to prepare the entry. Fee includes all Governmental Accounting Standards Board (GASB) pronouncements in effect as of the date of this proposal except for GASB 87, 96, 101 and 103.

In addition to professional fees, our invoices will include our standard technology charge, plus travel and subsistence and other out-of-pocket expenses related to the engagement.

Invoices for these fees will be rendered each month as work progresses and are payable on presentation. A charge of 1.5 percent per month shall be imposed on accounts not paid within thirty (30) days of receipt of our statement for services provided. In accordance with our firm policies, work may be suspended if your account becomes thirty (30) days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notice of termination, even if we have not completed our report. Client will be obligated to compensate us for all time expended and to reimburse us for all expenditures through the date of termination. In the event that collection procedures are required, Client agrees to be responsible for all expenses of collection including related attorneys' fees.

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Our fee estimate is based on certain assumptions. Certain circumstances may arise during the course of our audit that could significantly affect the targeted completion date or our fee estimate, and additional fees may be necessary as a result. Such circumstances include but are not limited to the following:

- Changes to the timing of the engagement initiated by Client, which may require the reassignment of our personnel.
- Client's failure to provide all information requested by us (i) on the date requested, (ii) in the form acceptable to us, (iii) with no mathematical errors, and (iv) in agreement with the appropriate Client records.
- Significant delays in responding to inquiries made of Client personnel, or significant changes in Client accounting policies or practices, or in Client accounting personnel, their responsibilities, or their availability.
- Significant delays or errors in the draft financial statements and necessary schedules prepared by Client personnel.
- Implementation of new general ledger software or a new chart of accounts by Client.
- Significant changes in Client's business operations, including business combinations, the creation of new entities, divisions, or subsidiaries within Client, significant new employment or equity agreements, or significant subsequent events. Certain business transactions or changes in business operations or conditions, financial reporting, and/or auditing standards may require us to utilize the services of internal or external valuation or tax specialists.
- New financing arrangements or modifications to existing financing arrangements, or significant new federal or state funding.
- Significant deficiencies or material weaknesses in the design or operating effectiveness of Client's internal control over financial reporting.
- A significant level of proposed audit adjustments.
- Issuance of additional accounting or financial reporting standards subsequent to or effective for the periods covered by this Engagement Letter.
- Circumstances beyond our control.

For new business transactions or changes in business operations or conditions, financial reporting and/or auditing standards may require us to utilize the services of internal or external valuation or tax specialists. This includes matters such as business combinations, impairment evaluations and going concern evaluation, among other potential needs for specialists. The time and cost of such services are not included in the fee estimate provided.

Revisions to the scope of our work will be communicated to you and may be set forth in the form of an "Amendment to Existing Engagement Letter." In addition, if we discover compliance issues that require us to perform additional procedures and/or provide assistance with these matters, fees at our standard hourly rates apply.

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Adopted by Resolution No. _____

Acknowledgement

All work to be performed by Baker Tilly under this Engagement Letter shall be subject to Baker Tilly's Assurance Terms attached herein. If you agree with the scope of work and fees outlined in the Engagement Letter and the Assurance Terms, please sign and return this letter.

We appreciate the opportunity to be of service to you. If there are any questions regarding the Engagement Letter, please contact Wendi M Unger, the professional on this engagement who is responsible for the overall supervision and review of the engagement and for determining that the engagement has been completed in accordance with professional standards.

Sincerely,

Baker Tilly US, LLP

The services as set forth in this Engagement Letter and the attached Assurance Terms are agreed to by:

Baker Tilly US, LLP	**City of Sheboygan**
Signed by: Signature: Wendi M Unger 2B5F626E3D1F443...	Signature:
Name: Wendi M Unger	Name: Kaitlyn Krueger
Title: Principal	Title:
Date: August 27, 2026	Date:

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ADDENDUM: State Financial Report Form

We will perform the following services:

1. We will compile, from information you provide, the annual Financial Report Form to the Wisconsin Department of Revenue, for the year ended December 31, 2026. Upon completion of the compilation of the annual Financial Report Form, we will provide you with our accountants' compilation report. If for any reason caused by or relating to affairs or management of Client, we are unable to complete the compilation or if we determine in our professional judgment the circumstances necessitate, we may withdraw and decline to submit the annual Financial Report Form to you as a result of this engagement.

   Our report on the annual Financial Report Form of Client is presently expected to read as follows:

   > Management is responsible for the 2026 Financial Report Form C for the year ended December 31, 2026 included in the accompanying prescribed form. We have performed a compilation engagement in accordance with *Statements on Standards for Accounting and Review Services* promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants. We did not audit or review the 2026 Financial Report Form C included in the accompanying prescribed form, nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by the management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on the 2026 Financial Report Form C included in the prescribed form.
   >
   > The Financial Report Form C included in the accompanying prescribed form is presented in accordance with the requirements of the Wisconsin Department of Revenue, and is not intended to be a presentation in accordance with accounting principles generally accepted in the United States of America.
   >
   > This report is intended solely for the information and use of the Wisconsin Department of Revenue and is not intended to be and should not be used by anyone other than this specified party.

Our Responsibilities and Limitations

We will be responsible for performing the compilation in accordance with *Statements on Standards for Accounting and Review Services* established by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements. We will utilize information that is the representation of management without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for the statements to be in conformity with GAAP.

Our engagement cannot be relied upon to disclose errors, fraud or other illegal acts that may exist and, because of the limited nature of our work, detection is highly unlikely. However, we will inform the appropriate level of management of any material errors, and of any evidence that fraud may have occurred. In addition, we will report to you any evidence or information that comes to our attention during the performance of our compilation procedures regarding illegal acts that may have occurred, unless they are clearly inconsequential. We have no responsibility to identify and communicate deficiencies in your internal control as part of this Engagement Letter.

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Management's Responsibilities

Client's management is responsible for the financial statements referred to above. In this regard, management is responsible for (i) the preparation and fair presentation of the Financial Report Form C included in the form prescribed by the Wisconsin Department of Revenue, (ii) designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the Financial Report Form C, (iii) preventing and detecting fraud, (iv) identifying and ensuring that you comply with the laws and regulations applicable to its activities, and (v) making all financial records and related information available to us. Management also is responsible for identifying and ensuring that you comply with the laws and regulations applicable to its activities.

Management is responsible for providing us with the information necessary for the compilation of the financial statements and the completeness and the accuracy of that information and for making your personnel available to whom we may direct inquiries regarding the compilation. We may make specific inquiries of management and others about the representations embodied in the financial statements.

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Adopted by Resolution No. _____

EideBailly

CPAs & BUSINESS ADVISORS

Report on the Firm's System of Quality Control

November 14, 2024

To the Partners of Baker Tilly US, LLP
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Baker Tilly US, LLP (the Firm) applicable to engagements not subject to Public Company Accounting Oversight Board (PCAOB) permanent inspection in effect for the year ended March 31, 2024. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a system review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The Firm is responsible for designing and complying with a system of quality control to provide the Firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The Firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design and compliance with the Firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans, audits performed under FDICIA, and examinations of service organizations (SOC 1 and SOC 2 engagements).

As a part of our peer review, we considered reviews by regulatory entities as communicated by the Firm, if applicable, in determining the nature and extent of our procedures.

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Adopted by Resolution No. _____

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Baker Tilly US, LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended March 31, 2024, has been suitably designed and complied with to provide the Firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Baker Tilly US, LLP has received a peer review rating of *pass*.

Eide Bailly LLP

Eide Bailly LLP
Minneapolis, Minnesota

Adopted by Resolution No. _____

Baker Tilly US, LLP
Standard Assurance Terms

These Standard Assurance Terms ("Engagement Terms") govern the Services provided by Baker Tilly US, LLP ("Baker Tilly," "we," "us," "our") set forth in the engagement letter (the "Engagement Letter") to which these Engagement Terms are attached. These Engagement Terms and, where applicable, any online terms and conditions or terms of use ("Online Terms") related to online products or services ("Online Offering") or third-party software ("Third-Party Software") made available to Client by Baker Tilly, together with the Engagement Letter (collectively, the "Agreement"), constitute the entire understanding of the agreement between Baker Tilly and the Client referred to on such Engagement Letter. This Agreement shall supersede and replace all prior or contemporaneous representations, understandings or agreements with regard to the Services, and may not be modified or amended except by an agreement in writing signed between the parties hereto. For clarity and avoidance of doubt, these Engagement Terms and the Engagement Letter govern Baker Tilly's provision of Services, and the Online Terms govern Client's use of the Online Offering or Third-Party Software. If there is a conflict between these Engagement Terms and the terms of any Engagement Letter, these Engagement Terms shall govern. Any capitalized terms not defined herein shall have the meaning set forth in the Engagement Letter.

1. Client Information

All information provided by you or on your behalf ("Client Information") will be accurate and complete. You represent the provision of Client Information to us will not infringe any intellectual property, privacy, proprietary, or other third-party rights. You also represent that you have obtained all necessary consents and have provided all necessary notifications to the extent required by applicable law in connection with the provision of Client Information to us.

2. Confidentiality and Required Disclosures

a. With respect to this Agreement and any information supplied by the disclosing party (the "Disclosing Party") in connection with this Agreement that should reasonably be treated as confidential and/or proprietary ("Confidential Information"), the receiving party (the "Recipient") agrees to: (i) protect the Confidential Information in the same manner in which it protects its confidential information of like importance, but in no case using less than reasonable care; (ii) use the Confidential Information only to perform its obligations under this Agreement; and (iii) reproduce Confidential Information only as required to perform its obligations under this Agreement. This section shall not apply to information which is (a) publicly known, other than as a result of a breach of this Agreement by Recipient, (b) already known to the Recipient, (c) disclosed to Recipient by a third party who, to the best of Recipient's knowledge, owes no obligation of confidentiality to the Disclosing Party or (d) independently developed by Recipient. Subject to the foregoing, Baker Tilly may disclose Client's Confidential Information (y) to its Subcontractors and subsidiaries, or (z) when required to comply with a legal requirement or order, or as required by regulations or professional standards governing the Services performed.
b. Baker Tilly may be required to disclose Confidential Information to federal, state and international regulatory bodies or a court in criminal or other civil litigation. In the event that Baker Tilly receives a request from a third party (including a subpoena, summons or discovery demand in litigation) calling for the production of information, Baker Tilly will promptly notify the Client, unless otherwise prohibited. In the event Baker Tilly is requested by Client or required by government regulation, subpoena or other legal process to produce Baker Tilly's engagement working papers or its personnel as witnesses with respect to Services rendered to Client, so long as Baker Tilly is not a party to the proceeding in which the information is sought, Baker Tilly may seek reimbursement for Baker Tilly's professional time and expenses, as well as the fees and legal expenses, incurred in responding to such a request.
c. Baker Tilly may be required to disclose Confidential Information with respect to complying with certain professional obligations, such as regulatory and state board of accountancy oversight and peer review programs. All participants in peer review programs are bound by the same confidentiality requirements as Baker Tilly and its employees. Baker Tilly will not be required to notify the Client if disclosure of Confidential Information is necessary for such purposes.

3. Workpaper Retention

a. Our documentation for this engagement, including our workpapers, is the property of Baker Tilly and constitutes Confidential Information. We may retain the documentation for a period of time sufficient to satisfy our firmwide document retention policy and any applicable legal or regulatory requirements for records retention. Baker Tilly does not retain any original client records and Baker Tilly will return such records to Client at the completion of the Services rendered under this Agreement. When such records are returned to Client, it is the Client's responsibility to retain and protect its accounting and other business records for future use, including potential review by any government or other regulatory agencies. Client acknowledges and agrees that, upon the expiration of the documentation retention period, Baker Tilly shall be free to destroy its engagement files, including its workpapers, related to this Agreement. If Baker Tilly is required by law, regulation or professional standards to make certain documentation available to regulators, the Client hereby authorizes Baker Tilly to do so.

4. Support Staff and Personnel

a. Baker Tilly may use temporary contract staff to perform certain tasks on this engagement and will bill for that time at the rate that corresponds to Baker Tilly staff providing a similar level of service. Upon request, Baker Tilly will be happy to provide details on training, supervision and billing arrangements Baker Tilly uses in connection with these professionals. Additionally, Baker Tilly may from time to time, and depending on the circumstances, use subcontractors (e.g., to act as a specialist or audit an element of the financial statements) in serving Client's account ("Subcontractors"). Baker Tilly may share Confidential Information about Client with these contract staff and Subcontractors. Baker Tilly remains committed to maintaining the confidentiality and security of Client's information. Accordingly, Baker Tilly maintains internal policies, procedures and safeguards to protect the confidentiality of Client's personal information. Contract staff and Subcontractors are subject to confidentiality agreements requiring them to maintain the confidentiality of Client's information and Baker Tilly will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of Client's Confidential Information to others. In the event that Baker Tilly is unable to secure an appropriate confidentiality agreement, Client will be asked to provide Client's consent prior to the sharing of Client's Confidential Information with the contract staff or Subcontractors. Baker Tilly will remain responsible for the work provided by any such contract staff or Subcontractors.
b. Certain engagement personnel who are not licensed as certified public accountants may provide services during this engagement.

5. Limitation on Damages and Indemnification

a. THE LIABILITY (INCLUDING ATTORNEY'S FEES AND ALL OTHER COSTS) OF BAKER TILLY AND ITS PRESENT OR FORMER PARTNERS, PRINCIPALS, AGENTS OR EMPLOYEES RELATED TO ANY CLAIM FOR DAMAGES RELATING TO THE SERVICES PERFORMED UNDER THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID TO BAKER TILLY FOR THE PORTION OF THE WORK TO WHICH THE CLAIM RELATES, EXCEPT TO THE EXTENT FINALLY DETERMINED TO HAVE RESULTED FROM THE WILLFUL MISCONDUCT OR FRAUDULENT BEHAVIOR OF BAKER TILLY RELATING TO SUCH SERVICES. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY TO THE FULL EXTENT ALLOWED BY LAW, REGARDLESS OF THE GROUNDS OR NATURE OF ANY CLAIM ASSERTED, INCLUDING THE NEGLIGENCE OF EITHER PARTY.

b. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INDIRECT, OR INCIDENTAL DAMAGES, COSTS, EXPENSES OR LOSSES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS AND OPPORTUNITY COSTS) ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT.

c. As Baker Tilly is performing the Services solely for Client's benefit, Client will indemnify Baker Tilly, its subsidiaries, and their present or former partners, principals, employees, officers and agents against all costs, fees, expenses, damages and liabilities (including attorney's fees and all defense costs) associated with any third party claim, relating to or arising as a result of the Services, or this Agreement.

d. Because of the importance of the information that Client provides to Baker Tilly with respect to Baker Tilly's ability to perform the Services, Client hereby releases Baker Tilly and its present and former partners, principals, agents and employees from any liability, damages, fees, expenses and costs, including attorney's fees, relating to the Services, that arise from or relate to any information, including representations by management, provided by Client, Client personnel or agents, that is not complete, accurate or current, whether or not management knew or should have known that such information was not complete, accurate or current.

e. Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Agreement are material bargained for bases of this Agreement and that they have been taken into account and reflected in determining the consideration to be given by each party under this Agreement and in the decision by each party to enter into this Agreement.

f. The terms of this Section 5 shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort or any form of negligence, whether of Client, Baker Tilly or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Agreement.

g. Client accepts and acknowledges that any legal proceedings arising from or in connection with the Services provided under this Agreement must be commenced within twelve (12) months after the performance of the Services for which the action is brought, without consideration as to the time of discovery of any claim or any other statutes of limitations or repose.

6. Data Privacy and Security

a. To the extent the Services require Baker Tilly to receive personal data or personal information, excluding protected health information, from Client, Baker Tilly may process, and engage subcontractors to assist with processing, any personal data or personal information, as those terms are defined in applicable privacy laws. Baker Tilly's processing shall be in accordance with the requirements of the applicable privacy laws relevant to the processing in providing Services hereunder, including Services performed to meet the business purposes of the Client, such as Baker Tilly's tax, advisory, and other consulting services. Applicable privacy laws may include any local, state, federal or international laws or regulations governing the collection, use, disclosure, sharing or other processing of personal data or personal information with which Baker Tilly or our clients must comply. Such privacy laws may include (i) the EU General Data Protection Regulation 2016/679 (GDPR); (ii) the California Consumer Privacy Act of 2018 (CCPA); and/or (iii) other laws regulating marketing communications, requiring security breach notification, imposing minimum security requirements, requiring the secure disposal of records, and other similar requirements applicable to the processing of personal data or personal information. Baker Tilly is acting as a Service Provider/Data Processor, as those terms are defined respectively under the CCPA/GDPR, in relation to Client personal data and personal information. As a Service Provider/Data Processor processing personal data or personal information on behalf of Client, Baker Tilly shall, unless otherwise permitted by applicable privacy law, (a) follow Client instructions; (b) not sell personal data or personal information collected from the Client or share the personal data or personal information for purposes of targeted advertising; (c) not process personal data or personal information for commercial purposes other than related to the Client's engagement; (d) notify Client if it becomes aware it can no longer comply with applicable privacy law and, upon such notice, shall permit Client to take reasonable and appropriate steps to remediate personal data or personal information processing; and (e) cooperate with and provide reasonable assistance to Client to ensure compliance with applicable privacy laws. Client is responsible for notifying Baker Tilly of any applicable privacy laws the personal data or personal information provided to Baker Tilly is subject to, and Client represents and warrants it has all necessary authority (including any legally required consent from individuals) to transfer such information and authorize Baker Tilly to process such information in connection with the Services described herein. Client further understands Baker Tilly US, LLP and Baker Tilly Advisory Group, LP and subsidiaries, including Baker Tilly One India LLP, may process Client data as necessary to perform the Services, pursuant to the alternative practice structure in place between these entities. Baker Tilly Advisory Group, LP maintains custody of client files for Baker Tilly. By executing this Agreement, Client hereby consents to the transfer to Baker Tilly Advisory Group, LP of all Client files, workpapers and work product. Baker Tilly Advisory Group, LP and its subsidiaries are bound by the same confidentiality obligations as Baker Tilly US, LLP. Client agrees that Baker Tilly has the right to utilize Client data to improve internal processes and procedures and to generate aggregated/de-identified data from the data provided by Client to be used for Baker Tilly business purposes and with the outputs owned by Baker Tilly. For clarity, Baker Tilly will only disclose aggregated/de-identified data in a form that does not identify Client, Client employees, or any other individual or business entity and that is stripped of all persistent identifiers. Client is not responsible for Baker Tilly's use of aggregated/de-identified data.

b. Baker Tilly has established information security related operational requirements that support the achievement of our information security commitments, relevant information security related laws and regulations and other information security related system requirements. Such requirements are communicated in Baker Tilly's policies and procedures, system design documentation and

contracts with customers. Information security policies have been implemented that define our approach to how systems and data are protected. Client is responsible for providing timely written notification to Baker Tilly of any additions, changes or removals of access for Client personnel to Baker Tilly provided systems or applications. If Client becomes aware of any known or suspected information security or privacy related incidents or breaches related to this Agreement, Client should timely notify Baker Tilly via email at dataprotectionofficer@bakertilly.com.

7. Termination

This Agreement may be terminated at any time by either party upon written notice to the other. In such event, Baker Tilly will stop providing services hereunder except on work, mutually agreed upon in writing, necessary to carry out such termination. In the event of termination: (a) Client shall pay for services provided and expenses incurred through the effective date of termination, (b) Baker Tilly will provide all finished reports that have been prepared pursuant to this Agreement, (c) neither party shall be liable to the other for any damages that occur as a result of Baker Tilly ceasing to render services, and (d) Baker Tilly will require any new accounting firm that Client may retain to execute access letters satisfactory to Baker Tilly prior to reviewing our files.

8. Alternative Dispute Resolution

a. Except for disputes related to confidentiality or intellectual property rights, all disputes and controversies of every kind and nature arising out of or in connection with this Agreement and/or the Services, or any services subsequently provided to Client by Baker Tilly, or as to the existence, construction, validity, interpretation or meaning, performance, nonperformance, enforcement, operation, breach, continuation or termination of this Agreement and/or the continuation or termination of any services ("Dispute(s)") shall be resolved as set forth in this section using the following procedure. In the unlikely event that a Dispute is not resolved by mutual agreement, the parties to the Dispute agree to attempt in good faith to settle the Dispute by mediation administered by the American Arbitration Association (AAA) under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute resolution procedure. Each party shall bear their own expenses from mediation, and the fees and expenses of the mediator shall be shared equally by the parties.
b. If mediation does not settle the Dispute, then the Dispute shall be settled by binding arbitration to be initiated by the party seeking damages or other permitted relief in any form (the "Claimant"). The arbitration proceeding shall take place in the city in which the Baker Tilly office providing the services subject to the Dispute is located, unless the parties mutually agree to a different location. The proceeding shall be governed by the provisions of the Federal Arbitration Act (FAA) as amended and effective February 1, 2015, and will proceed in accordance with the Arbitration Rules for Professional Accounting and Related Disputes of the AAA (the "Rules"), except that no prehearing discovery shall be permitted unless specifically authorized by the arbitrators upon a showing of substantial need. Any issue concerning the extent to which the Dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of any of these procedures, shall be governed by the FAA and resolved by the arbitrators. The arbitration will be conducted before a panel of three (3) arbitrators, with experience in accounting and auditing matters or resolving accounting and auditing matters. In the thirty (30) days after the arbitration is initiated, the parties shall attempt to mutually agree on the three (3) arbitrators, including one arbitrator who will serve as chair of the panel, and all of whom may be selected from AAA, JAMS, the Center for Public Resources, or any other internationally or nationally-recognized organization mutually agreed upon by the parties. If the parties cannot agree on a panel of three (3) arbitrators within the thirty (30) day period, the three (3) arbitrators shall be selected according to Rules A-16(a) and (b) of the Rules except that the AAA shall send an identical list of fifteen (15) names to the parties to the arbitration. The arbitrators shall have no authority to award non-monetary or equitable relief and will not have the right to award punitive damages or statutory awards. Furthermore, in no event shall the arbitrators have power to make an award that would be inconsistent with the Agreement or any amount that could not be made or imposed by a court deciding the matter in the same jurisdiction. The award of the arbitration shall be in writing and shall be accompanied by a well-reasoned opinion. The award issued by the arbitrators may be confirmed in a judgment by any federal or state court of competent jurisdiction. Each party shall be responsible for their own costs associated with the arbitration, except that the costs of the arbitrators shall be equally divided by the parties. Both parties agree and acknowledge that they are each giving up the right to have any Dispute heard in a court of law before a judge and a jury, as well as any appeal. The arbitration proceeding and all information disclosed during the arbitration shall be maintained as confidential, except as may be required for disclosure to professional or regulatory bodies or in a related confidential arbitration. The arbitrators shall apply the limitations period that would be applied by a court deciding the matter in the same jurisdiction and subject to the choice of law provision set forth below, including the contractual limitations set forth in this Agreement, and shall have no power to decide the Dispute in any manner not consistent with such limitations period.
c. Client and Baker Tilly agree that if a party breaches any of its obligations hereunder, and if such breach will cause irreparable harm, the nonbreaching party shall, without limiting its other rights or remedies, be entitled to seek equitable relief (including, but not limited to, injunctive relief) to enforce its rights hereunder, including without limitation protection of its proprietary rights. The parties agree that the parties need not invoke the mediation or arbitration procedures set forth in this section in order to seek injunctive or declaratory relief. Baker Tilly's Services shall be evaluated solely on Baker Tilly's substantial conformance with the terms expressly set forth herein, including all applicable professional standards. Any claim of nonconformance must be clearly and convincingly shown.

9. Force Majeure

In the event that either party is prevented from performing, or is unable to perform, any of its obligations under this Agreement due to any act of God; fire, casualty, flood, war, strike, lock out, failure of public utilities, or injunction; any act, exercise, assertion or requirement of any governmental authority; any epidemic, destruction of production facilities, or insurrection; any, inability to obtain labor, materials, equipment, transportation or energy sufficient to meet needs; or any other cause beyond the reasonable control of the party invoking this provision, and if such party shall have used reasonable efforts to avoid such occurrence and minimize its duration and has given prompt written notice to the other party, then the affected party's failure to perform shall be excused and the period of performance shall be deemed extended to reflect such delay as agreed upon by the parties.

10. Taxes

Baker Tilly's fees are exclusive of any federal, national, regional, state, provincial or local taxes, including any sales taxes, VAT or other tax withholdings, imposed on this transaction, the fees, or on Client's use of the Services or possession of any deliverable (individually or collectively, the "Taxes"). All applicable Taxes shall be paid by Client without deduction from any fees owed by Client to Baker Tilly. If any applicable law requires Client to deduct or withhold taxes from any payment due to Baker Tilly, Client shall gross up such payment so that, after such deduction or of withholding, Baker Tilly receives the full amount originally invoiced. In the event Client fails to pay any Taxes when due, Client shall defend, indemnify, and hold harmless Baker Tilly, its officers, agents, employees and consultants from and against any and all fines, penalties, damages, costs (including, but not limited to, claims, liabilities or losses arising from or related to such failure by Client) and will pay any and all damages, as well as all costs, including, but not limited to, mediation and arbitration fees and expenses as well as attorneys' fees, associated with Client's breach of this Section 10.

11. Notices

Any notice or communication required or permitted under this Agreement shall be in writing and shall be deemed received (i) on the date personally delivered; or (ii) the date of confirmed receipt if sent by Federal Express, DHL, UPS or any other reputable carrier service, to applicable party (sending it to the attention of the signatory hereto) at the address specified in this Agreement or such other address as either party may from time to time designate to the other using this procedure.

12. Miscellaneous

a. Any offer of employment to members of the engagement team prior to issuance of our report may impair our independence, and as a result, may result in our inability to complete the engagement and issue a report. In addition, Baker Tilly's dedication to client service is carried out through Baker Tilly's employees who are integral in meeting this objective. In recognition of the importance of Baker Tilly's employees it is hereby agreed that the Client will not solicit Baker Tilly's employees for employment or enter into an independent contractor arrangement with any individual who is or was an employee of Baker Tilly for a period of twelve (12) months following the date of the conclusion of this engagement. If the Client violates this non solicitation clause, the Client agrees to pay to Baker Tilly a fee equal to the hired person's annual salary at the time of the violation so as to reimburse Baker Tilly for the costs of hiring and training a replacement.
b. The provisions of this Agreement, which expressly or by implication are intended to survive its termination or expiration, will survive and continue to bind both parties, including any successors or assignees. If any provision of this Agreement is declared or found to be illegal, unenforceable or void, then both parties shall be relieved of all obligations arising under such provision, but if the remainder of this Agreement shall not be affected by such declaration or finding and is capable of substantial performance, then each provision not so affected shall be enforced to the extent permitted by law or applicable professional standards.
c. If because of a change in the Client's status or due to any other reason, any provision in this Agreement would be prohibited by, or would impair Baker Tilly's independence under laws, regulations or published interpretations by governmental bodies, commissions or other regulatory agencies, such provision shall, to that extent, be of no further force and effect and this Agreement shall consist of the remaining portions.
d. Neither this Agreement, nor any claims, rights or licenses granted hereunder may be assigned, delegated or subcontracted by Client without the written consent of Baker Tilly. Baker Tilly may assign and transfer this Agreement to any successor that acquires all or substantially all of the business or assets of Baker Tilly by way of merger, consolidation, other business reorganization, or the sale of interests or assets.
e. The parties hereto are independent contractors. Nothing herein shall be deemed to constitute either party as the representative, agent, partner or joint venture of the other. Baker Tilly shall have no authority to bind Client to any third-party agreement. Though the Services may include Baker Tilly's advice and recommendations, all decisions regarding the implementation of such advice or recommendations shall be the responsibility of, and made by, Client.
f. This Agreement's provisions shall not be deemed modified or amended by the conduct of the parties. The failure of either party at any time to enforce any of the provisions of this Agreement will in no way be construed as a waiver of such provisions and will not affect the right of party thereafter to enforce each and every provision thereof in accordance with its terms.
g. Client acknowledges that: (i) Baker Tilly and Client may correspond or convey documentation via Internet e-mail unless Client expressly requests otherwise, (ii) neither party has control over the performance, reliability, availability or security of Internet e-mail, and (iii) Baker Tilly shall not be liable for any loss, damage, expense, harm or inconvenience resulting from the loss, delay, interception, corruption or alteration of any Internet e-mail.
h. Except to the extent expressly provided to the contrary, no third-party beneficiaries are intended under this Agreement.
i. The Services performed under this Agreement do not include the provision of legal advice and Baker Tilly makes no representations regarding questions of legal interpretation. Client should consult with its attorneys with respect to any legal matters or items that require legal interpretation under federal, state or other type of law or regulation.
j. Baker Tilly US, LLP and Baker Tilly Advisory Group, LP and its subsidiary entities provide professional services through an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable laws, regulations and professional standards. Baker Tilly US, LLP is a licensed independent CPA firm that provides attest services to clients. Baker Tilly Advisory Group, LP and its subsidiary entities provide tax and business advisory services to their clients. Baker Tilly Advisory Group, LP and its subsidiary entities are not licensed CPA firms. Baker Tilly Advisory Group, LP and its subsidiaries and Baker Tilly US, LLP, trading as Baker Tilly, are independent members of Baker Tilly International Limited ("Baker Tilly International"). Baker Tilly International is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity, and each describes itself as such. Baker Tilly Advisory Group, LP and Baker Tilly US, LLP are not Baker Tilly International's agent and do not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly Advisory Group, LP, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International have any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.
k. If you request or require that we submit invoices through your vendor management or payment portal system ("VMS"), we will not be responsible for any management, administration or fees of any kind (including as a deduction or set-off to fees due to us) associated with our use of such VMS, and we shall not be subject to any additional terms and conditions of such VMS,

notwithstanding a requirement that we click-through or agree to such terms in order to submit invoices. Any such terms will be void. Further, handwritten edits to this Agreement are expressly rejected and are void.

13. Use of Baker Tilly Name

The Client may not use any of Baker Tilly or its affiliates' names, trademarks, service marks or logos in connection with the services contemplated by this Agreement or otherwise without the prior written permission of Baker Tilly, which permission may be withheld for any or no reason and may be subject to certain conditions.

14. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the state of Illinois, without giving effect to the provisions relating to conflict of laws. Any non-arbitrable action arising under this Agreement shall be brought exclusively in the State of Illinois, and both parties consent to the personal jurisdiction of the state and federal courts located in Illinois .

Certificate Of Completion

Envelope Id: 6207B5A7-8ABD-85C3-825D-B854B72039EA
Status: Delivered
Subject: City of Sheboygan and Baker Tilly Engagement Contract for Signature
Source Envelope:
Document Pages: 20
Signatures: 1
Envelope Originator:
Certificate Pages: 5
Initials: 0
Baker Tilly Contracts
AutoNav: Enabled
BakerTillyContracts@bakertilly.com
EnvelopeId Stamping: Enabled
IP Address: 35.185.192.36
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original
8/27/2026 6:43:58 AM
Holder: Baker Tilly Contracts
BakerTillyContracts@bakertilly.com
Location: DocuSign

Signer Events	Signature	Timestamp
Kaitlyn Krueger kaitlyn.krueger@sheboyganwi.gov Finance Director City of Sheboygan Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 8/27/2026 6:49:59 AM ID: 4b44f18a-ec25-4820-8e6a-0167938c8aa4		Sent: 8/27/2026 6:44:01 AM Viewed: 8/27/2026 6:49:59 AM
Wendi M Unger wendi.unger@bakertilly.com Partner Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 8/27/2026 6:49:49 AM ID: a445b1f1-4a9b-4bbb-b87e-8ecf2215e6c0	Signed by: Wendi M Unger 2B5F626E3D1F443... Signature Adoption: Pre-selected Style Using IP Address: 216.194.104.203	Sent: 8/27/2026 6:44:01 AM Viewed: 8/27/2026 6:49:49 AM Signed: 8/27/2026 6:50:02 AM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/27/2026 6:44:02 AM
Certified Delivered	Security Checked	8/27/2026 6:49:49 AM
Signing Complete	Security Checked	8/27/2026 6:50:02 AM

Adopted by Resolution No. _____

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

Adopted by Resolution No. _____

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Baker Tilly Advisory Group, LP (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Baker Tilly Advisory Group, LP:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: jaclyn.smith@bakertilly.com

To advise Baker Tilly Advisory Group, LP of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at jaclyn.smith@bakertilly.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Baker Tilly Advisory Group, LP

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to jaclyn.smith@bakertilly.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Baker Tilly Advisory Group, LP

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to jaclyn.smith@bakertilly.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Baker Tilly Advisory Group, LP as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Baker Tilly Advisory Group, LP during the course of your relationship with Baker Tilly Advisory Group, LP.

CITY OF SHEBOYGAN
RESOLUTION 106-26-27

BY ALDERPERSONS BOORSE AND HEIDEMANN.

SEPTEMBER 14, 2026.

A RESOLUTION authorizing the creation of a temporary Designated Outdoor Refreshment Area during the 2026 Great Marriages 20th Anniversary Event.

WHEREAS, the Common Council, by Ordinance 11-24-25 adopted on August 5, 2024, modified section 38-59 of the Sheboygan Municipal Code to allow for the creation of a Designated Outdoor Refreshment Area ("DORA") to permit the carrying of open containers and consumption of alcoholic beverages within the DORA boundaries during such times and under such conditions as the Council may specifically permit by authorizing resolution; and

WHEREAS, the City desires to support local business and nonprofits during the 2026 Great Marriages event by creating a temporary Designated Outdoor Refreshment Area ("DORA") encompassing portions of Center Ave between 6th and 7th Streets and Great Marriages.

NOW, THEREFORE, BE IT RESOLVED: That pursuant to section 38-59 of the Sheboygan Municipal Code, there is hereby created a DORA permitting the carrying and consumption of alcoholic beverages with the following conditions:

- The DORA boundaries shall be as depicted by the yellow boundary in the attached Exhibit titled "2026 Great Marriages Anniversary Party Site Plan."

- The carrying and consumption of alcoholic beverages within the Temporary Great Marriages 20th Anniversary DORA District ("District) shall be limited to 4:00 p.m. to 10:00 p.m. on October 1, 2026.

- The carrying and consumption of alcoholic beverages within the District is limited to the alcohol service area, sidewalks, and other portions of the right-of-way not open to vehicular traffic including crosswalks or other pedestrian crossing areas while persons are lawfully crossing the street.

- The carrying and consumption of alcoholic beverages shall not be permitted in parking lots or premises held out to the public for use of motor vehicles, nor on any private property without permission of the owner or occupant.

- The exception shall not permit the possession or consumption of any intoxicating liquor or fermented malt beverages in violation of the provisions of state statutes

or other municipal codes, including, but not limited to the possession or consumption of alcoholic beverages on a licensed premises which were not purchased at that premises, possession or consumption of alcoholic beverages on premises without a license that are open to the public, possession or consumption by underage persons or any other violation.

- All alcoholic beverages sold by individual servings for removal from a licensed premise for consumption within the District shall be served in unbreakable, transparent or semi-transparent containers, except that beverages may be served in their original packaging if such packaging is plastic or aluminum. Beverage containers shall bear a sticker or other identifier indicating that the beverage was purchased by a District-participating entity. Beverages sold or possessed in glass containers shall not be permitted to be opened or consumed within the District.

- Only alcohol served within the District is permitted to be carried within the District. No carry-ins will be allowed.

- The City shall retain the right to suspend or terminate the District at any time when, in the judgment of the Police Chief, Mayor, or City Administrator, such action is necessary in the interest of public safety or to address issues and concerns that may arise in relation to the District, including but not limited to non-compliance of businesses/patrons with the conditions of this resolution, trash or debris or disorderly conduct associated with the District.

- The 20th Anniversary Party organizers shall clearly mark the District boundaries in accordance with any direction given by City staff or law enforcement.

- Common Council approval of this resolution is contingent upon approval of all necessary permits and licenses.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL _____.

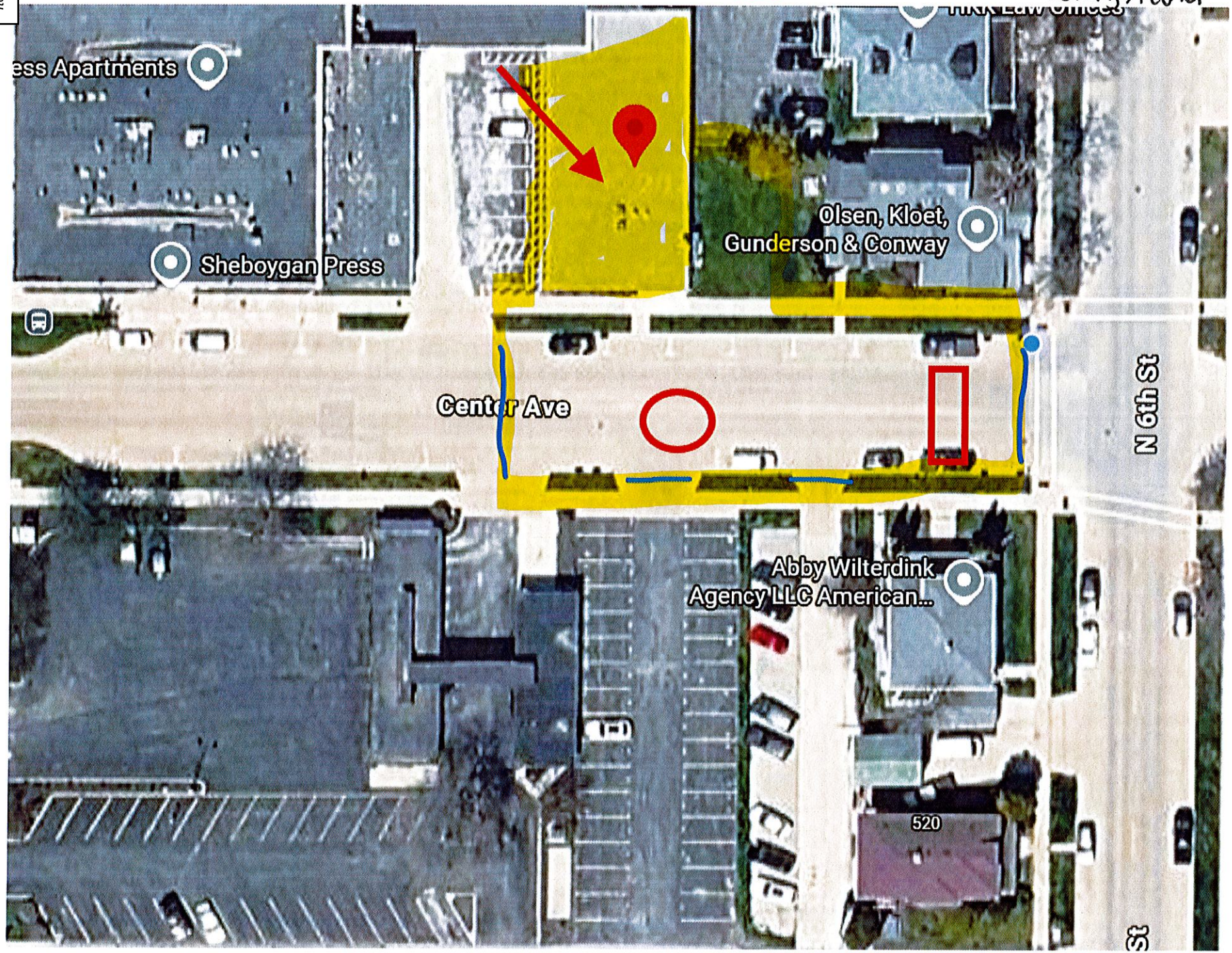
Presiding Officer	Attest
_____	_____
Ryan Sorenson, Mayor, City of Sheboygan	Meredith DeBruin, City Clerk, City of Sheboygan

= DORA

= FOOD TRUCK

= 2 person Band

Selling Alcohol



CITY OF SHEBOYGAN
RESOLUTION 107-26-27

BY ALDERPERSONS MITCHELL AND PERRELLA.

SEPTEMBER 14, 2026.

A RESOLUTION adopting the 2026 City of Sheboygan Consolidated Fee Schedule.

WHEREAS, there have historically been several fee schedules and many references to fees within the Sheboygan Municipal Code; and

WHEREAS, a consolidated fee schedule that reflects all fees provides a more transparent and easily locatable document to determine costs associated with City-provided services and items; and

WHEREAS, the consolidated fee schedule also allows for an easier annual review by City staff to confirm that the current fee covers the City expense and make adjustments through the budget process as needed.

NOW, THEREFORE, BE IT RESOLVED: That the 2026 City of Sheboygan Consolidated Fee Schedule is adopted as contained here within.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL
_____.

Presiding Officer

_____
Ryan Sorenson, Mayor, City of Sheboygan

Attest

_____
Meredith DeBruin, City Clerk, City of Sheboygan

2026 Consolidated Fee Schedule - City of Sheboygan

BUILDING MAINTENANCE DEPARTMENT: MARINA DIVISION

Marina Slips

Sheboygan Municipal Code Reference	Fee Title/Description	2026 Fee
	30 Foot Slip - Full Season Flat Rate	$1,870.00 ($62.33/vft)
	30 Foot Slip - Half Season Flat Rate	$936.00 ($31.20/vft)
	30 Foot Slip - Monthly Rate	$2,169.90 ($72.33/vft)
	35 Foot Slip - Full Season Flat Rate	$2,310.00 ($66.00/vft)
	35 Foot Slip - Half Season Flat Rate	$1,155.00 ($33.00/vft)
	35 Foot Slip - Monthly Rate	$2,660.00 ($76.00/vft)
	40 Foot Slip - Full Season Flat Rate	$2,970.00 ($74.25/vft)
	40 Foot Slip - Half Season Flat Rate	$1,485.00 ($37.13/vft)
	40 Foot Slip - Monthly Rate	$3,370.00 ($84.25/vft)
	45 Foot Slip - Full Season Flat Rate	$3,630.00 ($80.66/vft)
	45 Foot Slip - Half Season Flat Rate	$1,815.00 ($40.33/vft)
	45 Foot Slip - Monthly Rate	$4,079.70 ($90.66/vft)
	T-Dock - Full Season Flat Rate	$82.00/vft
	T-Dock - Half Season Flat Rate	$41.00/vft
	T-Dock - Monthly Rate	$100.00/vft
	Sports Port - Full Season/Half Season Flat Rate	$500.00
	Sports Port - Monthly Rate	$550.00

Riverfront Slips

Sheboygan Municipal Code Reference	Fee Title/Description	2026 Fee
	Discount Slip - Full Season Flat Rate	$1,100.00
	Discount Slip - Half Season Flat Rate	$550.00
	Discount Slip - Monthly Rate	$1,100.00
	25-29 Foot Vessel - Full Season Flat Rate	$2,000.00
	25-29 Foot Vessel - Half Season Flat Rate	$1,000.00
	25-29 Foot Vessel - Monthly Rate	$2,200.00
	30-34 Foot Vessel - Full Season Flat Rate	$2,300.00
	30-34 Foot Vessel - Half Season Flat Rate	$1,150.00
	30-34 Foot Vessel - Monthly Rate	$2,530.00
	35-39 Foot Vessel - Full Season Flat Rate	$2,500.00
	35-39 Foot Vessel - Half Season Flat Rate	$1,250.00
	35-39 Foot Vessel - Monthly Rate	$3,370.00

Miscellaneous Marina Rates & Fees

Sheboygan Municipal Code Reference	Fee Title/Description	2026 Fee
	Transient Discount Slip	$1.50/vft (Marina or Riverfront)
	Transient Slip (Vessel Length 25-79 Feet)	$1.80/vft (Marina or Riverfront)
	Transient Slip (Vessel Length 80+ Feet)	$2.00/vft (Marina or Riverfront)
	Pump-Out Service - Residents	$0.00
	Pump-Out Service - Non-Residents	$15.00
	Fuel Surcharge - Slip Tenants	$0.10 Discount Per Gallon
	The Landing Rental - Residential Rate	$290.00 per day
	The Landing Rental - Non-Residential Rate	$500.00 per day
60-130	Daily Launch Pass	$8.00
60-130	Annual Launch Pass - Resident	$60.00
60-130	Annual Launch Pass - Non-Resident	$70.00

CITY CLERK DEPARTMENT

Sheboygan Municipal Code Reference	Fee Title/Description	2026 Fee

4-27j	Duplicate License	$10.00
4-33a	Transfer of License	$10.00
4-36c1	Operators License Fee	$57.00
4-36c2	Restricted Operators License for a Member of a Club Holding a Retail "Class B" Club License	$25.00
4-36d4	Temporary Operators License	$17.00
4-36d5	Temporary Operators License - Time Does not Permit Common Council Review; City Clerk may Grant or Deny	$25.00
4-36e2	Provisional Operators License	$15.00
4-38b	Provisional Retail License	$15.00
4-39b	Music License	$10.00
4-71d	Alcohol Class A License	$230.00
4-72d	Alcohol Class B License	$100.00
4-72h	Alcohol Special Class B License	$10.00
4-77	Wholesalers License	$25.00
4-103e	Retail Class A License	$500.00
4-104d	Retail Class B License	$500.00
4-104g	Initial Class B License	$10,000.00
4-104h	Class B License Fee	$5,000.00
4-104i	Special Class B License	$10.00
4-105e	Retail Class C License	$100.00
4-115	Class B Club License Fee	$50.00
4-147	Non Alcohol Beverage License - On Premises	$20.00
4-147	Non Alcohol Beverage License - Not on Premises	$10.00
6-23	Pool Table Fee	$15 each table
6-81	Public Dancehall Fee	$10.00
6-118a	Parade Fee - First Day - Outside City	$100.00
6-118b	Parade Fee - Each Additional Day - Outside City	$50.00
6-121a1	Circus Daily Fee	$175.00
6-121a2	Carnival Daily Fee	$75.00
6-121a3	Circus/Carnival Weekly Fee	$325.00
6-147	Theater License	$50 per screen
6-194	Non Alcoholic Dance Hall Fee	$100.00
6-217	Amusement Devices	$100.00
6-218a	Temporary Amusement Machines	$5.00 Per Machine Per Calendar Day; $100.00 max fee
6-220	Temporary Amusement Machines Late Filing Fee	10% of Fee, But Not Less Than $5.00 Per Late License
14-3	Tobacco License	$100.00
14-60	Massage License	$100.00
14-89a	Annual Sidewalk Cafe Permit - Initial License Fee	$350.00
14-89a	Annual Sidewalk Cafe Permit Renewal	$200.00
14-181	Parklet Permits	Greater of $50.00 or $1.00 per square foot; $2,500 max fee
14-287a2	Special Event Vendor Registration	$5.00 For Each Authorized Vendor
14-287b	Special Event Vendor Registration Penalty	$10.00 Per Unregistered Vendor
14-310g	Mobile Food Vendors - Annual License Fee	$200.00
14-345	Tree Removal Fee	$35.00
14-349	Landscaping Renewal License	$25.00
14-349	Tree Removal Renewal License	$25.00
14-372g	Mobile Entertainment Provider License	$250.00
20-69	Ambulance License Fee	$50.00
20-69	Registration Plate Fee Per Ambulance	$10.00
20-74	Vehicle License Certificate Transfer	$1.00
20-177c	Alarm License Application	$50.00
20-177e	Alarm License Renewal	$25.00
20-177e	Alarm License Late Renewal	$50.00
20-179d	Alarm User Permit - Commercial	$25.00
20-179d	Alarm User Permit - Hold Up	$10.00
20-179d	Alarm User Permit - Additional	$15.00

20-179d	Alarm User Permit - Automatic Teller Machine	$15.00
20-179d	Alarm User Permit - Residential or Private Property	$10.00
34-112	Mobile Homes License Fee	$100 per 50 spaces
34-112	License Transfer Fee	$10.00
42-55	Commercial Salvage Yard Fee	$100.00
42-61	Duplicate License Fee	$10.00
42-118	Pawnshops License Fee	$210.00
42-118	Pawnshop Billable Transaction Fee	$1.00 Per Billable Transaction
42-207	Second Hand Article Dealer License	$27.50
42-207	Second Hand Jewelry Dealer License	$30.00
42-207	Second Hand Mall or Flea Market License	$165.00
48-2	Vacation or Discontinuance of Streets Filing Fee	$430.00
52-474	Electric Scooter Application Fee	$250.00
54-32	Franchise Application Fees	$200.00
58-85	Pedal Cab Business License	$25.00
58-85	Pedal Cab Vehicle License	$10.00
58-85	Pedal Cab Operator License	$17.00
58-26	Provisional Taxicab Driver's License	$5.00
58-23	Taxicab Business License	$25.00
58-23	Taxicab Vehicle License	$10.00
58-23	Taxicab Driver's License	$17.00
	Transient Merchant	$100.00
	Change of Agent	$10.00
	Change of Premises	$10.00
	Auctioneer	$50.00
	Zoning Change	$200.00
	Background Check	$7.00
20-114e	Fire Alarm Annual Service Fee	$500.00

FINANCE DEPARTMENT

Sheboygan Municipal Code Reference	Fee Title/Description	2026 Fee
48-191	Bid Fee - Failure to Comply With Contract	$50.00
50-32	Room Tax Permit	$100.00
50-36	Delinquent Room Tax Return	$25.00
	Non-Sufficient Funds Fee	$30.00
18-2b	Retiree Health Insurance - Late Payment Fee	$50.00

FIRE DEPARTMENT

Sheboygan Municipal Code Reference	Fee Title/Description	2026 Fee
24-154d	Prescribed Burn Permit	$75.00
24-338a2e	Fireworks Permit	$150.00
	Lift Assist Fees - First Three Lifts (1-3)	$0.00
	Lift Assist Fees - Next Three Lifts (4-6)	$50.00
	Lift Assist Fees - Next Three Lifts (7-9)	$100.00
	Lift Assist Fees - After Ninth Lift	$150.00 for each additional
	Extrication	$500 each vehicle per incident
	Fire Extinguisher Training (1 hour minimum)	$75 per quarter hour
	Outside Agency Respirator Fit Test	$35 per test
	Standby Apparatus and Crew	$150 per hour
	Hazmat - Floor Dry	$10 per bag or $75 per bag with disposal
	Hazmat - Absorbent Pads	$5 per bag or $20 per bag with disposal
	Hazmat - 3" x 4' Absorbent Boom	$10 each or $25 each with disposal
	Hazmat - 8" x 20' Absorbent Boom	$70 each or $120 each with disposal

PLANNING & DEVELOPMENT DEPARTMENT: BUILDING INSPECTIONS DIVISION

Contractor Licensing & Fees

Sheboygan Municipal Code Reference	Fee Title/Description	2026 Fee
12-557	Board of Appeals Fee	$25.00
	Annual Contractor Certificate Application Fee	$25.00
	Annual Contractor Certificate License Fee, each	$100.00
	Annual General Contractor License Application Fee	$75.00
	Annual Carpenter License Application Fee	$50.00
	General Contractor Annual License Fee	$300.00
	Carpenter Annual License Fee	$200.00
	Contractor - Accessory Annual License Fee	$150.00
	Temporary License Fee - General Contractor	$525.00
	Temporary License Fee - Carpenter	$350.00
	Temporary License Fee - Carpenter - Accessory	$275.00
	Temporary License Fee - Certificate	$200.00
	Temporary License Fee - HVAC	$200.00
12-37	Contractors License Re-Examination	$25.00
34-26	Temporary Parking Permit	$3.00
34-58	Contractors Trailer Permit Fee	$100.00
34-60	Noncompliance Trailer Removal - Cost of Removal	Cost of Removal + $5.00/Day
34-61	Contractors Trailer Fee Renewal	$100.00

Building Permits

Sheboygan Municipal Code Reference	Fee Title/Description	2026 Fee
	Minimum Permit Fee	$50.00
	New Building Construction Permit	$0.30 per square foot
	New One or Two Family Residential Construction Permit - First 2,000 square feet of habitable area	$400.00
	New One or Two Family Residential Construction Permit - Additional habitable area over 2,000 square feet	$20 per 100 square feet or fraction thereof
	Existing Building Alterations (new siding, roofing or repairs where square footage not used)	$10 per $1000 valuation
	Existing Building Additions	$0.30 per square foot
	Exceptions, Fence, Retaining wall, Steps/Stairways or Railing Permit	$40.00
	Driveway, Parking Pad, Slab, Patios or Sidewalk Permit	$50.00
	Pool (500 cubic feet or more) or Any Size Hot Tub/Spa Permit	$10 per $1,000 project cost
	Erosion and Sediment Control Permit (One and Two Family Residential)	$100.00
40-89	Park Impact Fee (Residential)	$641.00 per unit
	Installation, Removal or Replacement of Inground Flammable Tanks	$200 per tank
	Wrecking or Razing (max of $500)	$100.00/Building + $0.02/sq ft
	Wrecking or Razing (Residential Garage)	$50 per building
	Permit to Move Buildings over Public Ways (max of $500)	$100.00/Building + $0.03/sq ft
	Special Inspections/Reports	$100 per report
	Re-Inspection	$75 per inspection
	Early start of footings and foundations - UDC Building	$250.00
	Early start of footings and foundations - All Other Buildings	$1,000.00
	Wisconsin Uniform Building Permit Seal	State Charge plus $10.00
	Address Numbers	Sold at Cost + Tax
	Plan Examination - One & Two Family Residence	$75.00
12-323	Plan Examination - Commercial HVAC	$200.00 ($75.00 per ordinance)
	Plan Examination - Commercial/Industrial Alterations & Additions up to 10,000 square feet	$300.00
	Plan Examination - Commercial/Industrial New Buildings up to 10,000 square feet	$300.00
	Plan Examination - Apartments, 3+ Family Residences, Row Housing	$200.00 + $15.00/Unit

Occupancy Permits

Sheboygan Municipal Code Reference	Fee Title/Description	2026 Fee
	Occupancy Permit Fee - Residential	$50 per unit
	Occupancy Permit Fee - Office, Commercial or Industrial	$250 per unit

Electrical Permits		
Sheboygan Municipal Code Reference	**Fee Title/Description**	**2026 Fee**
12-228a	Electrical Permit - Estimated Job Cost of Up to $1,000	$50 Base Fee
12-228a	Electrical Permit - Estimated Job Cost $1,000 to $1,000,000	$20 per additional $1,000 value or fraction thereof
12-228a	Electrical Permit - Estimated Job Cost over $1,000,000	$10 per additional $1,000 value or fraction thereof
12-228b	Electrical Permit - New One and Two-Family Residences	$200 per unit
12-228b	Renewable Energy Permit - One and Two-Family Residences	$300 per unit
12-228b	Renewable Energy Permit - Estimated Job Cost up to $1,000	$50 Base Fee
12-228b	Renewable Energy Permit - Estimated Job Cost over $1,000	$10 per additional $1,000 value or fraction thereof
12-228b	Additional Fee for Inspections Requested Outside of Normally Scheduled Hours	$100.00
HVAC Permits		
Sheboygan Municipal Code Reference	**Fee Title/Description**	**2026 Fee**
12-323	Residential HVAC Registrations	$40.00
12-323	New One and Two-Family Residence Flat Fee	$200 per unit
12-323	Commercial Plan Review	$200.00
12-323	HVAC Permit - Estimated Job Cost of up to $1,000	$75.00
12-323	HVAC Permit - Estimated Job Cost $1,000 to $1,000,000	$20 per additional $1,000 value or fraction thereof
12-323	HVAC Permit - Estimated Job Cost over $1,000,000	$10 per additional $1,000 value or fraction thereof
Plumbing Permits		
Sheboygan Municipal Code Reference	**Fee Title/Description**	**2026 Fee**
12-595	Initial Connection Residential	$500.00
12-683a	Initial Connection Commercial	$1,000.00
12-683a	Initial Connection Industrial	$1,500.00
12-683a	Initial Connection Mini-Storm	$500.00
12-683a	Fixture Installed, Roughed-In, or Opening Provided for Future Installation of Fixtures or Water-Connected Appurtenance or Appliance	$10 each
12-683b	Water Heater	$10 each
12-683b	Sanitary or Storm Sewer Connection at Main, Curb, or Lot Line	$50.00
12-683b	Sanitary or Storm Sewer Relayed From Main, Curb, or Lot Line	$50.00
12-683b	Building Drain or Relayed Building Drain	$50.00
12-683b	Installing New Water Service From Main, Curb, or Lot Line	$50.00
12-683b	Water Service Relayed From Main, Curb, or Lot Line	$50.00
12-683b	Connection to Building Drain Used to Convey Wastewater or Other Materials Aside from Plumbing Fixtures	$10 each
12-683b	Each Conductor or Drain Connected to the Storm Sewer	$10.00
12-683b	Each Plumbing Fixture or Drain Installed Prior to Such Connection	$10.00
12-683b	Disconnection of an Abandoned Sewer or Water Service	$50.00
12-683b	Repairs to Water, Sanitary and Storm Sewer Lateral	$50.00
12-683b	Private Sanitary or Storm Sewer Main	$40 per 100 feet or fraction thereof
12-683b	Manhole in Private Sanitary or Storm Sewer Main	$40.00
12-683b	Connection Fee to Private Interceptor Sanitary or Storm Main - Residential	$500.00
12-683b	Connection Fee to Private Interceptor Sanitary or Storm Main - Commercial	$1,000.00
12-683b	Connection Fee to Private Interceptor Sanitary or Storm Main - Industrial	$1,500.00
12-683b	Inspection Fee for Private Sewer Lateral	$50.00
12-683b	Private Water Main	$40 per 100 feet or fraction thereof
12-683b	Inspection Fee for Private Water Lateral	$50.00
Building Inspection Non-Compliance Fees		
Sheboygan Municipal Code Reference	**Fee Title/Description**	**2026 Fee**
12-324a; 12-229(a)	Failure to Obtain Permit or Registration - First Incident	Double permit fee plus $100
12-324a; 12-229(a)	Failure to Obtain Permit or Registration - Second Incident	Double permit fee plus $250
12-324a; 12-229(a)	Failure to Obtain Permit or Registration - Third and Subsequent Incidences	Double permit fee plus $500
12-683b	Work Started without Permit - First Incident per Calendar Year	Double the permit fee plus $100
12-683b	Work Started without Permit - Second Incident per Calendar Year	Double the permit fee plus $250

12-683c	Work Started without Permit - Third Incident per Calendar Year	Double the permit fee plus $500
	Failure to call for inspection	Double permit fee plus $50
	Owner hired unlicensed contractor	Double permit fee plus $250
12-329; 12-195(a)	No Show Fee	$75.00
12-329; 12-195(a)	Reinspection Fee	$75.00
12-229	Falsification of Information on a Permit Application	$250.00
Roominghouse Permits		
Sheboygan Municipal Code Reference	**Fee Title/Description**	**2026 Fee**
12-557	Roominghouse Permit Fee	$30.00
12-557	Additional Rooming Unit Fee (Max of $250)	$10.00
12-557	Roominghouse Permit Late Penalty Fee	$50.00
Sign Permits		
Sheboygan Municipal Code Reference	**Fee Title/Description**	**2026 Fee**
44-59	Nonprojecting Sign - Less Than 75 Square Feet in Area	$15.00
44-59	Nonprojecting Sign - 75 to 150 Square Feet in Area	$30.00
44-59	Nonprojecting Sign - More Than 150 Square Feet in Area	$0.20 per square foot
44-59	Billboard - Single-Face Not More Than 288 Square Feet	$50.00
44-59	Billboard - Single-Face 289 to 500 Square Feet	$200.00
44-59	Billboard - Single-Face Back-to-Back, One Structure With Neither Panel Larger Than 288 Square Feet	$75.00
44-59	Billboard - Single-Face Side by Side, One Structure, Not Wall Mounted, With Neither Panel Larger Than 288 Square Feet	$75.00
44-59	Billboard - Single-face Stacked or Decked, One Structure, Not Wall Mounted, With Neither Panel Larger Than 288 Square Feet	$75.00
44-59	All other Billboards - Per Square Foot, Per Panel	$0.20
44-59	All other Billboards -Per Square Foot, Per Second Panel on the Same Structure	$0.10
44-59	Projection Signs - Per Square Foot	$0.40
44-59	Projection Signs - Minimum fee	$20.00
44-59	Projection Signs Annual Fee - Not Exceeding 20 Square Feet in Area	$20.00
44-59	Projection Signs Annual Fee - Exceeding 20 Square Feet in Area	$40.00
44-79	Marquee or Canopy Erection Permit (Based on Underside Area)	$0.20 per square foot, $25 min
44-79	Marquee or Canopy Annual Fee (20 square feet or less)	$25.00
44-79	Marquee or Canopy Annual Fee (More that 20 square feet)	$50.00
PLANNING & DEVELOPMENT DEPARTMENT: PLANNING DIVISION		
Sheboygan Municipal Code Reference	**Fee Title/Description**	**2026 Fee**
105-1013	Amendments - Special Use	$100.00
105-1013	Amendments - Conditional Use	$250.00
105-1013	Amendments - Temporary Use	$0.00
105-1013	Amendments - Sign Permit Minimum	$50.00
105-1013	Amendments - Per Square Foot of Sign Area	$0.50
105-1013	Amendments - Site Plan	$100.00
105-1013	Amendments - Variance	$250.00
105-1013	Amendments - Appeal	$250.00
105-1013	Amendments - Zoning Verification Letter	$50.00
105-1013	Amendments - Communication Tower (New or Substantial Modification)	$3,000.00
105-1013	Amendments - Communication Tower (Nonsubstantial Modification)	$500.00
105-1013	Amendments - Architectural Review	$100.00
103-13	Final Plat Review	$50.00
103-13	Preliminary Plat Review	$75.00
103-13	Certified Survey Map Review	$50.00
POLICE DEPARTMENT		
Sheboygan Municipal Code Reference	**Fee Title/Description**	**2026 Fee**

8-9c2	Neutered Male/Spayed Female Pig License	$3.25	
8-9c2	Unneutered Male/Unspayed Female Pig License	$8.25	
8-9c4	Pig License - Late Fee	$5.00	
8-18d	Animal Fancier Permit	$3.00	
8-18d	Animal Fancier Permit - Late Fee	$5.00	
8-42a	Neutered Male/Spayed Female Dog License	$10.00	($5.25 per Ordinance)
8-42a	Unneutered Male/Unspayed Female Dog License	$15.00	($12.25 per Ordinance)
8-42a	Dog License - Late Fee	$5.00	
8-42b	Neutered Male/Spayed Female Cat License	$5.25	
8-42b	Unneutered Male/Unspayed Female Cat License	$12.25	
8-42b	Cat License - Late Fee	$5.00	
8-81f5	Dangerous Dog Registration	$75.00	
20-154a	Holdup False Alarms - First	$50.00	
20-154a	Holdup False Alarms - Second	$75.00	
20-154a	Holdup False Alarms - Third	$100.00	
20-154a	Holdup False Alarms - Fourth	$125.00	
20-154a	Holdup False Alarms - Fifth	$150.00	
20-154a	Holdup False Alarms - Each Additional	$50.00	
20-154b	Burglar/Intrusion False Alarms - Fifth	$50.00	
20-154b	Burglar/Intrusion False Alarms - Sixth	$70.00	
20-154b	Burglar/Intrusion False Alarms - Seventh	$100.00	
20-154b	Burglar/Intrusion False Alarms - Each Additional	$25.00	
30-1a	Finger Print Fees - Fingerprint Cards Submitted and Processed by FBI	$23.00	
30-1b	Finger Print Fees - Other Fingerprint Cards	$20.00	
52-47; 52-268	Impound Administrative Fee (Plus Storage Cost Per Day)	$15.00	
52-267	Impounded Vehicle - Storage Cost Per Day	$7.00	
	Impacted Parking Fee - Each Additional	$10.00	
	Impacted Parking Fee - Duplicate Permit	$5.00	
52-437	Bicycle Registration Fee	$6.00	
52-438	Bicycle Registration Replacement Sticker	$2.00	
52-439	Bicycle Registration Transfer Fee	$2.00	
2-267(f)	Photocopies	$0.25 per page	
	Electronic Media (CD/DVD/USB Drive)	Actual Cost of the Media	
	Electronic Delivery (Email/Next Request)	Free	
	Postage	Actual USPS Cost	
	Open Records Request Locating Cost	Only if Over $50.00, Based on Hourly Employee Rate	
	Audio/Video Redaction Costs	Non-Waived Requests Based on Hourly Employee Rate; Estimate Provided	

PUBLIC WORKS DEPARMENT: CEMETERY DIVISION

Sheboygan Municipal Code Reference	Fee Title/Description	2026 Fee
16-102g	Deed of Sale Certified Copy	$1 each
16-105a	12-Grave Lot	$7,000.00
16-105b	Six-Grave Lot	$3,500.00
16-105c	Four-Grave Lot	$2,500.00
16-105d	Single Grave, Adult	$650.00
16-105e	Single Grave, Child	$450.00
16-105f	Cremains Space	$400.00
16-105g	Baby Grave	$250.00
16-106a	Quitclaim Deed	$20.00
16-106b	Advance Authorization	$15.00
16-106c	Heirs Release	$15.00
16-140	Charges for Interments in the City Cemetery Performed on Saturday Afternoons Shall be Increased by $10.00	$10.00
16-142a1	Interment - Graves for Adults, Including the Devices, Lining and Sodding Lot	$750.00
16-142a2	Interment - Child's Grave Between Four and Six Feet	$500.00
16-142a3	Interment - Child's Grave to Four Feet	$350.00

16-142a4	Interment - Cremains	$300.00
16-142a5	Interment - Cremains With Vault	$400.00
16-142a6	Interment - Scattering Garden	$250.00
16-142a7	Interment - Plaque for Scattering Garden (Name, Dates of Birth and Death)	$250.00
16-142b1	Tent	$125.00
16-142b2	Tent if Not Preordered	$150.00
16-142b3	Overtime (Determined by Exit Time of 3:30 P.M.) Per One-Half Hour	$100.00
16-142b4	Saturday Charge	$250.00
16-142b5	Saturday Cremains Charge	$150.00
16-142c1	Adult Disinterment for Transfer	$2,000.00
16-142c2	Adult Disinterment/Reburial	$3,000.00
16-142c3	Child Disinterment/Reburial	$1,000.00
16-142c4	Baby Disinterment/Reburial	$750.00
16-142d1	Foundation for Single Marker Up to and Including 24 Inches	$75.00
16-142d2	Foundation for Double Marker Over 24 Inches	$175.00
16-142d3	Four-Foot Full Depth Foundation	Price Upon Request
16-144	Funeral grave cannot be closed before 4:00 P.M.	$1.00 additional charge per hour/fraction thereof
16-145	Indigent Person Fee	$10.00

PUBLIC WORKS DEPARTMENT: ENGINEERING DIVISION

Sheboygan Municipal Code Reference	Fee Title/Description	2026 Fee
22-30	Erosion Control and Stormwater Management Permit (Multi-Family, Commercial & Industrial)	$0.005 per sq ft per line; Min. $100
22-31	Stormwater Fee	$0.005 per sq ft
46-44	Recyclable Retainer bin Replacement Fee	$62.00
48-217	Excavation Permit Fee	$100.00
48-217	Excavation Work Within Right-Of-Way Started Without Permit First Incident	Double the Regular Permit Fee
48-217	Excavation Work Within Right-of-Way Started Without Permit Second Incident	Double the Regular Permit Fee, Plus $250
48-217	Excavation Work Within Right-of-Way Started Without Permit Third Incident	Double the Regular Permit Fee, Plus $500
48-217	Driveway Openings or Sidewalk Repair/Replacement Permit	$25.00
48-96(a)	Permit to Occupy Right-of-Way (Less than 90 Days)	$25.00
48-96(b)	Permit to Occupy Right-of-Way (90 Days or Greater)	$1.50 per square foot
54-93	Annual Right-of-Way Occupancy Registration Fee	$50.00
54-104	Attachment to any City Bridge Structure	$1,000.00
54-142(c)1	Special Assessment for the Construction of Water Main - All lots or Fractions of Lots Abutting on Only One Street Shall be Assessed on a Full-Frontage Basis	$25 per linear foot on each side of the street
54-142(c)2a	Special Assessment for the Construction of Water Main for Platted or Unplatted Parcels abutting two or more streets - First Water Main	$30 per foot for the entire side
54-142(c)2c	Special Assessment for the Construction of Water Main for Platted or Unplatted Parcels abutting two or more streets - Second Side of the corner lot in excess of 120 feet	$30 per foot
54-142(c)2c	Special Assessment for the Construction of Water Main for Platted or Unplatted Parcels abutting two or more streets (Single or Two-Family Residential or Commercial Use) - Second Side of the corner lot in excess of 220 feet	$30 per foot
54-454(b)1	Special Assessment for the Construction of Sanitary Sewer - All lots or Fractions of Lots Abutting on Only One Street Shall be Assessed on a Full-Frontage Basis	$24 per linear foot on each side of the street
54-454(b)2a	Special Assessment for the Construction of Sanitary Sewer for Platted or Unplatted Parcels abutting two or more streets - First Sanitary Sewer	$24 per linear foot for the entire side
54-454(b)2c	Special Assessment for the Construction of Sanitary Sewer for Platted or Unplatted Parcels abutting two or more streets - Second Side of the corner lot in excess of 120 feet	$24 per foot
54-454(b)2c	Special Assessment for the Construction of Sanitary for Platted or Unplatted Parcels abutting two or more streets (Single or Two-Family Residential Use) - Second Side of the corner lot in excess of 220 feet	$24 per foot
54-455(b)1	Special Assessment for Storm Sewer - All lots or Fractions of Lots Abutting on Only One Street Shall be Assessed on a Full-Frontage Basis on each side of the street	$21 per linear foot on each side of the street
54-455(b)2	Special Assessment for the Construction of Storm Sewer for Platted or Unplatted Parcels abutting two or more streets - First Storm Sewer	$21 per foot for the entire side

54-455(b)2	Special Assessment for the Construction of Storm Sewer for Platted or Unplatted Parcels abutting two or more streets - Second Side of the corner lot in excess of 120 feet	$16 per foot
54-456(c)1	Mini-Storm Sewers - All Assessments (see Municipal Code for adjustments)	$12 per foot
54-636	Stormwater Fee Adjustment Request - Review Fee	$200.00
	Encroachment Fees	$1.50 per Sq Ft, Minimum $100.00
	Multiple Encroachment Fees - Same Parcel	$1.50 per Sq Ft for Sum Total of Square Footage, Minimum $100

PUBLIC WORKS DEPARTMENT: EQUIPMENT RENTALS/MISCELLANEOUS FEES

Sheboygan Municipal Code Reference	Fee Title/Description	2026 Fee
	Extra Large Grill (3' x 5' sections)	$40.00 per unit
	Large Grill (18" x 40" sections)	$30.00 per unit
	6' Picnic Table with Attached Bench	$25.00 per unit
	10' Straight Table	$25.00 per unit
	10' Straight Bench	$20.00 per unit
	4' Park Bench with Backrest	$25.00 per unit
	Chair Trailer (320 chairs)	$200.00 per unit
	Mobile Stage (24' x 32' x 40" tall)	$500.00 per unit
	Drum Stage (16' x 8' x 12" or 18" tall)	$120.00 per unit
	Dance Floor (17.5' x 36')	$75.00 per unit
	Snow Fence with Stakes (50' roll with 5 stakes)	$25.00 per unit
	Garbage Can	$8.00 per unit
	Recycling Can	$8.00 per unit
	2-Yard Dumpster	$75.00 per unit
	Electrical Panel (portable)	$175.00 per unit
	Type II Barricade	$8.00 per unit
	Type II Barricade with Flasher	$10.00 per unit
	Type III Barricade (72")	$17.00 per unit
	Type III Barricade (72") with Flasher	$20.00 per unit
	Flasher (LED)	$5.00 per unit
	A-Frame/Buck & Wing	$10.00 per unit
	No Parking Sign (by City blocks needed)	$20.00 per unit
	Traffic Cones	$5.00 per unit
	Minimum Delivery and Pick-Up Fee	$25.00 per unit
	Nuisance Weed Cutting	$175.00 Flat Rate + Labor

PUBLIC WORKS DEPARMENT: PARKS DIVISION

Sheboygan Municipal Code Reference	Fee Title/Description	2026 Fee
	Special Event Application Fee (60 or more days before event)	$50.00
	Special Event Application Fee (Less than 60 days before event)	$100.00
City Green Stage and Green Space - 710 New York Avenue		
	City Resident	$0.00
	Non-Resident	$0.00
Cleveland Park - 2300 Cleveland Avenue		
	City Resident	$100.00
	Non-Resident	$175.00
Deland Community Center - 901 Broughton Drive		
	City Resident	$250.00
	Non-Resident	$425.00
	Deland Green Space Rental	$200.00
Deland Home - 1107 N 4th Street		
	City Resident	$225.00
	Non-Resident	$350.00
End Park - 1236 Bell Avenue		
	City Resident	$100.00
	Non-Resident	$175.00

Evergreen Park Area #1 - 3030 Calumet Drive		
	City Resident	$100.00
	Non-Resident	$175.00
Evergreen Park Area #3 - 3030 Calumet Drive		
	City Resident	$50.00
	Non-Resident	$100.00
Evergreen Park Area #4 - 3030 Calumet Drive		
	City Resident	$100.00
	Non-Resident	$175.00
Evergreen Park Area #5 - 3030 Calumet Drive		
	City Resident	$100.00
	Non-Resident	$175.00
Evergreen Park Area #6 - 3030 Calumet Drive		
	City Resident	$75.00
	Non-Resident	$125.00
Fountain Park Bandshell - 1010 N 8th Street		
	City Resident	$100.00
	Non-Resident	$200.00
King Park - 1615 S 7th Street		
	City Resident	$250.00
	Non-Resident	$425.00
Kiwanis Fieldhouse - 726 Kiwanis Park Drive		
	City Resident	$250.00
	Non-Resident	$425.00
	Kiwanis Green Space Rental	$300.00
Lakeview Park - 3201 Lakeshore Drive		
	City Resident	$100.00
	Non-Resident	$175.00
Optimist Park - 2004 Carmen Avenue		
	City Resident	$100.00
	Non-Resident	$175.00
Quarryview Center - 3401 Calumet Drive		
	City Resident	$250.00
	Non-Resident	$425.00
Richardson Shelter - 833 Broughton Drive		
	City Resident	$100.00
	Non-Resident	$175.00
Roosevelt Fieldhouse - 1103 Mead Avenue		
	City Resident	$225.00
	Non-Resident	$350.00
Veterans Park - 2300 Union Avenue		
	City Resident	$100.00
	Non-Resident	$175.00
Vollrath Park - 2001 N 3rd Street		
	City Resident	$100.00
	Non-Resident	$175.00

PUBLIC WORKS DEPARTMENT: WASTEWATER DIVISION

Sheboygan Municipal Code Reference	Fee Title/Description	2026 Fee
54-395	Wastewater Late Charges	3% but not less than $0.50
54-396	Non-Water Utility Customer - Wastewater Treatment Charge	$25.00 per quarter
54-397	Category A User - Fixed Charge	$62.50 per quarter
54-397	Category A User - Volume Charge	$2.34 per 100 cubic feet
54-397	Category B User - Fixed Charge (Quarterly Billing)	$62.50 per quarter
54-397	Category B User - Fixed Charge (Monthly Billing)	$20.83 per month
54-397	Category B User - Volume Charge	$2.34 per 100 cubic feet
54-397	Category B User - BOD Surcharge (Greater than 233 MG/L)	$0.3721 per pound

54-397	Category B User - Suspended Solids Surcharge (Greater than 407 MG/L)	$0.2194 per pound
54-397	Category B User - Phosphorus Surcharge (Greater than 8.64 MG/L)	$5.5144 per pound
54-398	Other Municipality/District User - Volume Charge	$0.693 per 1,000 gallons
54-398	Other Municipality/District User - Debt Retirement Volume Charge	$0.077 per 1,000 gallons
54-398	Other Municipality/District User - Total Volume Charge	$0.770 per 1,000 gallons
54-398	Other Municipality/District User - BOD Surcharge	$0.3721 per pound
54-398	Other Municipality/District User - Suspended Solids Surcharge	$0.2194 per pound
54-398	Other Municipality/District User - Phosphorus Surcharge	$5.5144 per pound
54-399	Septic Tank Sludge	$60 per 1,000 gallons
54-399	Holding Tank Sewage	$15 per 1,000 gallons
54-399	Portable Toilet Disposal	$91 per 1,000 gallons
54-338	Hauled Wastewater Annual Disposal Permit Fee	$100.00
54-399	Hauled Wastewater - Volume Charge	$0.770 per 1,000 gallons
54-399	Hauled Wastewater - BOD Surcharge	$0.3721 per pound
54-399	Hauled Wastewater - Suspended Solids Surcharge	$0.2194 per pound
54-399	Hauled Wastewater - Phosphorus Surcharge	$5.5144 per pound
54-553	Significant Industrial User - Pretreatment Program Annual Permit Fee	$3,500.00
54-553	Significant Industrial User - No Pretreatment Violation Credit	-$1,500.00
54-553	Significant Industrial User - Significant Noncompliance Credit	-$1,000.00

CITY OF SHEBOYGAN
RESOLUTION 108-26-27

BY ALDERPERSONS MITCHELL AND PERRELLA.

SEPTEMBER 14, 2026.

A RESOLUTION authorizing execution of a contract with CivicPlus for implementation and deployment of agenda and minutes software.

WHEREAS, the City of Sheboygan has received notice that technical support for its current agenda and meetings software platform will end on November 30, 2026; and

WHEREAS, City staff has reviewed options and determined that the CivicPlus software package meets the City's current and anticipated future needs. The package includes agenda and meeting management, AI editing assistance, premium online municipal code hosting, full-service supplementation, digital document storage and support services for conversion and implementation; and

WHEREAS, the proposed services will support improved municipal code access for staff and the public, enhanced digital management of ordinances, and streamlined supplementation processes.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are authorized to execute an agreement with CivicPlus, substantially similar to the one attached, approved by the City Attorney and City Administrator, and to take such other actions as are necessary to effectuate this transition.

BE IT FURTHER RESOLVED: That the Finance Director is directed to draw funds from IT Fund – Information Technology – Software Maintenance (Acct. No. 713170-563122) and to amend the City's budget as allowed by the City Financial Handbook to utilize contingency, Administration salary savings and other department budget lines to contribute toward the cost of this agreement.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL _____.

Presiding Officer

_____

Ryan Sorenson, Mayor, City of Sheboygan

Attest

_____

Meredith DeBruin, City Clerk, City of Sheboygan

CivicPlus
302 South 4th St. Suite 500
Manhattan, KS 66502
US

Statement of Work

Quote #: Q-123963-1
CivicPlus Pricing Approval Date: 7/14/2026 9:06 AM
Expires On: 12/1/2026

Client:
City of Sheboygan, WI

Bill To:
SHEBOYGAN CITY, WISCONSIN

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Theresa St. John		theresa.stjohn@civicplus.com		Net 30

One-time(s)

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	AMM Select: Conversion Pro Premium Implementation	AMM Select: Conversion Pro Premium Implementation	USD 0.00

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	AMM Select: Pro Annual Fee	AMM Select: Pro Annual Fee	USD 10,000.00
1.00	AMM Select: AI Editing Assistant	AMM Select: AI Editing Assistant	USD 0.00

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	Conversion Pro Premium Package	Conversion Pro Premium Package	USD 0.00

Total Investment - Initial Term	USD 10,000.00
Annual Recurring Services (Subject to Uplift)	USD 10,000.00

Initial Term	12/1/2026 - 11/30/2027, Renewal Term 12/1 each calendar year
Initial Term Invoice Schedule	100% Invoiced on Initial Term Start Date

Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift	5% to be applied in year 2

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at https://www.civicplus.help/hc/en-us/p/legal-stuff (collectively, the "Binding Terms"). By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

Client may issue purchase orders for its internal, administrative use only, and not to impose any contractual terms. Any terms contained in any such purchase orders issued by the Client are considered null and will not alter the Binding Terms, the Agreement or this SOW.

CivicPlus
302 South 4th St. Suite 500
Manhattan, KS 66502
US

Statement of Work

Quote #: Q-139557-1
CivicPlus Pricing Approval Date: 7/14/2026 9:07 AM
Expires On: 12/1/2026

Client:
City of Sheboygan, WI

Bill To:
SHEBOYGAN CITY, WISCONSIN

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Krystal Hays		khays@civicplus.com		Net 30

One-time(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	Self-Publishing to Full Service Conversion	Self-Publishing to Full Service Conversion through current; include zoning; 3 printed copies with tabs; 1 pdf
3.00	Municode Codification Tabs	Municode Codification Tabs

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	Full-Service Supplementation Subscription	Full-Service Supplementation Subscription
1.00	Online Code Hosting Premium Bundle	Online Code Hosting Premium Bundle: Custom Banner, CodeBank, CodeBank Compare + eNotify, OrdBank and MuniPro
1.00	MuniDocs Subscription: Up to 25 GB	MuniDocs Subscription: Up to 25 GB
1.00	Quarterly Electronic Supplementation Service Included	Online Supplementation will begin with the ordinances received on a quarterly basis.
1.00	Annual Print Supplementation Service Included	Print Supplementation will begin with the ordinances received from the municipality on an annual basis.

QTY	PRODUCT NAME	DESCRIPTION
3.00	Printed Copies and Freight Included – up to [#] copies	Printed Copies and Freight Included - up to 3 copies

Total Investment - Initial Term	USD 5,810.00
Annual Recurring Services (Subject to Uplift)	USD 5,810.00

Initial Term	1/1/2027 - 12/31/2027, Renewal Term 1/1 each calendar year
Initial Term Invoice Schedule	100% Invoiced upon Signature Date

Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift	5% to be applied in year 2

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at https://www.civicplus.help/hc/en-us/p/legal-stuff (collectively, the "Binding Terms"). By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

Client may issue purchase orders for its internal, administrative use only, and not to impose any contractual terms. Any terms contained in any such purchase orders issued by the Client are considered null and will not alter the Binding Terms, the Agreement or this SOW.

Acceptance of Quote # Q-139557-1 and # Q-123963-1

The undersigned acknowledges having read, understood, and agreed to be bound by the binding terms and conditions incorporated into this SOW. This SOW shall become effective as of the date of the last signature below ("Effective Date").

For CivicPlus Billing Information, please visit https://www.civicplus.com/verify/

Authorized Client Signature

_____
By (please sign):

_____
Printed Name:

_____
Title:

_____
Date:

CivicPlus

_____
By (please sign):

_____
Printed Name:

_____
Title:

_____
Date:

_____
Organization Legal Name:

_____
Billing Contact:

_____
Title:

_____
Billing Phone Number:

_____
Billing Email:

_____
Billing Address:

_____
Mailing Address: (If different from above)

_____
PO Number: (Info needed on Invoice (PO or Job#) if required)

CITY OF SHEBOYGAN
RESOLUTION 109-26-27

BY ALDERPERSONS DEKKER AND KELLY.

SEPTEMBER 14, 2026.

A RESOLUTION authorizing the Director of Public Works to execute a contract with Natural Solutions, LLC, for the installation of Engineered Wood Fiber throughout various playground locations.

WHEREAS, the City of Sheboygan would like to transition from standard wood mulch to certified engineering wood fiber (EWF), around playground equipment within City parks; and

WHEREAS, City staff requested quotes from known EWF installation providers in the region. The lowest quote received was from Natural Solutions, LLC, for $47.75/yd installed.

NOW, THEREFORE, BE IT RESOLVED: That the Director of Public Works is hereby authorized to enter into contract with Natural Solutions, LLC, on a form approved by the City Attorney and City Administrator.

BE IT FURTHER RESOLVED: That the Department of Public Works is hereby authorized and directed to dedicate funding for the project from the existing Capital Fund – Recreation – Building Improvements (Acct. No. 400500-631200) in an amount not to exceed $47,750.00.

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 75-26-27

BY ALDERPERSONS MITCHELL, BOORSE, AND DEKKER.

AUGUST 17, 2026.

A RESOLUTION accepting and approving the Public Transportation Agency Safety Plan (2026).

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

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

WHEREAS, the Transit Commission has accepted and approved the attached Public Transportation Agency Safety Plan (2026) (the "Safety Plan").

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

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL
_____.

Presiding Officer	Attest
_____	_____
Ryan Sorenson, Mayor, City of Sheboygan	Meredith DeBruin, City Clerk, City of Sheboygan

Public Transit Agency Safety Plan, 2025

SHORELINE METRO

BAY LAKE
Regional Planning Commission | Since 19

49 CFR 673.11(d)

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

Transit Agency Information

TRANSIT AGENCY INFORMATION

	Name	Address
Transit Agency	Shoreline Metro	608 S Commerce St Sheboygan, WI 53081

	Name	Title
Accountable Executive	Derek Muench	Director of Transit & Parking
Chief Safety Officer	Valentine "Bud" Schultz	Safety & Training Coordinator

Mode(s) of Service Covered by This Plan:	List All FTA Funding Types (e.g., 5307, 5337, 5339):
Fixed Route and Paratransit Service	5307, 5310, 5339, CMAQ

Mode(s) of Service Provided by the Transit Agency (Directly operated or contracted service)
Fixed Route – Directly Operated
Paratransit – Directly Operated

Does the agency provide transit services on behalf of another Transit Agency or entity?	Yes	No	Description of Arrangement(s)
		X	

PLAN DEVELOPMENT, APPROVAL, AND UPDATES

	Approving Entity	Date of Approval
Approval by Safety Committee	Shoreline Metro Safety Advisory Committee	xx/xx/2026

Approval by Safety Committee	Kate McEwan_____	Julia DuBois_____
	Brian Wheeler_____	Noah Wilterdink_____

	Approving Entity	Date of Approval
Approval by Board of Directors (or Equivalent)	Sheboygan Transit Commission	

Members
Mayor Ryan Sorenson (Chair)
Roy Kluss (Vice-Chair)
Alderperson Dean Dekker
Alderperson Susan Boorse
Alderperson Trey Mitchell
Emily Hening
VACANT
Kurt Zempel
Taylor Zeinert

	Signature	*Date of Signature*
Certification by Accountable Executive of Compliance with Part 673		xx/xx/2026

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

Activity Log

Version Number and Updates
Complete history of successive versions of this plan

Version No.	Section/Pages Affected	Reason for Change	Date Issued
1	Entire Document	Creation and adoption of Plan	9/22/2020
2	Entire Document	Edits suggested by PTASP TAC	11/23/2020
3	Entire Document	Edits suggested by PTASP TAC	1/22/2021
4	Chapters 3 & 4	Edits suggested by PTASP TAC	2/1/2021
5	Entire Document	Adoption of revised Plan	2/16/2021
6	Entire Document	Revisions of Plan based off Bipartisan Infrastructure Law	5/10/2022
7	Appendices B,G, H	Revisions of Plan to Update Appendices B,G and H	11/15/2022
8	Entire Document	Review & Acceptance by Shoreline Metro Safety Committee	11/19/2022
9	Entire Document	Adoption of Revised Plan	11/29/2022
10	Entire Document	Revisions of Plan based off FTA Final Rule dated 4/9/24	07/3/2024
11	Entire Document	Review & Acceptance by Shoreline Metro Safety Committee	
12	Entire Document	Adoption of Revised Plan	

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Definitions and Acronyms

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

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

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

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

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

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

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

Background

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

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

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

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

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

Chapter 1: Safety Policies and Procedures

Section 1.1 Commitment to Safety

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

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

Shoreline Metro is committed to:

- **Executive Commitment to Safety**: Executive Management will lead the development of an organizational culture that promotes safe operations and provides appropriate resources to supporting this core management function through fostering and ensuring safe practices, improving safety when needed, and encouraging effective employee safety reporting and communication. Shoreline Metro will hold executives, managers and all employees accountable for safety performance.

- **Communication and Training**: Employee engagement is crucial to a functioning safety management system (SMS). Communication systems will be put in place to enable greater awareness of Shoreline Metro's safety objectives and safety performance targets as well as to provide ongoing safety communication up, down and across the organization. All levels of management must proactively engage employees and work to keep the lines of safety communication honest and open. All employees will be made aware of Shoreline Metro's SMS and will be trained in safety reporting procedures. The development and subsequent updates to the PTASP will be in cooperation with frontline transit worker representatives.

- **Responsibility and Accountability**: All levels of management will be responsible for delivering safe and quality transit services that represent Shoreline Metro's performance of its SMS. Managers will take an active role in the Safety Risk Management (SRM) process and ensure that Safety Assurance (SA) functions are supported. Managers are responsible for ensuring that SRM is being performed in their operational areas of control to assure that the safety risk associated with safety hazards is assessed and mitigated. Safety performance will be an important part of performance evaluations for Shoreline Metro managers and employees.

- **Responsibility of Employees and Contractors**: All employees and contractors will support safety management by ensuring that hazards are identified and reported.

- **Employee Reporting**: Executive management will establish a safety reporting program as a viable tool for employees to voice their safety concerns. All frontline transit employees will be responsible for utilizing this program as part of the SMS. No action will be taken against any employee who communicates a safety condition through the Shoreline Metro safety reporting program unless such disclosure indicates the following: an illegal act, gross misconduct or negligence, or a deliberate or willful disregard of Shoreline Metro rules, policies and procedures. Frontline transit worker representatives will be made aware of any reported safety concerns submitted to executive management.

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

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

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

Section 1.2 Annual PTASP Review and Update

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

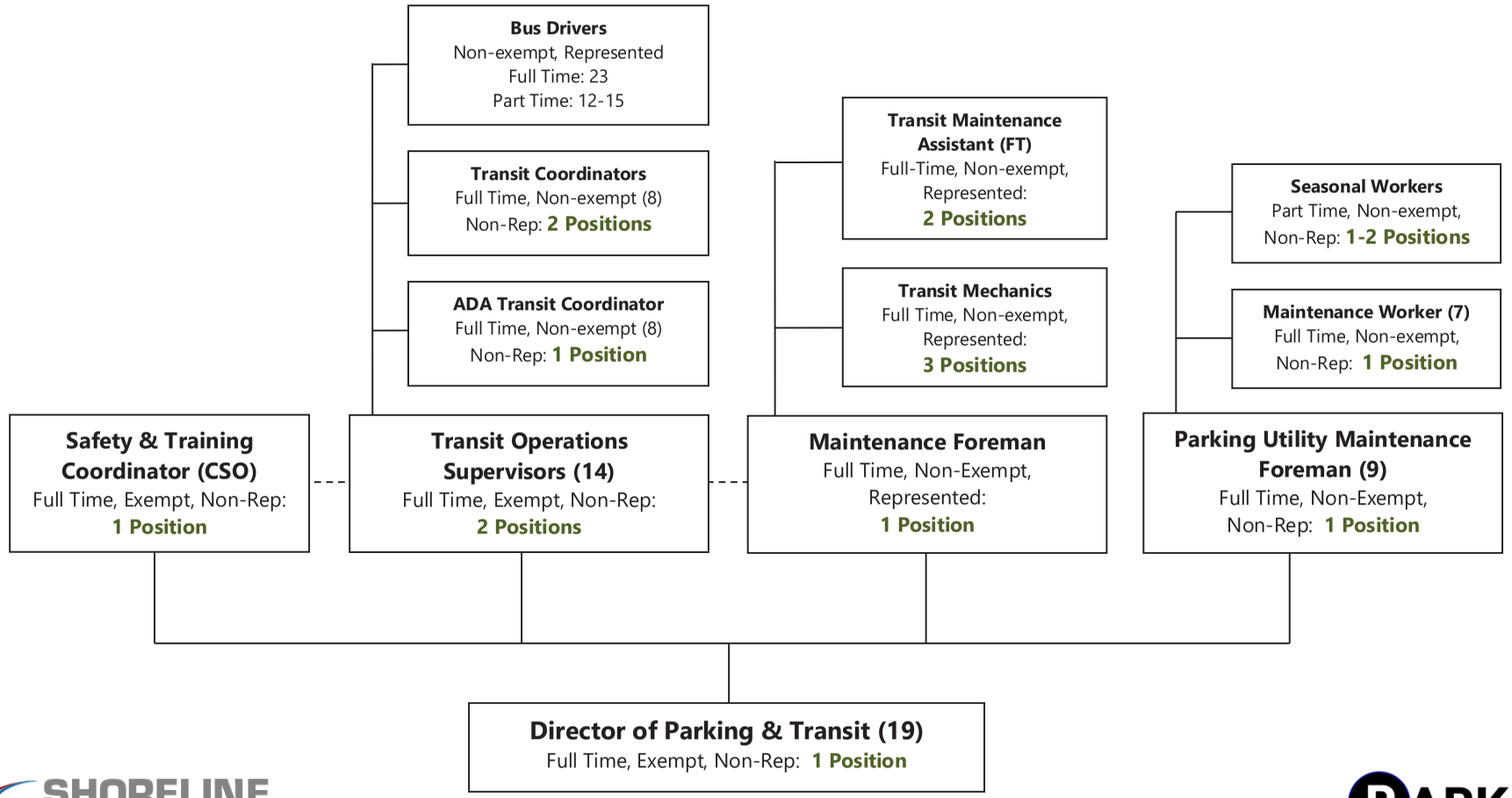
Frontline transit employees representatives and all Shoreline Metro staff and contractors, as well as all others, are furnished with a copy of this plan and are able to make suggestions of changes to the plan to the Accountable Executive or CSO at any time. The CSO conducts quarterly safety meetings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

Table 2: Transit & Parking Utility Table of Organization (TOC) - January 2026

Parking & Transit Utility Table of Organization (TOC)

City of Sheboygan

JANUARY 2026



Section 1.3 Organization Structure and System Safety Responsibilities

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

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

Chapter 2: Safety Risk Management

Section 2.1 Hazard Identification

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

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

- Recertification on safe driving techniques.
- Observation audits conducted by an Operations Supervisor riding along with an operator to evaluate their adherence to policy. Observation audits are also done by reviewing video from the bus. Checks are done on the Operator's adherence to safety policies, their uniforms, their customer relation skills and the general operation of the bus. Upon conclusion of the ride along, time is scheduled with the Operator to go over the results and discuss what was done well and what areas could be improved upon.
- Hours of service audits conducted daily when creating Operators driving schedules to ensure no driver is allowed to drive for more than 12.0 hours per day in accordance with department policy.
- The department monitors all applicable employees with a Commercial Driving License (CDL) to ensure up to date and accurate information. Shoreline Metro is in compliance with the Federal Highway Administration's Commercial Driver Licensing Standards. All Bus Operators and Maintenance personal are required to have a CDL in the class required by the state issuing the license.

- Evaluating customer suggestions and complaints.
  - Customer suggestions and complaints can be submitted in one of three ways. Passengers can call the customer service line at (920) 459-3281, by emailing contact@shorelinemetro.com, by requesting to speak with an Operations Supervisor when at the Transfer Station or by calling the Transit Director directly on the Shoreline Metro phone tree at (920) 459-3281.
- Consultation of known data sources:
  - Data, guidance, and other information provided by an oversight authority, including but not limited to FTA, the State, or as applicable, the State Safety Oversight Agency having jurisdiction;
  - Data, guidance, and other information regarding exposure to infectious disease provided by the CDC or a State health authority;
  - Guidelines to prevent or control exposure to infectious diseases provided by the CDC and/or the Wisconsin Department of Health Services; and
  - Safety concerns identified through Safety Assurance activities.

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

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

Subsection 2.1.1 Non-Punitive Reporting Policy

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

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

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

Section 2.2 Safety Risk Assessment

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

Section 2.3 Safety Risk Mitigation

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

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

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

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

Section 2.4 Safety Risk Prioritization

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

Chapter 3: Safety Assurance

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

Section 3.1 Defining Safety Goals and Objectives/Outcomes

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

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

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

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

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

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

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

Section 3.2 Defining Safety Performance Measures

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

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

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

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

Subsection 3.2.1 Metrics

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

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

- Hazard management program

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

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

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

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

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

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

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

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

Section 3.3 Monitoring Performance and Evaluating Results

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

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

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

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

Subsection 3.3.1 Conducting Investigations of Safety Events

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

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

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

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

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

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

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

D. Observations

E. Ride alongs

3. Review Findings

A. Review of policies, procedures and mitigations should be conducted periodically by the Chief Safety Officer and the Safety Manager and share such reviews and findings with the Accountable Executive and other appropriate team members.

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

Subsection 3.3.2 Monitoring Safety Risk Mitigations

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

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

Subsection 3.3.3 Monitoring Information Through Internal Safety Programs

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

Section 3.4 Integrating Results Into Agency Decision-Making Process

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

Uses of performance results include:

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

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

Section 3.5 Sustaining a Safety Management System

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

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

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Chapter 4: Safety Promotion

Section 4.1 Safety Promotion, Culture, and Training

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

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

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

Subsection 4.1.1 Safety Culture

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

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

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

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

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

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

1. Hazard Identification

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

      (i) Review of historical safety records

      (ii) Accident trends

      (iii) Employee safety complaints and suggestions

      (iv) Past accidents/incidents

      (v) Near misses

      (vi) Review and approve Shoreline Metro's Public Transportation Agency Safety Plan and any required updates

      (vii) Set annual safety performance targets for the safety risk reduction programs.

      (viii) Support operation of the Shoreline Metro's SMS by:

         (a) Identifying and recommending safety risk mitigations necessary to reduce the likelihood and severity of potential consequences identified through the transit agency's safety risk assessment, including safety risk mitigations associated with any instance where the transit agency did not meet an annual safety performance target in the safety risk reduction program.

         (b) Identifying and recommending safety risk mitigations necessary to reduce the likelihood and severity of potential consequences identified through the transit agency's safety risk assessment, including safety risk mitigations associated with any instance where the transit agency did not meet an annual safety performance target in the safety risk reduction program

         (c) Identifying safety deficiencies for purposes of continuous improvement as required at § 673.27(d), including any instance where the transit agency did not meet an annual safety performance target in the safety risk reduction program.

      (ix) Other safety items

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

(i) Work area/site inspections

(a) Pre-trip inspections for vehicles

(b) Preventative maintenance

(ii) Brainstorming/observations

(iii) Employee input

(a) Suggestion/comment box

(iv) Daily facility walkthrough checklist

(v) Safety culture

(a) Quarterly team training and safety meetings

(b) Serious about Annual Safety Recognition

(c) Quarterly Employee Recognition program

2. Safety Risk Assessment

A. Risk Management Assessment (RMA): Platform for determining risk associated with certain types of actions including:

(i) Training for such tasks

(ii) Requirement of assistance to perform tasks

(iii) Severity of risk

(iv) Return-on-investment

(v) Actions to control the risk

(vi) Contributing factors

(vii) Frequency of task

(viii) Adequacy of control measures

3. Safety Risk Mitigation

A. Training: Platform for educating and equipping personnel with the knowledge, skills and resources to perform a task. This is considered the first and primary step to mitigating risk. Sometimes, this includes retraining personnel once a hazard is identified to further reduce the risk. Examples of such training include:

(i) New hire

(a) Classroom training, including defensive driving, distracted driving, ADA, customer service, policies and procedures, and expectations

(b) Behind the wheel training, including traffic laws, backing, railroad crossings, bus stop procedures, security, emergency management, onboard incidents, etc.

(c) CDL (for individuals requiring proper license to operator a vehicle)

(ii) Forklift training/certification

(a) Maintenance staff

(iii) Accidents and Incidents

(a) Refresher training for personnel

(b) Near miss reporting

(iv) Quarterly meetings and as-needed meetings

(a) Training and safety awareness for personnel

(v) Bloodborne Pathogen

(vi) City Policies

(a) Harassment

(b) Information Technology

(c) FLSA, FMLA

(d) Workman's Compensation

Subsection 4.1.2 Training

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

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

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

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

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

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

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

Safety Management training topics may include:

1. Initial Safety Training for All Staff

   A. Basic principles of safety management, including the integrated nature of SMS, risk management, safety culture, etc.

B. Corporate safety philosophy, safety goals and objectives, safety policy, and safety standards
C. Importance of complying with the safety policy and SMS procedures, and the approach to disciplinary actions for different safety issues
D. Organizational structure, roles and responsibilities of staff in relation to safety
E. Transit agency's safety record, including areas of systemic weakness
F. Requirement for ongoing internal assessment of organizational safety performance (e.g.: employee surveys, safety audits, and assessments)
G. Reporting accidents, incidents and perceived hazards
H. Lines of communication for safety managers
I. Feedback and communication methods for the dissemination of safety information
J. Safety promotion and information dissemination

2. Safety Training for Operations Personnel
   A. Unique hazards facing operational personnel
   B. Seasonal safety hazards and procedures (e.g.: winter operations)
   C. Procedures for hazard reporting
   D. Procedures for identifying and reporting safety events (accidents and incidents)
   E. De-escalation training
   F. Emergency procedures
   G. Safety Training for Management
      (i) Principles of the SMS
      (ii) Management responsibilities and accountabilities for safety
      (iii) Legal issues (i.e.: liability)
3. Training for the Safety Officer
   A. Familiarization with different transit modes, types of operation, routes, etc.
   B. Understanding the role of human performance in safety event causation and prevention
   C. Operation of the SMS
   D. Investigating safety events
   E. Crisis management and emergency response planning
   F. Safety promotion
   G. Communication skills
   H. Performing safety audits and assessments
   I. Monitoring safety performance
   J. National Transit Database (NTD) safety event reporting requirements

Subsection 4.1.3 Communication

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

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

Appendices

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APPENDIX A

SHORELINE METRO
STAFF SAFETY ROLES AND RESPONSIBILITIES

Completed by: Derek Muench/Bud Schultz	Date: June 10, 2026

Position Title	Name of Staff Member	Position Description	Safety Responsibilities
Accountable Executive	Derek Muench, Transit Director	49 CFR § 673.5 – Accountable Executive means a single, identifiable person who has ultimate responsibility for carrying out the PTASP; responsibility for carrying out the agency's TAM Plan; and control or direction over the human and capital resources needed to develop and maintain both the agency's PTASP, in accordance with 49 U.S.C. § 5329(d), and the agency's TAM Plan, in accordance with 49 U.S.C. § 5326.	• Ultimate responsibility for carrying out the PTASP • Responsibility for carrying out the TAM Plan • Control or direction over the human and capital resources needed to develop and maintain both plans • Ensuring the agency's SMS is effectively implemented throughout the system • Ensuring action is taken, as necessary, to address substandard performance in the agency's SMS • May delegate specific responsibilities, except ultimate accountability for the agency's safety performance, which always rests with the Accountable Executive
Chief Safety Officer	Bud Schultz, Safety and Training Coordinator	49 CFR § 673.5 – Chief Safety Officer means an adequately trained individual who has responsibility for safety and reports directly to a transit agency's chief executive officer, general manager, president, or equivalent officer. A Chief Safety Officer (CSO) for a small public transportation provider (as defined in Part 673) may serve in capacities (operational or maintenance) unless the agency ceases to be a small public transportation provider or operates a rail transit system.	• Is adequately trained • Responsibility for safety • Reports directly to agency's Accountable Executive • Authority and responsibility for day-to-day implementation and operation of agency's SMS
Safety Manager (Is the same as/merged with CSO position)	Bud Schultz, Safety and Training Coordinator	Ensure coordinated development and implementation of the PTASP (is the same as/merged with CSO position)	• Is the same as/merged with CSO position • Maintains a safe working environment • Adheres to all safety policies and procedures • Promotes safety awareness throughout the organization • Ensures safety documentation is current and accessible to all employees • Communicates changes in safety documents to all personnel • Monitors effectiveness of corrective actions • Provides periodic reports on safety performance • Renders independent advice to the CEO, senior managers, and other personnel on safety-related matters • Ensures that safety management has a high priority throughout the organization

Transit Supervisors	Ann Koeller and Jacob Jensen, Operations Supervisors	Supervisors are responsible for communicating the transit agency's safety policies to all employees.	• Maintains a safe working environment • Adheres to all safety policies and procedures • Full knowledge of all standard and safety operating procedures • Ensures that drivers make safety a primary concern when on the job • Listens and acts upon any safety concerns raised • Immediately reports safety concerns to the CSO/SM • Provides leadership and direction to employees during security incidents • Handles minor non-threatening rule violations • Defuses minor arguments • Determines when to call for assistance • Responds to fare disputes and service complaints • Responds to security related calls with police officers when required, rendering assistance with crowd control, victim/witness information gathering, and general on-scene assistance • Completes necessary security related reports • Takes photographs of damage and injuries • Coordinates with all outside agencies at incident scenes
Bus Operators	17 Full-Time Fixed-Route Drivers; 12 Part-Time Fixed-Route Drivers; 6 Full-Time Paratransit Drivers; 1 Part-Time Paratransit Drivers	Drivers are responsible for exercising maximum care and good judgment in identifying and reporting suspicious activities, in managing security incidents, and in responding to emergencies.	• Maintains a safe working environment • Adheres to all safety policies and procedures • Takes charge of a hazard incident scene until the arrival of supervisory or emergency personnel • Collects fares in accordance with agency policy • Familiar with Shoreline Metro Employee Manual and Procedures • Attempts to handle minor non-threatening rule violations • Responds verbally to complaints • Attempts to defuse minor arguments • Determines when to call for assistance • Maintains control of the vehicle • Reports all safety incidents to Supervisor on duty • Completes all necessary safety related reports
Maintenance Staff	2 Full-Time Maintenance Assitants 3 Full-Time Mechanics 1 Full-Time Maintenance Foreman	Mechanic performs major running repairs of buses. Fully qualified and completely capable of repairing, maintaining, and rebuilding all parts of all equipment.	• Maintains a safe working environment • Adheres to all safety policies and procedures • Responsible for repair of vehicle components, including engine and transmission rebuilds • Conducts all levels of inspections • Assists in all aspects of repair and maintenance work • Makes bus assignments (if needed) • Maintains a safe working environment and adheres to all safety policies and procedures • Makes road calls • Tire changes and repairs • Brake relines • Driver reported defects • Supervises bus-washing activities

APPENDIX B

SHORELINE METRO
SAFETY ASSESSMENT AND SYSTEM REVIEW

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

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

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

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

	• Do mechanics attend safety meetings?	X		
Incident and Accident Investigation Procedures:	• Are policies in place dictating which incidents are reported and which are not?	X		
	• Are incident report forms kept on board the vehicle?	X		
	• Are accident reports completed for all situations?	X		
	• Are incident/accident reports used as pre-accident training material?	X		
	• Are incident/accident reports used as post-accident training material?	X		
	• Are incident/accident reports used to identify potential hazards and analyzed in a Risk Assessment Matrix (RAM)?	X		
	• Are complaint forms kept on all vehicles?*		X	
	• Are all operators provided with safety vests on their vehicles?**		X	
	• Are incident/accident photos taken?	X		
Substance Abuse:	• Is there a current and updated Drug and Alcohol Policy?	X		
	• Do all staff members understand the Drug and Alcohol Policy?	X		
	• Is random testing being completed?	X		
	• Is reasonable suspicion testing being completed?	X		

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

Comments: ****The standard complaint form is available on the Shoreline Metro website, as well as by contacting the Shoreline Metro's customer service office.*** *****Supervisor response vehicles contain accident kits that include forms and safety vests.***				

Appendix C: FACILITY SAFETY and SECURITY ASSESSMENT

Completed by: Derek Muench/Bud Schultz	Last Updated: June 10, 2026

APPENDIX C

SHORELINE METRO
FACILITY SAFETY and SECURITY ASSESSMENT

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

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

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

	➢ Provided with a commercial grade, one-sided lock? **(Fob system is used)**	X		
	➢ Provided with push "panic" bar releases?		X	
	➢ In case of breakage or opening are all windows and doors connected to a central station alarm?	X		
Electronic Surveillance:	• Is the entire perimeter of facility protected by a CCTV system?	X		
	• Is this system monitored by management and/or a security company?	X		
	• Is this system always on or activated by motion sensors? (System is always on)	X		
Non-Employee Access:	• Is access restricted to persons without proper credentials and clearance?	X		
	• Are supply deliverers required to show proper I.D. and sign-in a log book?		X	
	• Are all non-employees accompanied and/or observable at all times?	X		
Surrounding Environment:	• Are there other non-City/County buildings connected to the facility that may be vulnerable to unauthorized entry to City/County property?		X	
	• Are all utility components (power transformers, back-up generators) protected and secured from vandalism or attack?	X		
	• Are all outdoor storage areas adequately lighted and secured?	X		
Material Storage:	• Are all hazardous and flammable materials properly identified?	X		
	• Are all materials properly labeled, stored, and secured?	X		
Forms and Written Plans:	• Are emergency numbers (police, fire, ambulance, FBI) current and prominently displayed at each phone? **(911)**		X	
	• Is a Chain of Command and emergency call list prominently displayed?	X		
	• Are employees trained and checklists provided on how to handle a physical threat or incident called in on the phone?	X		
Evacuation Plan/Procedures	• Are there evacuation plans for this facility?	X		
	• Are staff members trained on this plan?	X		
	• Are assembly areas and alternate assembly areas identified, validated and coordinated with the County Emergency Management Office?	X		
	• Have the primary and alternate assembly areas, evacuation sites, and evacuation routes been verified and coordinated with all appropriate agencies?	X		

	• Has the Emergency Evacuation Plan been reviewed, coordinated, and briefed to staff as appropriate?	X		
Training:	• Is an orientation program in place for each new staff member?	X		
	• Do all staff members receive safety and security training appropriate to their position and level of responsibility?	X		
	• Are periodic safety and security training and briefings completed with staff?	X		
	• Do all new staff members receive briefings on the City/County Evacuation Plan, the Disaster Preparedness Plan, and other security policies and procedures?	X		
Administrative Procedures:	• Is a record of emergency data on file for each staff?	X		
	• Have incident reporting format and procedures been established and staff briefed on them?	X		
	• Are all incident reports treated with confidentiality and transmitted by secure means to the appropriate City/County department?	X		
	• Are background checks conducted and verified on all prospective new hires?	X		
Cash Handling and Transfer:	• Has a secure method for receipt, transfer and storage of cash been established and have appropriate staff members been trained on them?	X		
	• Is cash transported by at least two individuals with cash divided between them?		X	
	• Do all staff members understand that in the event of a robbery they should never risk their lives to protect cash or other valuables?	X		
Fire and Electrical Safety:	• Are fire extinguishers installed in all appropriate locations?	X		
	• Are smoke and heat detectors installed, at least one on each floor?	X		
	• Is a first aid kit present and maintained?	X		
	• Are all electrical devices, outlets, circuit breakers and cords free of damage that may pose a shock hazard?	X		
	• Are all electrical circuit, gas, and telephone boxes, if accessible from the outside, locked to prevent tampering?	X		
	• Do any non-employees have access from outside the building to any fire escapes, stairways, and/or the roof?		X	
	• Are all outdoor trash containers and storage bins located away from the building in the event of a fire?	X		

Appendix D: Risk Assessment Matrix

Safety Performance Measures for Fixed Route System	2021-2025 Average	Target for 2026
Total Number of Reportable Fatalities	0.0	0.0
Rate of Reportable Fatalities per 100,000 Vehicle Revenue Miles	0.0	0.0
Transit Worker Fatality Rate	0.0	0.0
Total Number of Reportable Injuries	1.3	0.8
Rate of Reportable Injuries per 100,000 Vehicle Revenue Miles	0.0	<0.001
Transit Worker Injury Rate	2.4	1.0
Total Number of Assaults on Transit Worker	0.0	0.0
Rater of Assaults on Transit Workers	0.0	0.0
Total Number of Reportable Safety Events	27.6	26.2
Rate of Reportable Safety Events per 100,000 Vehicle Revenue Miles	5.4	5.1
Collission Rate	0.8	0.3
Pedestrian Collission Rate	0.4	0.0
Vehicular Colission Rate	6.8	2.0
Average Distance Between Major Mechanical Failures (Miles)	192,302	250,000

Safety Performance Measures for Para Transit System	2021-2025 Average	Target for 2026
Total Number of Reportable Fatalities	0.0	0.0
Rate of Reportable Fatalities per 100,000 Vehicle Revenue Miles	0.0	0.0
Transit Worker Fatality Rate	0.0	0.0
Total Number of Reportable Injuries	1.0	0.5
Rate of Reportable Injuries per 100,000 Vehicle Revenue Miles	0.0	0.0
Transit Worker Injury Rate	3.2	<1.5
Total Number of Assaults on Transit Worker	0.0	0.0
Rater of Assaults on Transit Workers	0.0	0.0
Total Number of Reportable Safety Events	8.2	7.8
Rate of Reportable Safety Events per 100,000 Vehicle Revenue Miles	6.1	5.8
Collission Rate	0.6	0.2
Pedestrian Collission Rate	0.2	0.0
Vehicular Colission Rate	1.4	0.5
Average Distance Between Major Mechanical Failures (Miles)	133,945	138,000

Source: Shoreline Metro 2026, Bay-Lake Regional Planning Commission, 2026

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Appendix E: Hazard Identification and Risk Assessment Log

SHORELINE METRO
HAZARD ASSESSMENT LOG

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

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

Risk Type	Risk Description	Current Measures to Reduce Risk	Risk Rating Likelihood	Risk Rating Severity	Risk Rating Value (Likelihood x Severity)	Further Action Required to Reduce Risk	Staff Responsibility
Human Error (SAMPLE)	Non-compliance with agency maintenance protocol	• Minimum competency requirements • Effective safety culture in agency (maintenance department) • Effective task planning • Availability of procedures • Procedure reviews and simplification into tasks • Recurrent training	5	4	20	• Introduce compliance monitoring • Effective supervision including work compliance assessment • Competency assessments • Maintenance policy to reinforce need for compliance	• Safety Assurance • Line Manager • Maintenance Manager

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Appendix F: Prioritized Safety Risk Log

SHORELINE METRO
PRIORITIZED SAFETY RISK LOG

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

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

Priority	Risk Description	Planned Mitigation Strategies	Outcomes of Planned Mitigation Strategies	Responsible Staff	Timeline	
1 [SAMPLE]	Non-compliance with agency maintenance protocol	• Introduce compliance monitoring • Effective supervision including work compliance assessment • Competency assessments • Maintenance policy to reinforce need for compliance		•Safety Assurance •Line Manger •Maintenance Manager	•Begin January 2020 •Complete August 2020	Open
2						
3						
4						
5						
6						
7						
8						
9						
10						

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Appendix G: Safety Performance Matrix

APPENDIX G

SHORELINE METRO
SAFETY PERFORMANCE MATRIX

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

Completed by: Derek Muench/Bud Schultz	Last Updated: July 28, 2026

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

OBJECTIVE/OUTCOME	METRICS	BASELINES 2021-2025	2026 TARGETS
Reduce the number of reportable fatalities	Total number of reportable fatalities	Average Reportable Fatalities: Fixed-Route = 0.0 Paratransit = 0.0	Number of reportable fatalities targets: Fixed-Route = 0.0 Paratransit = 0.0
	Rate of reportable fatalities per 100,000 vehicle revenue miles	Rate of Reportable Fatalities: Fixed-Route = 0.000 Paratransit = 0.0	Rate of reportable fatalities targets: Fixed-Route = 0.000 Paratransit = 0.000
	Transit Worker Fatality Rate	Average Reportable Fatalities: Fixed-Route = 0.0 Paratransit = 0.0	Rate of reportable fatalities targets: Fixed-Route = 0.000 Paratransit = 0.000
Reduce the number of reportable injuries	Total number of reportable injuries	Average Reportable Injuries: Fixed-Route = 1.3 Paratransit = 0.0	Number of reportable injuries targets: Fixed-Route = 0.2 Paratransit = 0.0
	Rate of reportable injuries per 100,000 vehicle revenue miles	Rate of Reportable Injuries: Fixed-Route < 0.001 Paratransit = 0.000	Rate of reportable injuries targets: Fixed-Route < 0.001 Paratransit = 0.000
	Transit Worker Injury Rate	Average Reportable Injury Rate: Fixed-Route = 2.4 Paratransit = 3.2	Rate of reportable injuries targets: Fixed-Route = 1.0 Paratransit < 1.5
	Total Number of Assaults on Transit Worker	Average Reportable Assaults: Fixed-Route = 0.0 Paratransit = 0.0	Average Reportable Assaults targets: Fixed-Route = 0.0 Paratransit = 0.0
Reduce the number of reportable safety events	Total number of reportable safety events	Average Reportable Safety Events: Fixed-Route = 14 Paratransit = 2	Number of reportable safety event targets: Fixed-Route = 26.8 Paratransit = 7.6
	Rate of reportable safety events per 100,000 vehicle revenue miles	Rate of Reportable Safety Events: Fixed-Route = < 0.001 Paratransit < 0.001	Rate of reportable safety event targets: Fixed-Route < 0.001 Paratransit < 0.001
Reduce the number of Collissions	Rate of Collission	Average Reportable Collission Rate: Fixed-Route = 0.8 Paratransit = 0.6	Rate of reportable collissions targets: Fixed-Route = 0.3 Paratransit = 0.2
	Rate of Pedestrian Collission	Average Reportable Pedestrian Collission Rate: Fixed-Route = 0.4 Paratransit = 0.2	Rate of reportable pedestrian collissions targets: Fixed-Route = 0.0 Paratransit = 0.0
	Rate of Vehicular Collission	Average Reportable Vehicular Collission Rate: Fixed-Route = 6.8 Paratransit = 1.4	Rate of reportable vehiclular collissions targets: Fixed-Route = 2.0 Paratransit = 0.5
Reduce the number of major mechanical failures	Number of major mechanical failures	Number of major mechanical failures (2024) Fixed-Route = 2 Paratransit = 1	2026 number of major mechanical failures Fixed Route 5 Paratransit 2

Increase assessment and analysis of existing personnel, equipment, and procedures to identify and mitigate any potential safety hazards	Number of safety audits, inspections or assessments completed per specified period of time	Approximately 60 accident reviews, ride checks, safety audits, and facility inspections were completed in 2023.	Maintain monthly facility inspections, monthly safety incident reviews, driver ride checks (anonymous), annual hazardous communication review and as-needed personnel safety reviews.
Develop a corrective action plan and mitigation strategies to address identified hazards	Percent of corrective action strategies completed per specified period of time	Develop a corrective action plan and mitigation strategies to address identified hazards in the previous objective/outcome in 2021	Beginning in 2022, complete all preventable corrective action strategies identified in the plan each year

GOAL 2: CULTURE
Shoreline Metro will foster agency-wide support for transit safety by establishing a culture where management is held accountable for safety and everyone in the organization takes an active role in securing transit safety.

OBJECTIVE/OUTCOME	METRICS	BASELINES	TARGETS
Maintain a dedicated staff person as the Transit Agency Safety Officer to manage the agency's transit safety program	Number of years of transit safety experience	Have a Transit Agency Safety Officer with at least eight years of overall transit experience and at least two years of transit safety experience manage Shoreline Metro's transit safety program	Retain a Transit Agency Safety Officer with at least eight years of overall transit experience and at least two years of transit safety experience manage Shoreline Metro's transit safety program
Continue to hold regular transit safety meetings comprised of staff at varying levels, including executives, officers, managers, operators, and maintenance personnel	Number of meetings per specified period of time or number of additional meetings following each incident/occurrence	Hold meetings quarterly (or more frequently as needed)	Hold meetings quarterly (or more frequently as needed)
Increase the reporting of near miss occurrences and incidents that would otherwise go unreported	Number of near miss occurrences/incidents reported per specified passenger-miles traveled or per specified period of time	Near miss accidents must be reported as they occur to a dispatcher, supervisor or safety officer.	N/A – not measurable; drivers and staff required to report as they occur.
Continue to provide employee safety training opportunities and attendance	Number of employee safety training sessions completed per specified period of time	Training sessions were not held in 2021 due to the pandemic.	Hold training sessions quarterly (or more frequently as needed)
Continue distribution of safety material amongst employees and the general public	Number of manuals, newsletters, brochures, posters, or campaigns distributed per specified period of time	Safety materials are evaluated and provided as needed	Safety materials to be provided will be evaluated on an annual basis

GOAL 3: SYSTEMS/EQUIPMENT:
Shoreline Metro will provide a safe and efficient transit operation by ensuring that all vehicles, equipment, and facilities are regularly inspected, maintained, and serviced as needed.

OBJECTIVE/OUTCOME	METRICS	BASELINES	TARGETS
Continue scheduled preventative maintenance on revenue vehicles	Timeliness of preventative maintenance inspections on revenue vehicles completed per Federal Transit Administration (FTA) standards	Preventative maintenance inspections on revenue vehicles will be completed in accordance with FTA standards	Meet or exceed the FTA standards for preventative maintenance inspections on revenue vehicles
Continue scheduled preventative maintenance on equipment	Timeliness of preventative maintenance inspections on equipment per FTA standards	Preventative maintenance inspections on equipment will be completed in accordance with FTA standards	Meet or exceed the FTA standards for preventative maintenance inspections on equipment
Continue scheduled preventative maintenance on ADA equipment	Timeliness of preventative maintenance inspections on ADA equipment per FTA standards	Preventative maintenance inspections on ADA equipment will be completed in accordance with FTA standards	Meet or exceed the FTA standards for preventative maintenance inspections on ADA equipment
Continue scheduled preventative maintenance on facilities	Timeliness of preventative maintenance inspections and repairs on facilities	Preventative maintenance inspections will be completed regularly, with repairs made timely and in accordance with all FTA requirements	Preventative maintenance inspections will be completed regularly, with repairs made timely and in accordance with all FTA requirements

APPENDIX H

SHORELINE METRO
SAFETY PERFORMANCE OUTLINE

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

Completed by: Derek Muench/Bud Schultz **Last Updated: June 10, 2026**

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

1. Objective/Outcome:
   Reduce the number of reportable fatalities
   a. *Metric: Number and rate (per 100,000 vehicle revenue miles) of reportable fatalities*
   b. *Baseline: Average reportable fatalities: 2021 – 2025: Fixed-Route = 0.0, Paratransit = 0.0*
      Rate of reportable fatalities: 2021 – 2025: Fixed-Route = 0.000, Paratransit = 0.000
   c. *Targets: Maintain average reportable fatalities for both fixed-route and paratransit at 0.0, and maintain the rate of reportable fatalities for both fixed-route and paratransit at 0.000*

2. Objective/Outcome:
   Reduce the number of reportable injuries
   a. *Metric: Number and rate (per 100,000 vehicle revenue miles) of reportable injuries*
   b. *Baseline: Average reportable injuries: 2021 – 2025: Fixed-Route =1.3, Paratransit = 0.0*
      Rate of reportable injuries: 2021 – 2025: Fixed-Route = < 0.001, Paratransit = 0.000
   c. *Targets: Maintain average reportable injuries and the rate of reportable injuries at the low 2021 – 2025 levels for both fixed-route and paratransit.*

3. Objective/Outcome:
   Reduce the number of reportable safety events
   a. *Metric: Number and rate (per 100,000 vehicle revenue miles) of reportable safety events*
   b. *Baseline: Average reportable safety events: 2021 – 2025: Fixed-Route = 14, Paratransit = 2*
      Rate of reportable safety events: 2021 – 2025: Fixed-Route < 0.001, Paratransit < 0.001
   c. *Targets: Reduce average reportable safety events by 5 percent over 2021 – 2025 levels (Fixed-Route = 26.8, Paratransit = 7.6), but maintain the rate of reportable safety events at the low 2021 – 2025 levels for both fixed-route and paratransit.*

4. Objective/Outcome:
   Reduce mean distance between major mechanical failures
   a. *Metric: Average distance between major mechanical failures (Miles)*
   b. *Baseline: Average distance between major mechanical failures: 2021 – 2025 (Miles):*
      Fixed Route = 96,291, Paratransit = 351,586
   c. *Targets: Increase the average distance between major mechanical failures by 5 percent over 2021 - 2025 levels (Fixed-Route = 101,105, Paratransit = 369,165)*

5. Objective/Outcome:
   Increase assessment and analysis of existing personnel, equipment, and procedures to identify and mitigate any potential safety hazards
   a. *Metric: Number of safety audits, inspections or assessments completed per specified period of time*
   b. *Baseline: Approximately 30 safety audits, inspections or assessments were completed in 2025*
   c. *Target: Complete approximately 60 safety audits, inspections, or assessments in 2025*

6. Objective/Outcome
   Develop a corrective action plan and mitigation strategies to address identified hazards
   a. *Metric: Percent of corrective action strategies completed per specified period of time*
   b. *Baseline: Develop a corrective action plan and mitigation strategies to address identified hazards in the previous objective/outcome in 2025*
   c. *Target: Beginning in 2025, complete all preventable corrective action strategies identified in the plan each year*

GOAL 2: CULTURE
Shoreline Metro will foster agency-wide support for transit safety by establishing a culture where management is held accountable for safety and everyone in the organization takes an active role in securing transit safety.

1. Objective/Outcome:
   Maintain a dedicated staff person as the Transit Agency Safety Officer to manage the agency's transit safety program
   a. *Metric: Number of years of transit safety experience*
   b. *Baseline: Have a Transit Agency Safety Officer with at least eight years of overall transit experience and at least two years of transit safety experience manage Shoreline Metro's transit safety program*
   c. *Target: Have a Transit Agency Safety Officer with at least eight years of overall transit experience and at least two years of transit safety experience manage Shoreline Metro's transit safety program*

2. Objective/Outcome:
   Continue to hold regular transit safety meetings comprised of staff at varying levels, including executives, officers, managers, operators, and maintenance personnel
   a. *Metric: Number of meetings per specified period of time or number of additional meetings following each incident/occurrence*
   b. *Baseline: Hold meetings quarterly (or more frequently as needed)*
   c. *Target: Hold meetings quarterly (or more frequently as needed)*

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

4. Objective/Outcome:
   Continue to provide employee safety training opportunities and attendance
   a. *Metric: Number of employee safety training sessions completed per specified period of time*
   b. *Baseline: Training sessions were not held in 2021 due to the pandemic*
   c. *Target: Hold training sessions quarterly (or more frequently as needed)*

5. Objective/Outcome:
   Continue distribution of safety material amongst employees and the general public
   a. *Metric: Number of manuals, newsletters, brochures, posters, or campaigns distributed per specified period of time*
   b. *Baseline: Safety materials are evaluated and provided as needed.*
   c. *Target: Safety materials to be provided will be evaluated on an annual basis.*

GOAL 3: SYSTEMS/EQUIPMENT:
Shoreline Metro will provide a safe and efficient transit operation by ensuring that all vehicles, equipment, and facilities are regularly inspected, maintained, and serviced as needed.

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

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

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

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

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PTASP Acknowledgment Form

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

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

_____

Print Employee Name

_____

Signature of Employee

_____

Date

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SHORELINE METRO

BAY LAKE Regional Planning Commission | Since

CITY OF SHEBOYGAN
RESOLUTION 81-26-27

BY ALDERPERSONS MITCHELL, BOORSE, AND DEKKER.

AUGUST 17, 2026.

A RESOLUTION accepting and approving the Sheboygan Transit Development Program (TDP) 2026-2030.

WHEREAS, the Transit Commission has accepted and approved the attached Sheboygan Transit Development Program (TDP) 2026-2030 (the "Development Plan").

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

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL
_____.

Presiding Officer

_____
Ryan Sorenson, Mayor, City of Sheboygan

Attest

_____
Meredith DeBruin, City Clerk, City of Sheboygan

2026-2030 SHORELINE METRO TRANSIT DEVELOPMENT PLAN

SHORELINE METRO

BAY LAKE Regional Planning Commission | Since 1972

Prepared by:

Bay-Lake Regional Planning Commission

1861 Nimitz Drive, De Pere, WI 54115

Adopted: September 2026

TDP Review Committee

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Jerry Benzschawel	City of Sheboygan Falls, DPW
Mike Kitzerow	Village of Kohler, DPW
Tanner Presutti	Sheboygan Area School District, Supervisor
Taylor Zeinert	City of Sheboygan, Director of Planning + Development
Casey Bradley	City of Sheboygan, Administrator
Tom Holton	Town of Sheboygan, Deputy Director of Public Utilities
Michelle Acevedo	HHS-Sheboygan County, ADRC
Ann Koeller	Shoreline Metro
Kurt Zempel	City of Sheboygan Chief of Police

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The contents of this report reflect the views of the Bay-Lake Regional Planning Commission, which is responsible for the facts and accuracy of the data presented herein. The contents do not necessarily reflect the office views or policies of the U.S. Department of Transportation. This report does not constitute a standard, specification, or regulation.

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Chapter1: Introduction

Shoreline Metro Transit

Shoreline Metro Transit offers Fixed Route Transit service and Americans with Disabilities Act (ADA) complementary paratransit service in the cities of Sheboygan, and Sheboygan Falls, and Village of Kohler, located within the Sheboygan Urbanized Area in Wisconsin, about 50 miles north of Milwaukee. Both the services are operated by the City of Sheboygan.

Study Purpose

The Shoreline Metro Transit Development Plan (TDP) serves as a strategic framework to guide the planning and growth of the transit system over a five-year period. It supports the efficient allocation of capital and operational funding while addressing the increasing demand for transit services. The plan incorporates a comprehensive analysis of factors anticipated to affect service delivery and identifies strategies to enhance transit operations within the Sheboygan area. Through this process, the TDP defines the appropriate future direction and service models necessary to meet the evolving transportation needs of the community.

The following topics were included in the scope of the study:

- Developing goals and objectives for the transit system
- Assessing the existing transit system
- Public engagement
- Transit needs assessment
- Service planning and recommendations
- Creating funding and implementation plan

Planning Process

A multi-organization advisory committee was established in the beginning of the project to guide the decision making and the progress of the project. The advisory committee consisted of Shoreline Metro's transit director and employees, local citizens, officials from the Cities of Sheboygan and Sheboygan Falls, Village of Kohler, and Town of Sheboygan, Aging & Disability Resource Center (ADRC) of Sheboygan County, staff from Sheboygan Area School District, Wisconsin Department of Transportation and Sheboygan MPO/Bay-Lake Regional Planning Commission staff.

The City of Sheboygan applied for and received a Section 5304 Statewide Transit Planning Program Grant, which covered 80% of the plan's funding. The remaining 20% was provided by the City of Sheboygan. The City of Sheboygan and Shoreline Metro's transit director contracted with the Bay-Lake Regional Planning Commission to lead the planning effort.

The development of this TDP was guided by a comprehensive evaluation of transit needs and service opportunities within the Sheboygan area. The planning process included research on existing conditions, an assessment of the current transit system and service area, and an analysis of alternative transit service configurations. Data was collected and analyzed to evaluate system performance, service area characteristics, and travel patterns. Two targeted data collection efforts were conducted to gather input from transit riders and to better understand route ridership patterns. Additional planning activities included a peer system analysis, development of a cost allocation model, evaluation of route productivity, and establishment of the TDP's goals and objectives. Together, these analyses informed the development and evaluation of alternative service configurations, ultimately leading to the recommended public transportation plan for the Sheboygan area. The Implementation Strategy section outlines the actions and priorities needed to implement the key recommendations identified in this TDP.

Transit System Overview

Shoreline Metro Fixed Route Service

Shoreline Metro is owned and operated by the City of Sheboygan and provides limited transit service to the Village of Kohler and to the City of Sheboygan Falls. Shoreline Metro was acquired in the early 1970s by a private operator. Similar to other privately owned and operated bus companies, the rising costs of maintaining a quality public service resulted in a significant profit loss. Despite the provision of subsidies in 1971, the privately owned Sheboygan Bus Lines continued to absorb increasing deficits. By the summer of 1972, the owners of the bus system filed an application to discontinue service in the Sheboygan area, a request that was granted by the Public Service Commission of Wisconsin. Continuation of the bus service was assured as the City of Sheboygan was given temporary authority to operate the service. A city referendum vote in April 1973 was supported by a 3 to 1 margin, allowing the city to acquire and operate a municipal bus transportation system. The results of this change in ownership provided not only immediately financial stability, but also the opportunity for evaluation and implementation of operating and service improvements. Items such as routing and the level of service have generally been preserved in their underlying form and provide the foundation of the current transit system.

In 1992, Shoreline Metro initiated paratransit services under the Americans with Disabilities Act of 1990 (ADA). This door-to-door service provides transportation to the disabled population in the community that, in many cases, is unable to utilize the fixed-route service. Shoreline Metro contracted these services to the Sheboygan County Health and Human Services Department (and its private sector transportation provider) over several years but brought this service component in-house in 2007. In addition, Shoreline Metro’s fixed-route service is fully accessible to disabled passengers who can utilize such service.

Shoreline Metro's service is mostly a fixed route, fixed-scheduled bus system. Demand response service for the disabled is operated through the "Metro Connection" division of Shoreline Metro.

Paratransit Service

In order to meet the special needs of persons with disabilities and to comply with the ADA, Shoreline Metro operates low-floor buses on its regular, fixed-route system. For disabled persons who qualify for ADA paratransit service, Shoreline Metro offers demand-response paratransit service during the same hours of operation as its fixed-route service within three-fourths of a mile of all Shoreline Metro fixed routes and within its current transit service area (cities of Sheboygan, Sheboygan Falls, and the Village of Kohler). The ADA paratransit service is provided through Shoreline Metro's "Metro Connection" division. Current hours of operation are 5:15 a.m. to 8:15 p.m. Monday through Friday and 8:15 a.m. to 4:15 p.m. on Saturdays. There is no service on Sundays or major holidays.

Clients make their own arrangements for transportation service. ADA certified persons can request next day service prior to 3:00 p.m. the day before the scheduled service. Shoreline Metro can be reached at 920-459-3281, Option 2, regarding this service. Service includes door-to-door service with assistance from the first door to the vehicle and from the vehicle to the first door. Certification to use this program is required. Eligibility criteria for this program include:

- An individual with a disability who is unable to board, ride or disembark from a fully accessible Shoreline Metro bus;
- An individual with a disability who is able to board, ride or disembark from a fully accessible Shoreline Metro bus, but an accessible vehicle is not available on the regular bus system; or
- An individual who has a specific impairment-related condition, which prevents the individual from getting to or from a boarding or departure location on the regular bus system; this relates to environmental or architectural barriers under public control, which prevent individuals getting to or from accessible transportation.

Individuals with a qualifying disability may be considered eligible on:

- A trip-by-trip basis (conditional);
- A seasonal or weather basis (conditional);
- A permanent life certification (unconditional); or
- A short-term or revolving three-year basis (unconditional).

The ADA became law on July 26, 1990. The law is intended to provide equal access to people with disabilities in the areas of employment, public services, public transportation, private accommodations, and telecommunications. The ADA requires recipients of Federal Transit Administration (FTA) funds (including Shoreline Metro) to provide transportation services to people with disabilities by using both lift-equipped fixed-route service and complementary

paratransit service. Individuals are eligible to use ADA public transportation service or paratransit if they meet the eligibility criteria established in the ADA noted above.

An ADA paratransit fare for a one-way trip is $4.00 at all times of operation. This fare is paid using an electronic fare media system. Trips are paid in advance and applied to a customer's account. A trip gets deducted from the account each time a trip is taken. Fares for individual trips are generally not available. Customers who are clients of an agency may have their transportation covered by the agency (at the "agency fare" rate). Personal care attendants of a qualified rider may ride at no additional charge. However, other accompanying riders must pay regular fares and may be limited if needed to allow other qualified customers to ride.

An $8.00 fare for certain "premium" ADA paratransit services has been approved and implemented. These services include:

- Same-day reservations: Customers will be able to call and schedule a trip on the same day. Trips will only be permitted based on availability and are not guaranteed. Customers are still encouraged to make trip reservations in advance.
- Same-day changes: Customers will be able to call and modify a trip on the same day the trip is to be provided. For example, a customer wants to go to the supermarket instead of the dentist (because the appointment got canceled).
- Second bus – Customers that "no show" on their return trip home will be able to call and request a second bus to pick up the customer.

Service Characteristics

Current regular fixed-route transit services provided in the Shoreline Metro service area are provided on nine regular routes and one seasonal route. Eight of these routes (Routes 3 North and South, 5 North and South, 7 North and South, and 10 North and South) exclusively serve the City of Sheboygan portion of the transit service area. Route 20 (Kohler/ Sheboygan Falls Route, with limited service) serves the City of Sheboygan as well as the Village of Kohler and the City of Sheboygan Falls. Route 40 ("The Square") is a seasonal route that serves the downtown, riverfront, lakefront, and South Pier (Blue Harbor) areas of the City of Sheboygan. The route typically runs from mid-June through the Saturday of Labor Day weekend. All routes converge at the transfer point in Sheboygan's central business district. The downtown serves as the main transfer point between routes, and schedules are designed so that transfers are easily accommodated (with a few exceptions). The transfer point is located in the central portion of the block bordered by North 9th Street, Center Avenue, North 8th Street, and Pennsylvania Avenue.

Service is generally provided six days a week, Monday through Saturday, with no service on Sundays or on six observed holidays. Weekday service begins at 5:15 a.m. and ends at 8:15 p.m. Saturday service begins at 8:15 a.m. and ends at 4:15 p.m. North and South Shuttles are available during periods of hourly service when north and south side routes are not operating on weeknights and on Saturdays. Shuttle Service is available in the areas serviced by the Sheboygan

routes and excludes the area serviced by Route 20 in Kohler and Sheboygan Falls. Headways are generally 30 minutes in length for nearly all routes and are generally 60 minutes in length for Route 20 (except for the Kohler Company Special run, which has a headway of 30 minutes). Generally, numbered city routes (3, 5, 7 and 10) operate every half hour during the daytime on weekdays and hourly on weeknights and Saturdays, unless noted differently below. Map 4, below, provides the Shoreline Metro fixed-route overview. Profiles of each of Shoreline Metro's routes are noted below:

Route 3 North

Route 3 North serves the north central portion of the City of Sheboygan. Route 3 North travels for a length of 6.9 miles from its southern terminus at the downtown transfer point to its northern terminus at the intersection of Eisner Avenue and North 21st Street. Major trip generators served by Route 3 North include the north side Piggly Wiggly supermarket, Plastics Engineering Company (PLENCO), Pigeon River/Etude and Cooper Elementary Schools, the Sheboygan Leadership Academy, St. Dominic's and St. Paul's Elementary Schools, the Walgreen's pharmacy on Calumet Drive, the McDonald's restaurant on North Avenue, RCS, Locate Staffing, and the recently relocated Lakeshore Technical College (LTC) Sheboygan campus. Michigan Avenue is also served by Route 3 North from North 13th Street to North 10th Street (inbound only).

Route 3 South

Route 3 South serves the south-central portion of the City of Sheboygan. Route 3 South generally travels for a length of 7.0 miles from its southern terminus at the intersection of Georgia and Union Avenues to its northern terminus at the downtown transfer point. Major trip generators served by Route 3 South include the South Pier District (on certain trips, including Blue Harbor Resort), Georgia Avenue Apartments, Bio Life plasma center, the University of Wisconsin Green Bay – Sheboygan Campus, Bookworm Gardens, Lutheran High School, Horace Mann Middle School, Old Wisconsin, James Madison and Sheridan Elementary Schools, and Immanuel Lutheran School.

Route 5 North

Route 5 North serves the northeast portion of the City of Sheboygan. Route 5 North travels for a length of 6.5 miles from its southern terminus at the downtown transfer point to its northern terminus at the intersection of Eisner Avenue and North 10th Street. Major trip generators served by Route 5 North include Here We Grow Child Care Center, Urban Middle School, the north side Piggly Wiggly supermarket, Ridge Court apartments, North High School, Vollrath Park, Grant Elementary School, Sheboygan County Christian Elementary School, St. Elizabeth Ann Seton Catholic Elementary School, the Sheboygan County YMCA, Deland Park and Marina, and the Sheboygan Senior Activity Center. Eisner Avenue is also served between North 13th Street and North 10th Street.

Route 5 South

Route 5 South serves the south-central portion of the City of Sheboygan. Route 5 South travels for a length of 8.3 miles from its southern terminus at Indian Meadows Mobile Home Park to its northern terminus at the downtown transfer point. Major trip generators served by Route 5 South include the Shoreline Metro offices and garage, Rockline Industries, Heritage Square, Indian Meadows Mobile Home Park, Lakeshore Display, Wilson Elementary School, Bethlehem Lutheran Elementary School, and Christ Child Academy.

Route 7 North

Route 7 North serves the northwest portion of the City of Sheboygan. Route 7 North travels for a length of 7.3 miles from its southern terminus at the downtown transfer point to its northern terminus at North Taylor Drive and Main Street. Major trip generators served by Route 7 North include the Mead Public Library, the Sheboygan Police Department, the Aurora Sheboygan Clinic, Pick and Save supermarket, St. Nicholas Hospital, Field of Dreams, St. Nicholas Apartments, Jefferson Elementary School, and Trinity Lutheran School. North Taylor Drive is also served between Superior Avenue and Main Avenue.

Route 7 South

Route 7 South serves the southeast portion of the City of Sheboygan. Route 7 South generally travels for a length of 9.8 miles from its southern terminus at the intersection of County Highway EE/Weeden Creek Road and County Highway OK/South Business Drive to its northern terminus at the downtown transfer point. Major trip generators served by Route 7 South include Longfellow and Jackson Elementary Schools, Farnsworth Middle School, South High School, Sheboygan County Christian High School, the Boys' and Girls' Club, Country Village Apartments, and Lakeshore Display. Route 5 South also serves the Industrial Park during deviated service runs.

Route 10 North

Route 10 North serves the west central portion of the City of Sheboygan. Route 10 North travels for a length of 7.0 miles from its eastern terminus at the downtown transfer point to its western terminus at the Meijer Supermarket. Major trip generators served by Route 10 North include the Aurora Sheboygan Clinic, the Sheboygan County Job Center, Memorial Plaza (including the Marcus Cinema), Meijer Supermarket, Kohl's, Taylor Heights Shopping Center (including Festival Foods), Tamarack Apartments, Wasserman Apartments, the Salvation Army Daycare, and the Sheboygan Leadership Academy. Much of Erie Avenue is also served by Route 10 North.

Route 10 South

Route 10 South serves the southwest portion of the City of Sheboygan. Route 10 South travels for a length of 9.1 miles from its southern terminus at the south side Walmart Supercenter to its northern terminus at the downtown transfer point. Major trip generators served by Route 10 South include the City of Sheboygan Municipal Service Building, Wildwood Park, Aldi Supermarket, Acuity Insurance, Nemak, the Sheboygan County Detention Center, the south side Walmart Supercenter, the Goodwill store, Washington Square Shopping Center (including the south side Piggly Wiggly Supermarket, Walgreen's and Culver's), and Sheridan Elementary School. Pennsylvania Avenue is also served between 15th and 9th Streets.

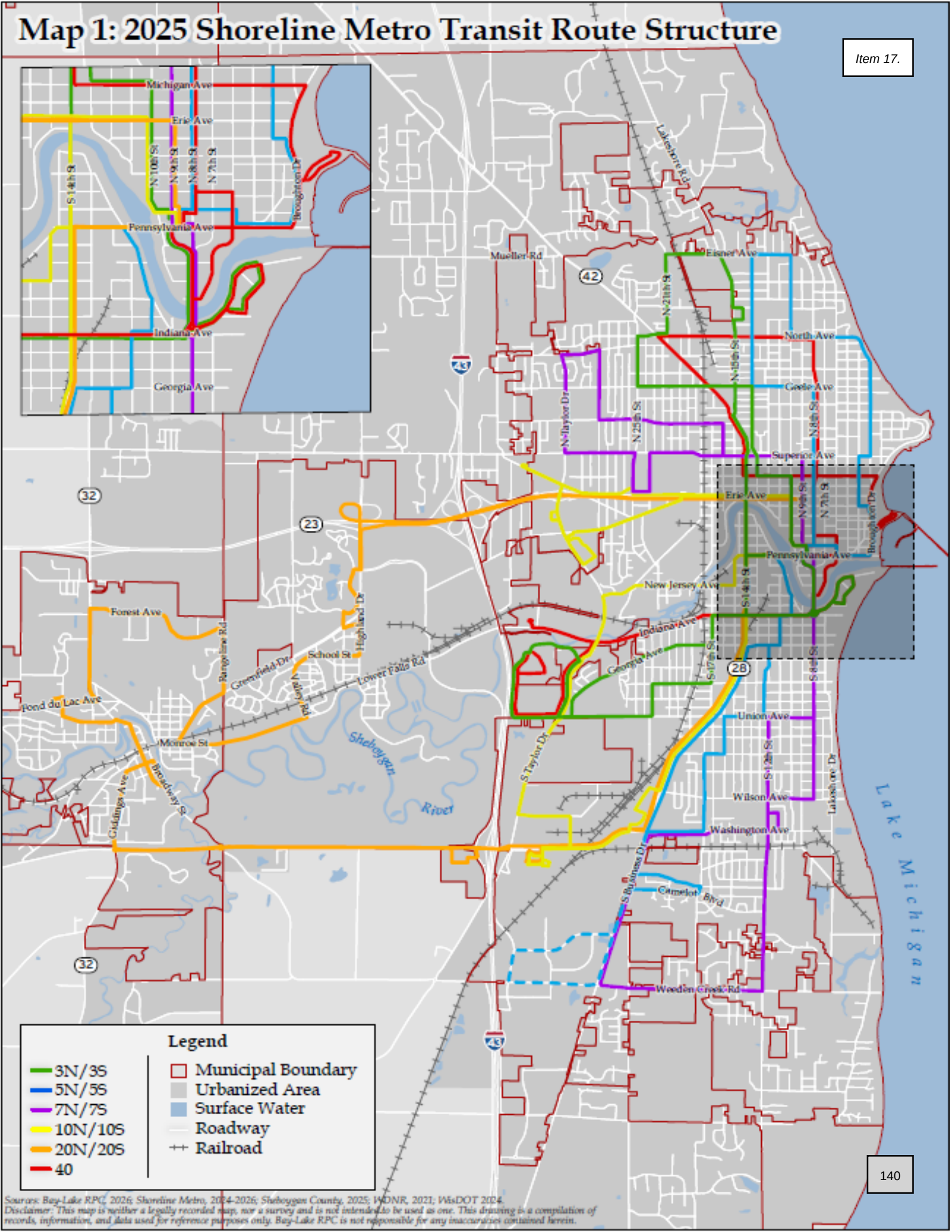
Route 20 (Sheboygan Falls and Kohler Route)

Route 20 serves the City of Sheboygan Falls and the Village of Kohler, and connects those communities to the various City of Sheboygan routes operated by Shoreline Metro. On most trips, Route 20 travels for a length of 21.4 miles from its eastern terminus at the downtown transfer point to its western terminus in the vicinity of the Sheboygan Falls Piggly Wiggly Supermarket; one trip (the Kohler Company Special run) is about half that length. Major trip generators served by Route 20 in the City of Sheboygan Falls include the Sheboygan County Aging and Disability Resource Center (ADRC), Forest Avenue Mobile Home Park, the Sheboygan Falls Piggly Wiggly Supermarket, Sheboygan Falls City Hall, Sheboygan Falls High School, and Rochester Park. Major trip generators served by Route 20 in the Village of Kohler include Woodlake Market, the Kohler Company, and Deer Trace Shopping Center (including Target). The one major trip generator served by Route 20 in the City of Sheboygan is the south side Walmart Supercenter. It should be noted that Route 20 North travels in a counterclockwise fashion, while Route 20 South travels in a clockwise fashion; both routes serve the same destinations. The Kohler Company Special run (6:45 a.m. to 7:15 a.m. on weekdays) has the Kohler Company as its only destination, but all other trips serve all of the above noted destinations.

Route 40 ("The Harbor Centre Express Plus")

Route 40 is a seasonal route (mid-June through the Saturday before Labor Day) that operates in downtown Sheboygan, South Pier, the Riverfront and a portion of the Lakefront. Route 40 travels for a length of 4.6 miles, with its beginning and ending points at the downtown transfer point. Major trip generators served by Route 40 include South Pier (including Blue Harbor Resort and Harbor Pointe Mini Golf), Visit Sheboygan, the Riverfront, John Michael Kohler Arts Center, Deland Park and Marina, the beach adjacent to Broughton Drive, and various destinations in downtown Sheboygan off North 8th Street (including City Green). Michigan Avenue is also served between North 3rd Street and North 8th Street.

Map 1: 2025 Shoreline Metro Transit Route Structure



Sources: Bay-Lake RPC, 2026; Shoreline Metro, 2024-2026; Sheboygan County, 2025; WDNR, 2021; WisDOT 2024.
Disclaimer: This map is neither a legally recorded map, nor a survey and is not intended to be used as one. This drawing is a compilation of records, information, and data used for reference purposes only. Bay-Lake RPC is not responsible for any inaccuracies contained herein.

Shuttle Service

Shoreline Metro provides a shuttle service on weekday afternoons, weekday evenings and Saturdays to accommodate passengers during peak and hourly service. Passengers may use the shuttles by paying the same fare as the regular routes. Shuttle Service is available in the areas serviced by the Sheboygan routes and excludes the area serviced by Route 20 in Kohler and Sheboygan Falls. Passengers are not permitted to change their destination once the shuttle has left the Transfer Station.

Afternoon Peak Shuttles operate on weekdays between 3:45 p.m. and 4:45 p.m. During “drop and go” service, all routes come into the Transfer Station, drop off their passengers and pick up passengers already waiting. At :20 and :50 past the hour during this period routes may automatically leave the station.

Evening Shuttles operate from 5:15 pm to 8:15 pm on Monday through Friday. Shuttles will usually depart the Transfer Station shortly after all regular routes have departed the Transfer Station. Normal fares do apply. Shuttles are outbound (drop off) only and will not pick up passengers along the route. The shuttles depart from the Transfer Station shortly after all regular routes have dropped off at the Transfer Station.

Saturday Shuttles are provided to complement the regular routes during hourly service from 8:15 a.m. to 4:15 p.m. A North Shuttle is provided when all regular routes go southbound at :15 past the hour and a South Shuttle is provided when all regular routes go northbound at :45 past the hour. The shuttles will take passengers to their destination (drop off must be at a regular bus stop) in order as determined by the bus driver. Shuttles will usually depart the Transfer Station shortly after all regular routes have departed the Transfer Station. Normal fares do apply. Shuttles are outbound (drop off) only and will not pick up passengers along the route.

The average length of the North and South Shuttles is 6.5 miles. One purpose of the shuttles is to drop off passengers on the north and south sides of the City of Sheboygan in a timely manner so that they do not wait an extraordinary amount of time to make connections to their next bus at the transfer point, and to drop off passengers near their destinations at the end of the service day.

Fare Structure

Table 1 illustrates the fare structure of Shoreline Metro. The full cash fare is $2.00. Sheboygan Area School District (SASD) students ride free of charge with proper identification per an agreement between Shoreline Metro and the SASD. A student 20 ride punch card costs $11.00. The day pass costs $4.00, and customers can purchase a six-pack of day pass for $18.00. The monthly pass costs $50.00; frequent riders can save $22.00 or more per month (this assumes two rides per day, five days per week for four weeks) by purchasing a monthly pass at the Shoreline Metro downtown transfer point, or at four supermarkets in the City of Sheboygan and one supermarket in the City of Sheboygan Falls.

Table 1. Shoreline Metro Fare Schedule

Shoreline Metro Fare Schedule	
Fare Category	**Price**
Cash	
Single Trip	$2.00
Half-Fare	$1.00
Passes	
Day Pass	$4.00
6-pack Day Passes	$18.00
Monthly Pass	$50.00
30-Day Pass	$45.00
Student Fares	
Students of SASD	Free
Children under Age 5	Free
Student Punch Cards (20 trips)	$11.00
Half Fares	
Half-Fare Punch Cards (20 Trips)	$10.00

Source: Shoreline Metro Transit, 2025; Bay-Lake Regional Planning Commission, 2025

Cash fares for qualified elderly and disabled persons and military veterans are less than or equal to half the regular cash fare. The half fare for elderly, disabled and veteran riders is always $1.00. The ADA paratransit fare is $4.00. This fare is paid using an electronic fare media system. Trips are paid in advance and applied to a customer's account. A trip gets deducted from the account each time a trip is taken. Fares for individual trips are generally not available. Customers who are clients of an agency may have their transportation covered by the agency (at the "agency fare" rate).

Free transfers between routes and sales of adult and student tokens were discontinued in August of 2020 in response to the need to have safer fare media due to the COVID-19 pandemic.

Shoreline Metro operated a fleet of 22 transit coaches in 2024. In addition to the 22 transit coaches, Shoreline Metro had five service vehicles. Another 11 vehicles are used by Shoreline Metro and its Metro Connection division for ADA paratransit in the transit service area and for transportation under Sheboygan County's Section 85.21 elderly and disabled transportation program; five of the vehicles were purchased by Sheboygan County, while five other vehicles were purchased by the City of Sheboygan but are titled to Sheboygan County. Shoreline Metro rotates its vehicles on a daily basis.

Facilities

Shoreline Metro has an air conditioned (heated in winter) transfer center that involves a significant portion of a city block in the central business district (across from city hall, and near the post office, some small businesses and several banks), and is well lit during evening hours, providing safe shelter for Shoreline Metro passengers. In addition to being a transfer point for all Shoreline Metro fixed routes, the transfer center is the location in the City of Sheboygan where passengers can access various intercity bus services, including Indian Trails, Jefferson Lines, Lamers Connect (on weekends). Amenities at the transfer center include Wi-Fi, a customer service office that is staffed during the daytime on weekdays, and bike racks. Transferring is made easier for passengers, as the individual routes have assigned bus stalls.

Other facilities maintained by Shoreline Metro include 28 passenger shelters at various bus stops with traditionally high ridership levels, 25 of which are owned by Shoreline Metro, with three others (Tamarack Apartments, Aurora Sheboygan Memorial Medical Center and Meijer) being privately owned. These shelters are located at main passenger loading intersections, as well as at the following locations: Geele Avenue near RCS; Georgia Avenue near Horace Mann Middle School; North 8th Street across from Lincoln Avenue; South Business Drive adjacent to the Indian Meadows Trailer Park; the Aurora Sheboygan Clinic off North 25th Street; Saemann Avenue near Lakeshore Community Health Care Clinic; South 12th Street and Weeden Creek Road; Country Village Apartments; Tamarack Apartments (privately owned); Aurora Sheboygan Memorial Medical Center (privately owned); and near the south side Walmart Supercenter.

The transit office houses administrative staff, maintenance and storage. Due to the cold winter months in the Shoreline Metro service area, the storage for buses is indoors.

Systemwide Ridership and Revenue Mile Trends

Annual Revenue Passenger Trips

Table 2 outlines the annual revenue passenger trips for Shoreline Metro from 2014 to 2024, broken down into fixed route and paratransit trips. Over this 11-year period, fixed route trips consistently made up the majority of total passenger trips. The number of fixed route trips rose from 538,802 in 2014 to a peak of 679,263 in 2019, before dropping sharply to 373,021 in 2020. This is due largely in part to the COVID-19 pandemic and its ensuing lockdowns. Since then, ridership has steadily rebounded, reaching 582,212 in 2024.

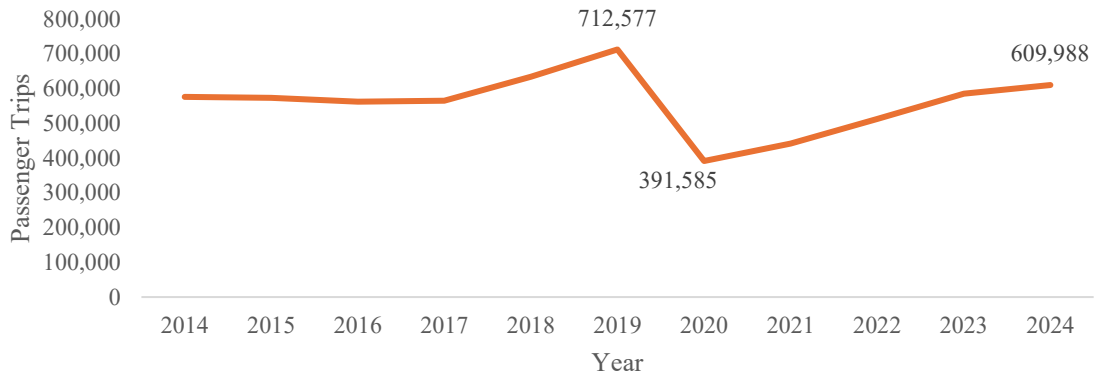
Paratransit trips saw a steady decline, decreasing from 37,062 in 2014 to a low of 18,564 in 2020, then gradually increasing to 27,776 in 2024. Total passenger trips reached their highest point in 2019 at 712,577, followed by a significant decline in 2020 to 391,585. Since then, total trips have recovered steadily to 609,988 in 2024. Figure 1 displays this trend over past 10 years.

Table 2. Annual Revenue Passenger Trips

Year	Fixed Route Trips	Paratransit Trips	Total Passenger Trips
2014	538,802	37,062	575,864
2015	537,765	35,492	573,257
2016	527,775	34,317	562,092
2017	529,726	35,589	565,315
2018	599,714	34,658	634,372
2019	679,263	33,314	712,577
2020	373,021	18,564	391,585
2021	420,503	21,367	441,870
2022	487,393	25,111	512,504
2023	560,155	25,173	585,328
2024	582,212	27,776	609,988

Source: Shoreline Metro (for all years listed); Bay-Lake Regional Planning Commission, 2025

Figure 1. Annual Revenue Passenger Trips



Source: Shoreline Metro (for all years listed); Bay-Lake Regional Planning Commission, 2025

Annual Revenue Miles

Table 3 presents the annual fixed-route revenue miles for Shoreline Metro from 2014 to 2024. During this period, revenue miles generally trended downward, starting at 602,100 miles in 2014 and ending at 522,653 miles in 2024. The most notable decline occurred between 2016 and 2018, with revenue miles dropping from 577,826 miles to 536,426 miles. A slight rebound followed in 2019 with 555,500 miles, but the onset of the COVID-19 pandemic in 2020 brought a sharp decrease of over 50,000 miles to 476,794 miles, the lowest point in the period. Since then, revenue miles have gradually increased, peaking again at 528,343 in 2023 before dipping slightly in 2024.

Table 3. Annual Fixed-Route Revenue Miles

Year	Revenue Miles
2014	602,100
2015	599,904
2016	577,826
2017	543,561
2018	536,426
2019	555,500
2020	476,794
2021	506,006
2022	504,065
2023	528,343
2024	522,653

Source: Shoreline Metro (for all years listed); Bay-Lake Regional Planning Commission, 2025

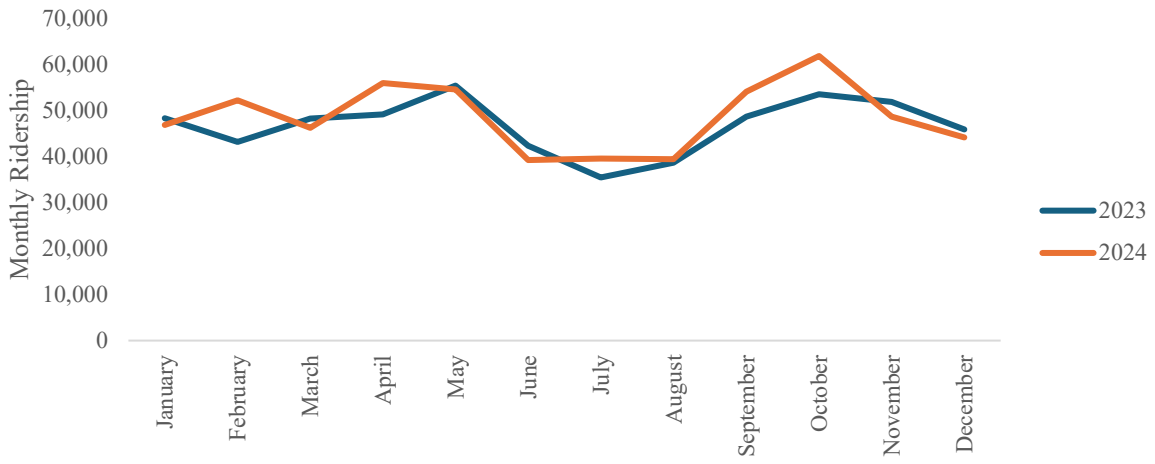
Monthly Ridership: 2023 – 2024

Figure 2 depicts Shoreline Metro's monthly ridership between 2023 and 2024. Monthly ridership in 2023 and 2024 shows relatively similar increases and decreases month to month, reflecting fluctuations that may be due to seasonal patterns, events, or other external factors. January 2023 had slightly higher ridership than 2024, with 48,284 riders compared to 46,777 riders, respectively. February saw a significant reversal, with 2024 increasing sharply to 52,164 riders, above 2023's 43,142 riders.

In both years, May showed some of the highest ridership. The month showed a slight dip in 2024 (54,493 riders) compared to 2023's 55,353 riders. June ridership showed a sharp decline in both years, with ridership dropping to 42,279 riders in 2023 and 39,191 riders in 2024, continuing a summer lull that extended into July and August. This can be tied back to the Sheboygan Area School District starting summer vacation, leading to a drop in student riders.

As the school year started back up, September and October ridership in 2024 rose significantly compared to the same months in 2023, especially in October, where 2024 reached a peak of 61,776 riders versus 53,456 riders in 2023. However, November and December both declined in 2024, with November dropping to 48,638 riders from 51,833 riders, and December slipping slightly to 44,125 riders from 45,865 riders.

Figure 2. Monthly Ridership, 2023 – 2024



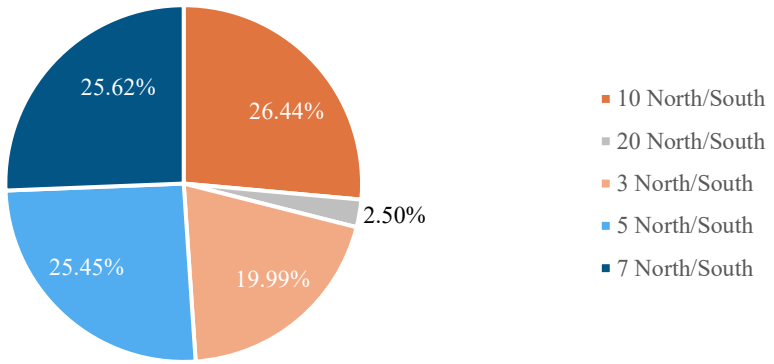
Source: Shoreline Metro, 2023 – 2024; Bay-Lake Regional Planning Commission, 2025

Ridership by Route: 2024

Figure 3 displays Shoreline Metro's ridership by route in 2024. The largest share of ridership comes from Route 10 North/South (22.95%), followed closely by Route 40 Harbor Centre Express (22.25%), and Route 5 North/South (22.09%). Route 7 North/South also contributed significantly with 17.36% of the total ridership.

The remaining routes had smaller ridership shares. Shuttles account for 7.92% of total ridership, Trippers make up 3.59%, Route 20 North/South for 2.17%, Route 3 North/South for 0.54%, Route 20 Kohler Special for 0.32%, and Special services have the smallest share at 0.81%. This distribution highlights a strong reliance on a few core routes, with the top four comprising over 84% of total ridership.

Figure 3. Ridership by Route, 2024

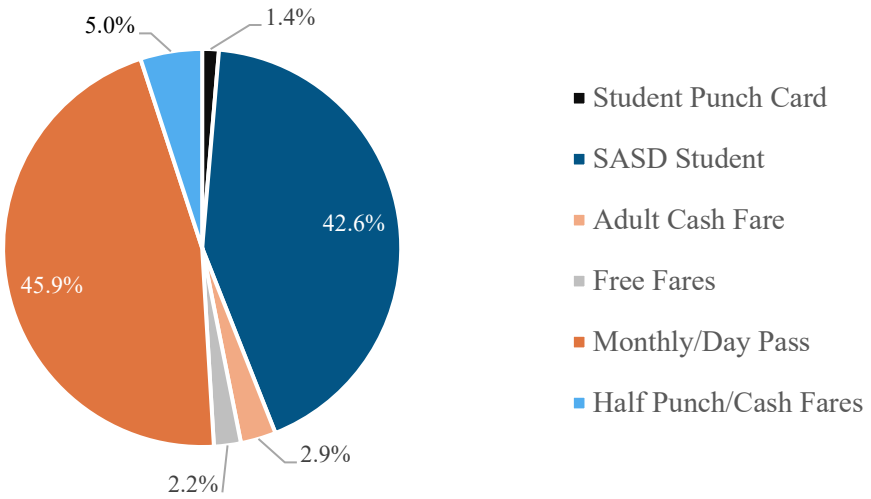


Source: Shoreline Metro, 2024; Bay-Lake Regional Planning Commission, 2025

Ridership by Fare Category: 2024

Figure 4 shows the breakdown of trips by fare type. The largest share of ridership, 45.9%, came from those using Monthly or Day Passes. Close behind were SASD Student riders, accounting for 42.6% of fares used. The remaining fare categories made up smaller portions. Half Punch/Cash Fares represented 5.0%, Free Fares were 2.9%, Adult Cash Fare made up 2.2%, and Student Punch Cards had the smallest share at 1.4%. This distribution highlights a strong reliance on prepaid or school-sponsored fare programs.

Figure 4. Ridership by Fare Category, 2024



Source: Shoreline Metro, 2024; Bay-Lake Regional Planning Commission, 2025

Funding Sources: 2020-2024

Table 4 presents the funding sources for Shoreline Metro from 2020 to 2024. Over the five-year period, the largest contributor was the U.S. Department of Transportation (USDOT), increasing from $1.1 million (29.4%) in 2020 to $1.74 million (40.4%) in 2024. Funding from WisDOT remained relatively stable from 2020 to 2022 but saw a decline in amount and percentage in 2023 and 2024. WisDOT funds accounted for 24.6% of total funding in 2020 to 17.5% in 2024. CARES (Coronavirus Aid, Relief, and Economic Security) Act/ARPA (American Rescue Plan Act) funding fluctuated, peaking in 2020 at 18.3%, dropping to zero in 2021, and then rebounding in the following years. In 2024, Covid relief funds made up 11.1% of Shoreline Metro's funding. Passenger revenue showed strong growth, nearly quadrupling from $126,774 in 2020 to $546,289 in 2024. The City of Sheboygan made a significant contribution in 2021. Other smaller but steady contributors included Sheboygan County, the Sheboygan Area School District, and the City of Sheboygan Falls and Village of Kohler. Total funding grew from approximately $3.75 million in 2020 to a peak of $4.41 million in 2023, before slightly declining to $4.3 million in 2024.

Table 4. Funding Sources, 2020 – 2024

Funding Source	2020		2021		2022		2023		2024	
	Amount	Percentage	Amount	Percentage	Amount	Percentage	Amount	Percentage	Amount	Percentage
Wisconsin DOT	$920,673	24.60%	$929,425	25.00%	$929,418	22.70%	$794,415	18.00%	$752,645	17.50%
USDOT	$1,100,000	29.40%	$1,233,624	33.10%	$1,546,933	37.70%	$1,629,378	36.90%	$1,736,609	40.40%
CARES Act/ARPA	$684,135	18.30%	$0	0.00%	$427,751	10.40%	$648,339	14.70%	$476,363	11.10%
HUD - CDBG Funding	$42,493	1.10%	$42,493	1.10%	$42,493	1.00%	$42,493	1.00%	$42,493	1.00%
City of Sheboygan	$0	0.00%	$450,613	12.10%	$0	0.00%	$0	0.00%	$0	0.00%
City of Sheboygan Falls	$38,696	1.00%	$38,696	1.00%	$38,696	0.90%	$38,696	0.90%	$38,696	0.90%
Village of Kohler	$13,366	0.40%	$13,366	0.40%	$13,366	0.30%	$13,366	0.30%	$13,366	0.30%
Sheboygan County	$364,918	9.70%	$368,392	9.90%	$360,126	8.80%	$358,368	8.10%	$364,308	8.50%
Sheboygan Area Schools	$90,000	2.40%	$90,000	2.40%	$90,000	2.20%	$91,350	2.10%	$91,350	2.10%
Passenger Revenue	$126,774	3.40%	$386,747	10.40%	$500,966	12.20%	$522,455	11.80%	$546,289	12.70%
Miscellaneous Revenue	$366,627	9.80%	$168,944	4.50%	$152,415	3.70%	$275,060	6.20%	$233,657	5.40%
TOTAL	**$3,747,682**	**100.0%**	**$3,722,300**	**100.0%**	**$4,102,164**	**100.0%**	**$4,413,920**	**100.0%**	**$4,295,776**	**100.0%**

Source: Shoreline Metro, 2020-2024; Bay-Lake Regional Planning Commission, 2025

Expense Breakdown: 2020-2024

Table 5 outlines the expense breakdown for Shoreline Metro from 2020 to 2024. Salaries consistently represented the largest portion of expenses, rising steadily from $2.17 million in 2020 to $2.48 million in 2024. Benefits, while lower than salaries, also remained significant. A decline was noted between 2020 and 2021, dropping from $935,439 to $867,376. Between 2021 and 2024, benefits fluctuated slightly but stayed near the $850,000 mark. Commodities saw notable growth, rising from $583,199 in 2020 to a peak of $901,547 in 2023 before a slight decrease in 2024 to $818,580. Utilities and personal services made up smaller shares of the budget, with utilities showing a spike in 2023 to $92,815. The total of these line items increased each year, from $3.84 million in 2020 to $4.3 million in 2024. As inflation and operating costs continue to increase, and Covid relief funds exhaust, it is critical to determine a sustainable flow of funding for Shoreline Metro.

Table 5. Expense Breakdown, 2020- 2024

Expenses	2020	2021	2022	2023	2024
Salaries	$2,168,221	$2,138,964	$2,200,018	$2,304,147	$2,476,517
Benefits	$935,439	$867,376	$853,365	$835,657	$842,183
Personal Services	$97,165	$146,309	$100,741	$122,600	$115,754
Utilities	$59,175	$67,299	$75,259	$92,815	$42,742
Commodities	$583,199	$669,537	$872,780	$901,547	$818,580
TOTAL	$3,843,199	$3,889,485	$4,102,163	$4,256,766	$4,295,776

Source: Shoreline Metro, 2020-2024; Bay-Lake Regional Planning Commission, 2025

DRAFT

Chapter 2: Transit Goals and Objectives

The TDP Review Committee worked on establishing goals and objectives at the beginning of the TDP process to guide the development of the transit network and ensure it meets the needs of current and future riders. The following goals are designed to align with broader community planning efforts, sustainability targets, and the values of efficient and effective transportation.

Goal 1: Enhance System Efficiency and Reliability

Objective 1.1: Optimize transit schedules and frequency to reduce waiting times, improve travel times, and increase reliability.
Objective 1.2: Invest in transit infrastructure such as signal prioritization, and modernized terminals to minimize delays and improve operational efficiency.

Goal 2: Improve Accessibility and Mobility

Objective 2.1: Expand transit coverage to underserved and high-demand areas, ensuring that all neighborhoods have convenient access to transit services.
Objective 2.2: Develop transit routes that are aligned with major employment centers, education hubs, healthcare facilities, and recreational areas to meet diverse travel needs.
Objective 2.3: Ensure that transit services are fully accessible to individuals with disabilities by upgrading facilities, vehicles, and providing specialized services.

Goal 3: Support Economic Development and Regional Growth

Objective 3.1: Integrate transit planning with regional development strategies to support economic growth and improve connectivity between key commercial and residential areas.
Objective 3.2: Develop transit-oriented development (TOD) strategies to promote dense, mixed-use development near transit hubs and stations.
Objective 3.3: Partner with local businesses and employers to incentivize transit use, such as offering employer-sponsored passes and commuter programs.

Goal 4: Promote Sustainability, Environmental Stewardship, and Traffic Reduction

Objective 4.1: Increase the use of clean energy sources and low-emission vehicles within the transit fleet to reduce the environmental impact and contribute to improved air quality.
Objective 4.2: Encourage the integration of transit with other sustainable transportation modes, such as cycling, walking, and electric scooters, to create a seamless multimodal network that reduces reliance on personal vehicles.
Objective 4.3: Develop policies that incentivize the use of transit as an alternative to single-occupancy vehicle trips, aiming to reduce traffic volume and improve overall mobility within the region.

Goal 5: Strengthen Community Engagement and Ensure Broad Access

Objective 5.1: Develop and implement effective public outreach initiatives to gather input from a wide range of community members on proposed transit improvements and services.
Objective 5.2: Ensure that transit services are affordable and available to all residents, with particular attention to supporting low-income individuals and communities with limited access to transportation.
Objective 5.3: Design and deliver transit services that cater to the specific needs of various groups within the community, including seniors, students, non-English speakers, and others with unique transportation requirements.

Goal 6: Ensure Financial Sustainability and Cost-Effectiveness

Objective 6.1: Evaluate the financial performance of transit services regularly to ensure that funding is allocated effectively and efficiently.
Objective 6.2: Explore alternative funding sources, including public-private partnerships, grants, and dedicated revenue streams, to reduce reliance on public subsidies.
Objective 6.3: Develop a long-term funding strategy to maintain and expand the transit system while ensuring fare structures remain affordable.

Goal 7: Strengthen Partnerships with Neighboring Communities

Objective 7.1: Collaborate with adjacent municipalities, counties, and transit agencies to improve regional connectivity and service coordination.
Objective 7.2: Develop joint planning initiatives and data-sharing agreements to ensure alignment of transit policies, infrastructure investments, and operational standards.
Objective 7.3: Pursue shared funding opportunities and intergovernmental partnerships to expand cross-jurisdictional transit services that support regional mobility goals.

Chapter 3: Existing Conditions and Needs Assessment

Transit Needs Assessment

To identify the transportation needs of a community it is important to analyze the trends and patterns developed over the past several years that have shaped the community and the future trends. The following section analyzes the socioeconomic data of the Shoreline Metro area to understand the baseline demographics of the communities. This analysis is helpful to determine areas where high ridership could be potentially generated, suggest alternative or additional routes in certain areas, and determine if the fixed route transit is best suited in the areas where it is currently served.

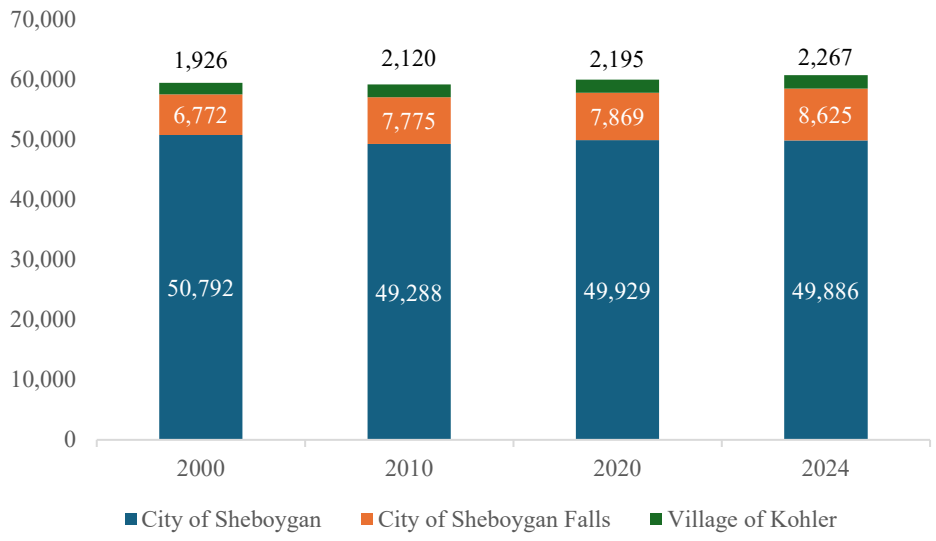
Population Trends

Over the past several decades, the City of Sheboygan Falls and Village of Kohler have witnessed population growth, with the highest population growth (14.8% and 10.1% respectively) between the years 2000 and 2010 according to the Decennial Census. On the contrary, the City of Sheboygan saw some fluctuation in its population with a 3% decrease between 2000 and 2010, and 1.3% increase between 2010 through 2020 (Decennial Census).

On October 10th, 2024, the Wisconsin Department of Administration released the state's population estimates for 2024. The City of Sheboygan Falls, and Village of Kohler were estimated to have population increases. At a 9.6% increase, the City of Sheboygan Falls saw the greatest increase in population between 2020 and 2024, gaining an estimated 756 residents. The Village of Kohler saw a 3.3% increase in its population during this time, adding 72 residents. Losing an estimated 0.1% of its population, the City of Sheboygan saw a decrease of 43 residents between 2020 and 2024.

Figure 5 shows the total population of the communities in the transit service area in 2000, 2010 and 2020 (according to the U.S. Bureau of the Census), as well as population estimates for 2024 (produced by the Wisconsin Department of Administration's Demographic Services Center).

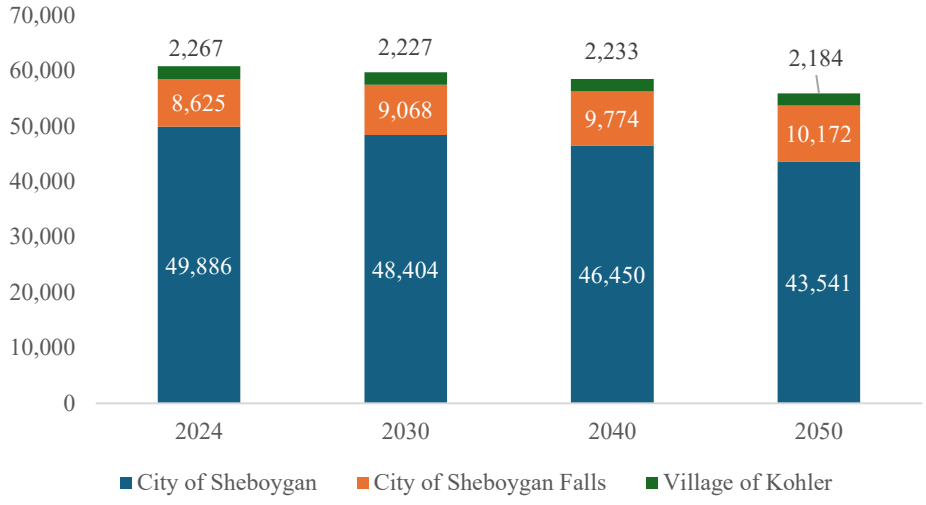
Figure 5. Shoreline Metro Service Area Population, 2000-2024



Source: U.S Census Data, 2000-2024; Bay-Lake Regional Planning Commission, 2025

Figure 6 displays population projections through 2050 from the Wisconsin Department of Administration. With a projected increase of 1,962 residents, the City of Sheboygan Falls would see a 25.2% increase from 2020 to 2050. The City of Sheboygan and Village of Kohler are both projected to lose population over the next three decades. With a 13% decrease in population, the City of Sheboygan will see the largest loss of 6,388 residents. The Village of Kohler is projected to have a small decrease in population, losing just 11 residents, or 0.5% of its population.

Figure 6: Population Projections by Community



Source: Wisconsin Department of Administration; Bay-Lake Regional Planning Commission, 2025

While demographic data shows modest changes in the population in recent years, a significant amount of development has occurred in the City of Sheboygan in the past few years. Despite the City of Sheboygan's projected population decrease over the next 20 years, the population in the region is projected to grow and employers are anticipating continued hiring.

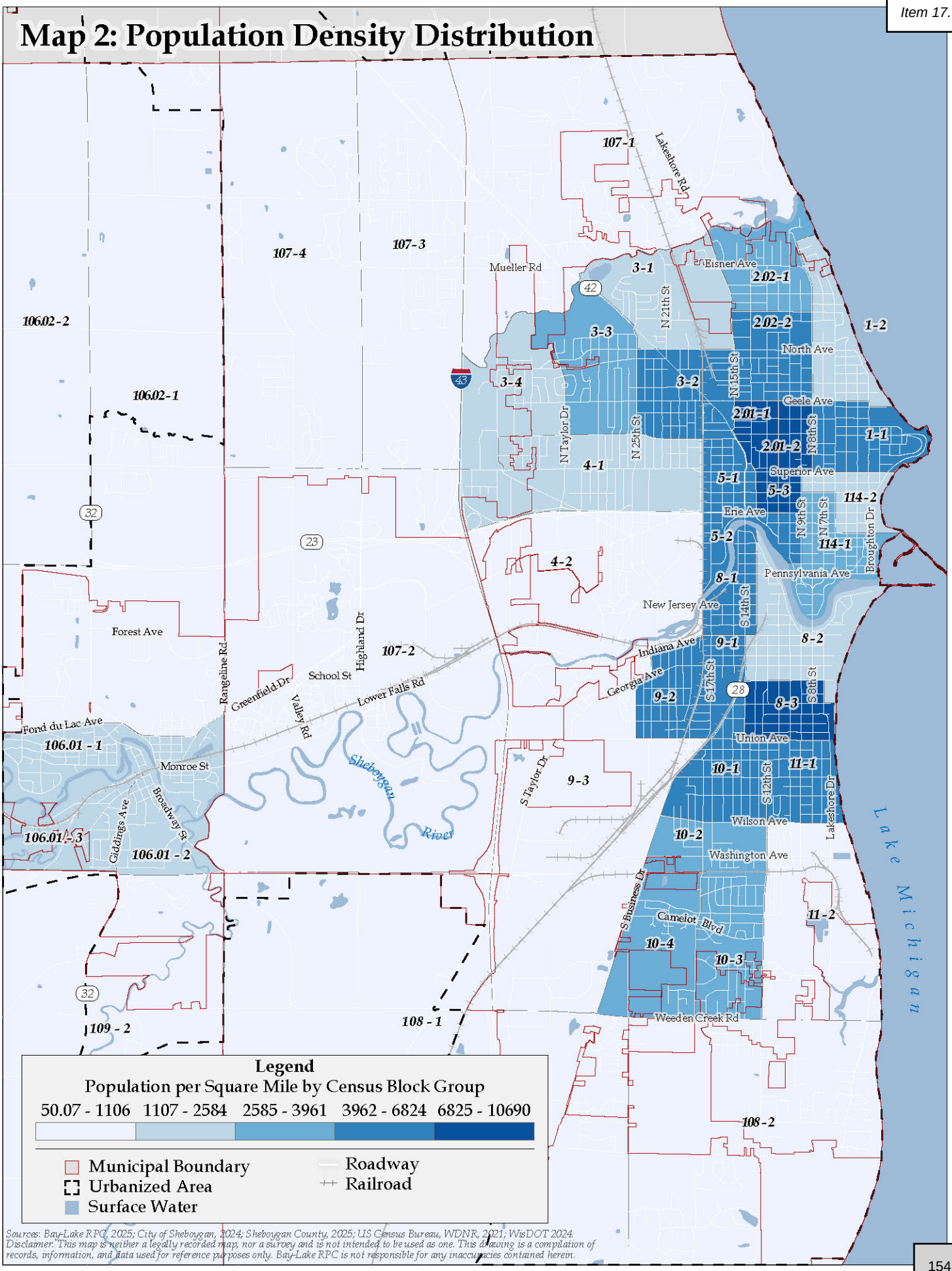
Population and Employment Activity

Factors like population and employment density are the most important factors when it comes to transportation and can be related to the need for public transit. Daily travel activity to and from the place of employment show the locations of travel.

Population Density

Map 2 shows the highest concentrations of population density per square mile can be found north of the City of Sheboygan in the area between Superior Avenue and Geele Avenue, and N8th Street and Calumet Drive. The other cluster with the highest density of population is on the south side of the City of Sheboygan between Union Avenue and Franklin Park and S8th Street and S14th Street.

Map 2: Population Density Distribution



Sources: Bay-Lake RPC, 2025; City of Sheboygan, 2024; Sheboygan County, 2025; US Census Bureau, WDNR, 2021; WisDOT 2024.
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Employment Density

Map 3 presents the distribution of jobs within Shoreline Metro's service area by census block. Key employment clusters are evident along major corridors such as Washington Avenue and South Taylor Drive in the City of Sheboygan, corresponding to the city's industrial and commercial hubs. Additional clustering can be seen in the city center of Sheboygan, showing a thriving economy in the city's core. On the western edge of the city along State Highway 23, the presence of Aurora Urgent Care and HSHS St Nicholas Hospital provide thousands of jobs to healthcare workers.

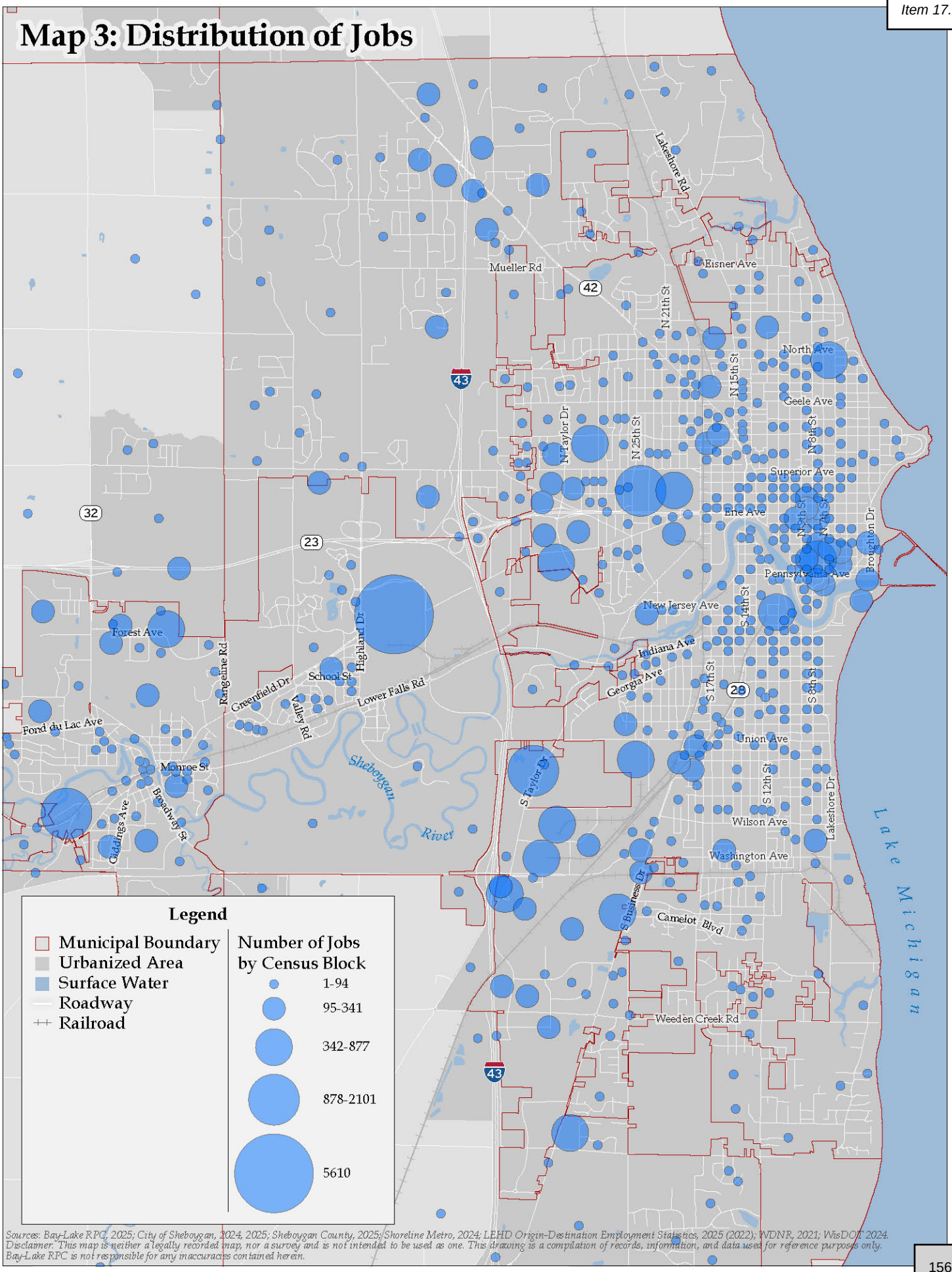
Outside the City of Sheboygan, Kohler Company holds the most prevalence. Employing over 5,000 individuals ranging from factory workers to sales coordinators. Kohler Company remains a stable anchor of employment in Shoreline Metro's service area. Transitioning west to the City of Sheboygan Falls, Bemis Company employs around 1,000 individuals between its factories, warehouses, and office spaces throughout the city. The broad distribution of jobs across Shoreline Metro's service area highlights the need to align transit services with key employment centers to ensure accessibility for the local workforce. The table of the top employers with the number of employees is shown below.

Table 6. Top Employers in Sheboygan County

Company	Description	# of Employees
Kohler Co.	Enameled iron and metal sanitary ware manufacturing	5,000+
Bemis Mfg. CO.	Plastics product manufacturing	1,000+
Aurora Medical Group	Physician offices	1,000+
Nemak	Aluminum die-casting foundries	1,000+
Sargento Foods, Inc	Cheese manufacturing	1,000+
ACUITY	Direct property and casualty insurers	1000+
Johnsonville Sausage	Meat processing	500-999
Rockline Industries	Converted paper product manufacturing	500-999
Piggly Wiggly	Managing offices	500-999
HSHS St. Nicholas	General medical and surgical hospital	500-999
Masters Gallery Foods	Dairy-product merchant wholesalers	500-999
The Vollrath Co	Kitchen utensils, pot and pan manufacturing	500-999
American Orthodontics	Dental equipment and supplies manufacturing	500-999
Old WI Sausage	Meat markets	250-499
Pine Haven Christian	Senior living	250-499
Nemschoff Chairs	Institutional furniture manufacturing	250-499

Source: Sheboygan County Economic Development Corporation, 2025; Bay-Lake Regional Planning Commission, 2025

Map 3: Distribution of Jobs



Sources: Bay-Lake RPC, 2025; City of Sheboygan, 2024, 2025; Sheboygan County, 2025; Shoreline Metro, 2024; LEHD Origin-Destination Employment Statistics, 2025 (2022); WDNR, 2021; WisDOT 2024.
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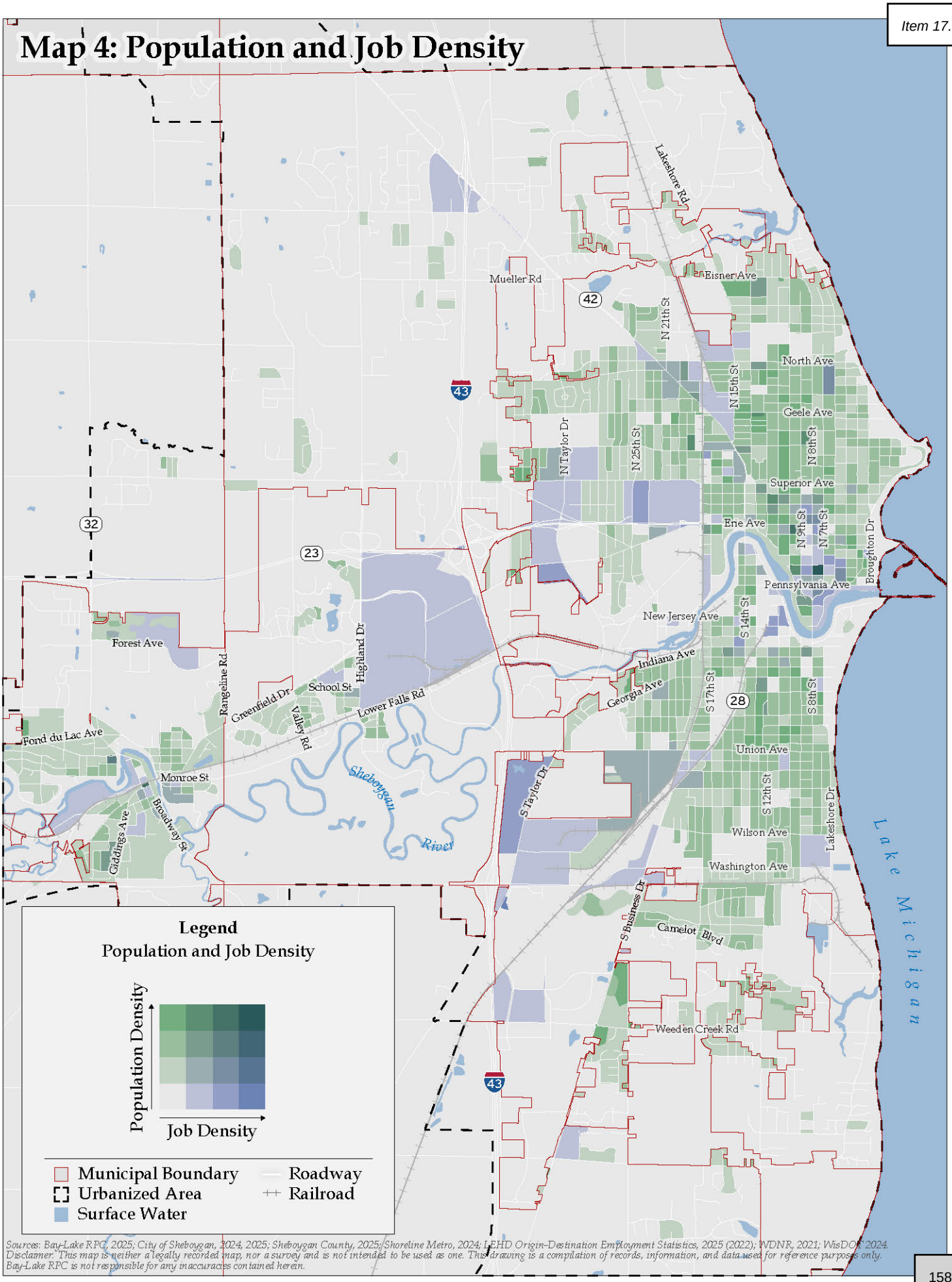
Combined Population and Job Density

Map 4 displays the combined population and employment density projected on the same map to represent a singular measure of activity. The darkest green areas represent the most activity in them. This includes areas downtown in the City of Sheboygan, north towards North Avenue. Other areas such as Kohler with its high amounts of industry show higher job density. In terms of coverage, Shoreline Metro covers most of the high-density areas highlighted in the map.

Map 4: Population and Job Density



Sources: Bay-Lake RPC, 2025; City of Sheboygan, 2024, 2025; Sheboygan County, 2025; Shoreline Metro, 2024; LEHD Origin-Destination Employment Statistics, 2025 (2022); WDNR, 2021; WisDOT 2024.
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Transit Dependent Populations and Households

Throughout the United States, transit system ridership is drawn in large part by the "transit dependent" population, which includes young adults, the elderly (65 years of age and older), households with an income at or less than 80% of the county median household income, the mobility impaired, members of households with zero available vehicles, and single parent households.

The following pages include several maps displaying spatial distribution of the following groups throughout the communities covered by the Sheboygan Transit area.

Population Between the Ages of 15-19

Populations between the ages of 15 and 19 (Map 5) are relatively evenly distributed throughout Shoreline Metro's service area. The highest concentrations are found within the City of Sheboygan, specifically between Union Avenue and the Sheboygan River, and between Superior Avenue and Eisner Avenue near the Town of Sheboygan boundary. Both areas are well served by fixed-route transit.

Outside the City of Sheboygan, the entire Village of Kohler exhibits higher concentrations of 15–19-year-olds. In the City of Sheboygan Falls, this age group is notably concentrated south of Fond du Lac Avenue. All these areas are adequately served by fixed-route transit.

The Town of Sheboygan, although outside Shoreline Metro's service area, contains a significant number of 15–19-year-olds but is not served by fixed-route transit.

Population Between the Ages of 20-24

Populations aged 20 to 24 (Map 6) are concentrated primarily in the City of Sheboygan. This population group contains young adults who are either in college or starting their careers and may rely on public transportation for their commutes. Furthermore, this age group may face financial barriers to owning and maintaining a vehicle, making them a key age bracket for public transportation. Several census tracts report over 7.4% of their population within this age group. The most prominent cluster lies in the southern half of the city, between Interstate 43 and South Business Drive. Other notable areas include the region between Superior Avenue and Pennsylvania Avenue. These areas are properly served by fixed-route transit, with census tracts not served by transit having the lowest amounts of 20-24-year-olds.

Elderly Population (Ages 65 and Over)

Since 2010, the elderly population (65 and older) within Shoreline Metro's service area has grown, increasing from 14.7% to 16.8% by 2020. As physical and cognitive abilities decline, elderly individuals may rely on public transit to reach medical appointments and carry out daily activities. Unlike younger age groups, residents aged 65 and older (Map 7) are more likely to reside outside Sheboygan's city

center. Within the City of Sheboygan, higher concentrations of older adults are found south of Weeden Creek Road and between Erie Avenue and the Sheboygan River. Both areas are served by fixed-route transit.

Notable populations of older adults also reside in the Village of Kohler and the City of Sheboygan Falls. In Sheboygan Falls, higher concentrations occur north of Fond du Lac Avenue and south of Monroe Street, areas that are also served by fixed-route transit.

The highest concentrations of residents 65 and older are located between Interstate 43 and North Taylor Drive, spanning both the City and Town of Sheboygan. While those in the city are served by fixed-route transit, residents in the Town may be beyond convenient walking distance to transit service.

Mobility Impaired Population

Individuals experiencing mobility impairments are dispersed throughout Shoreline Metro's service area (Map 8). A large area from Interstate 43 eastward to North 9th Street contains over 7% of residents with mobility challenges. This corridor includes many of the area's healthcare providers and is well served by fixed-route transit.

Low Income Populations (Households with 80 Percent or Less of County Median Household Income (MHI))

Households earning 80% or less of the county median household income (MHI) are considered "low-to-moderate income," based on the 2019–2023 American Community Survey. For Sheboygan County, the MHI during that period was $72,902, making the low-to-moderate income threshold $58,322.

Nearly all census tracts with notable concentrations of households earning 80% or less of the area's MHI are located in the City of Sheboygan (Map 9). The city center, particularly the area from the railroad to Lake Michigan's shoreline, contains nearly half of all such households. Fortunately, this area is well served by fixed-route transit.

Outside of Sheboygan, the only notable concentration is located in the City of Sheboygan Falls, particularly south of Fond du Lac Avenue. This area also has access to fixed-route transit.

Zero Vehicle Households

Households without vehicle access are fairly evenly distributed across Shoreline Metro's service area, with two prominent clusters (Map 10). The first cluster lies in downtown Sheboygan, from the Sheboygan River north to Superior Avenue, where more than 10% of households lack vehicle access.

The second is in the City of Sheboygan Falls, where over 4% of households fall into this category. Both areas are served by fixed-route transit.

Single Parent Households

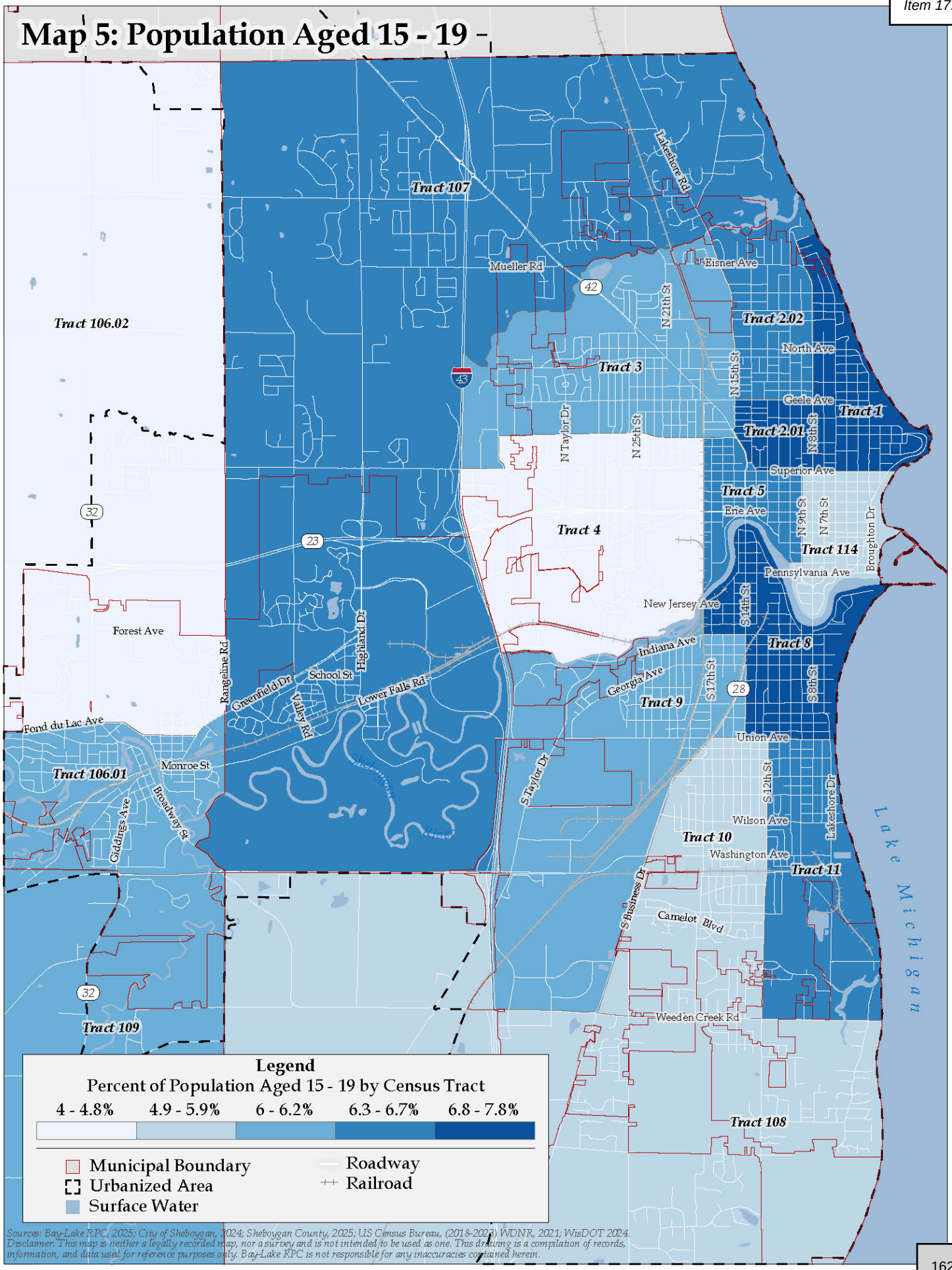
Children in single parent households may rely on public transportation to get to and from school, sports, or other activities while their parent is working. Single-parent households are primarily concentrated in the Cities of Sheboygan and Sheboygan Falls (Map 11), both of which are adequately served by fixed-route transit. In the City of Sheboygan, the highest density occurs between the Sheboygan River and Union Avenue, where over 10% of households are headed by a single parent.

Population Commuting by Bus

The population commuting by bus is defined as workers age 16 and older who reported taking a bus or trolley to work in the 2019– 2023 American Community Survey, adjusted for the working population age 16 and older. The highest concentration of residents commuting by bus is located in the city center of Sheboygan (Map 12). This area benefits from proximity to the Downtown Transit Center, providing direct access to all Shoreline Metro routes.

Outside of Sheboygan, the Village of Kohler is the only other municipality with a recorded population commuting by bus. This is likely due to workers commuting to the Kohler Company.

Map 5: Population Aged 15 - 19 -



Sources: Bay-Lake RPC, 2025; City of Sheboygan, 2024; Sheboygan County, 2025; US Census Bureau, (2018-2023) WDNR, 2021; WisDOT 2024.
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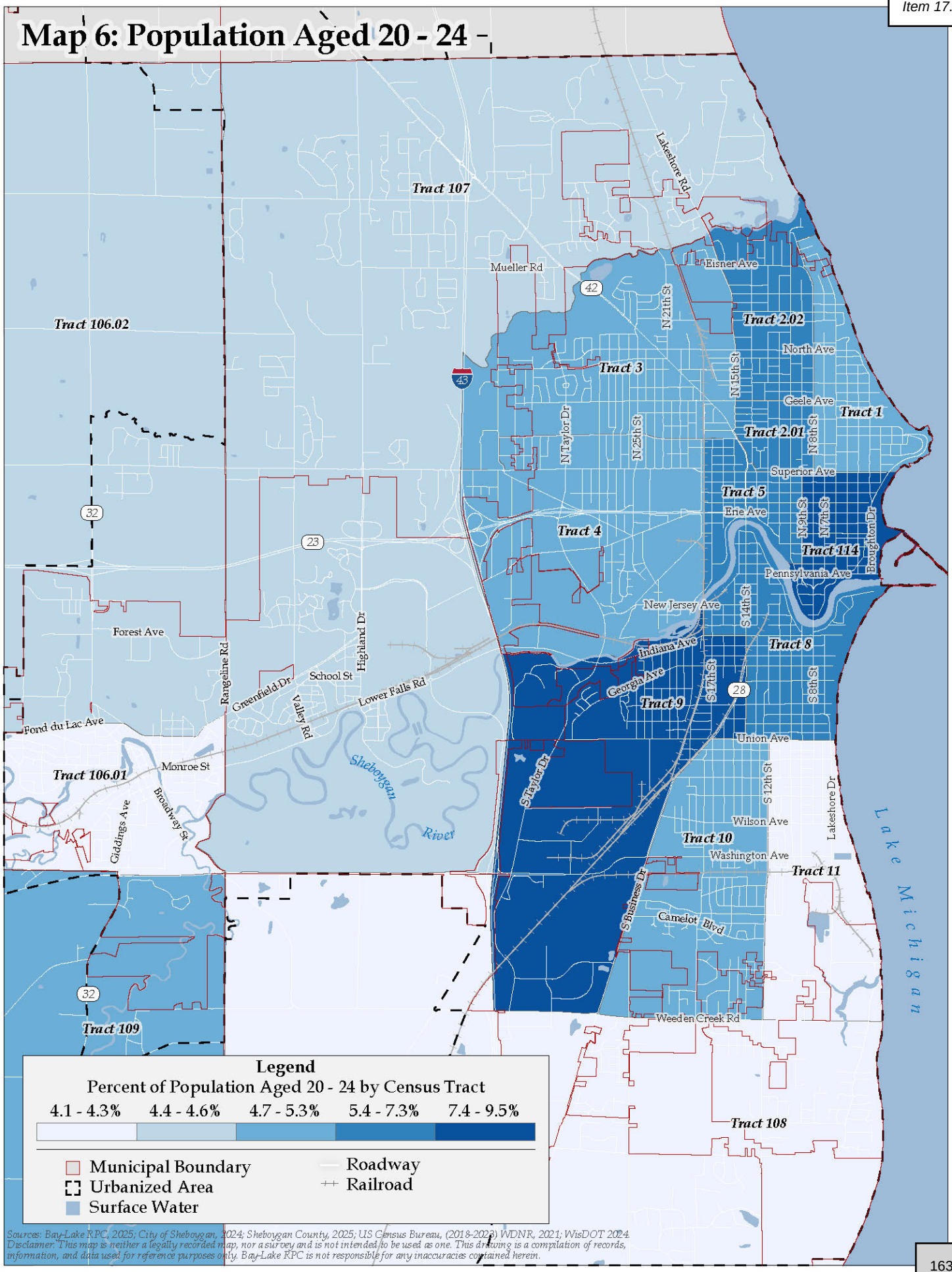
Map 6: Population Aged 20 - 24



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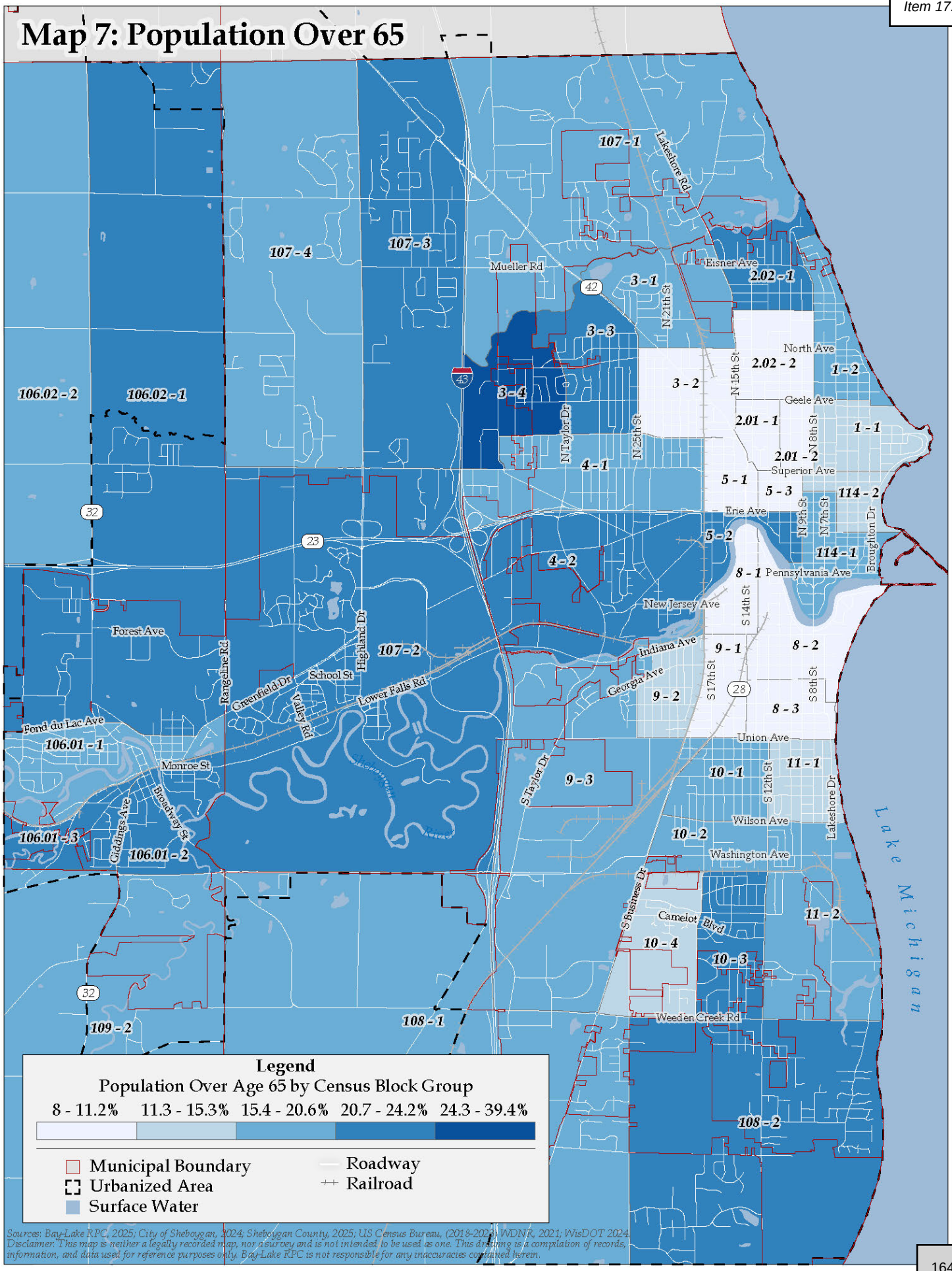
Map 7: Population Over 65



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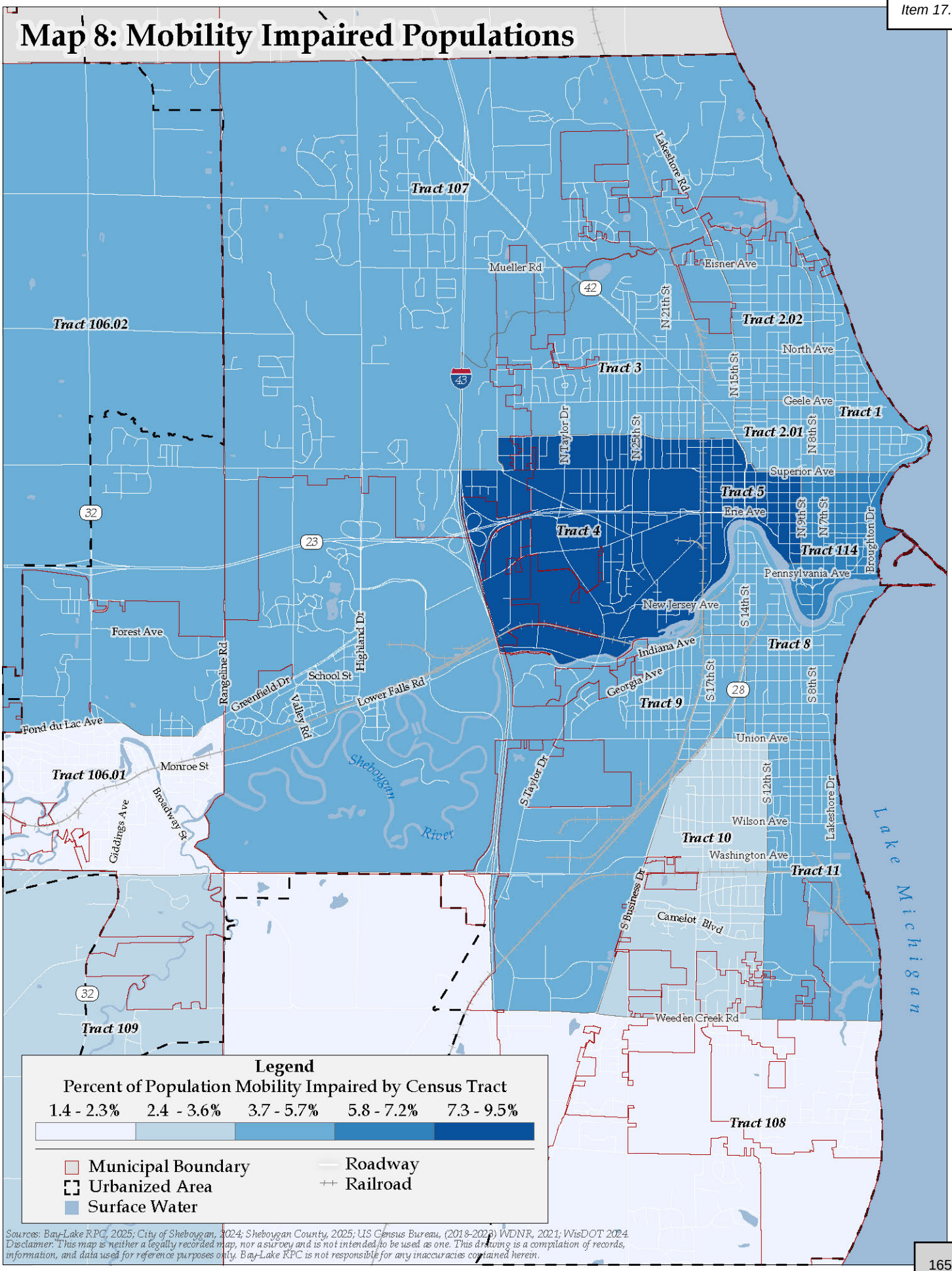
Map 8: Mobility Impaired Populations



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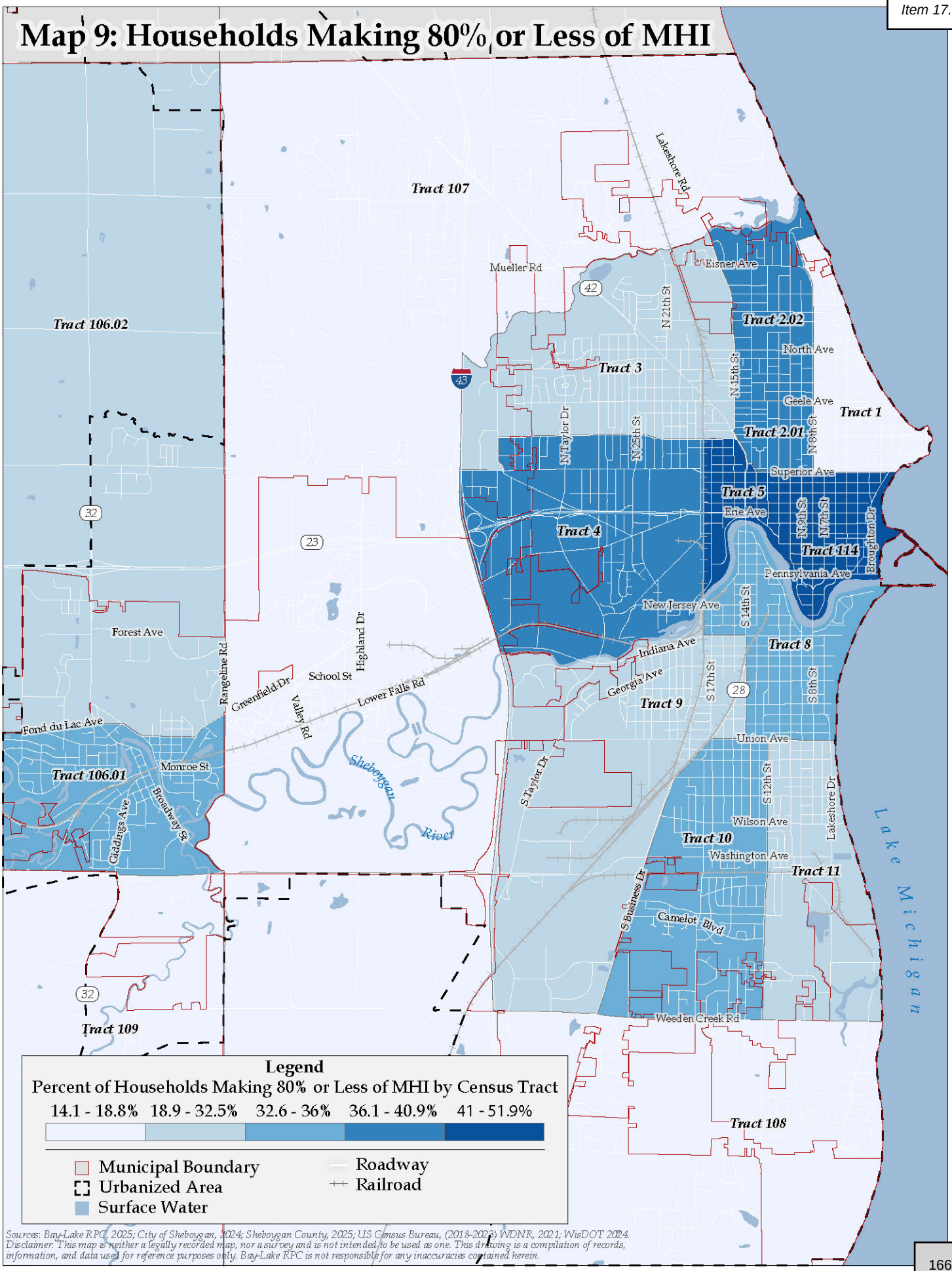
Map 9: Households Making 80% or Less of MHI



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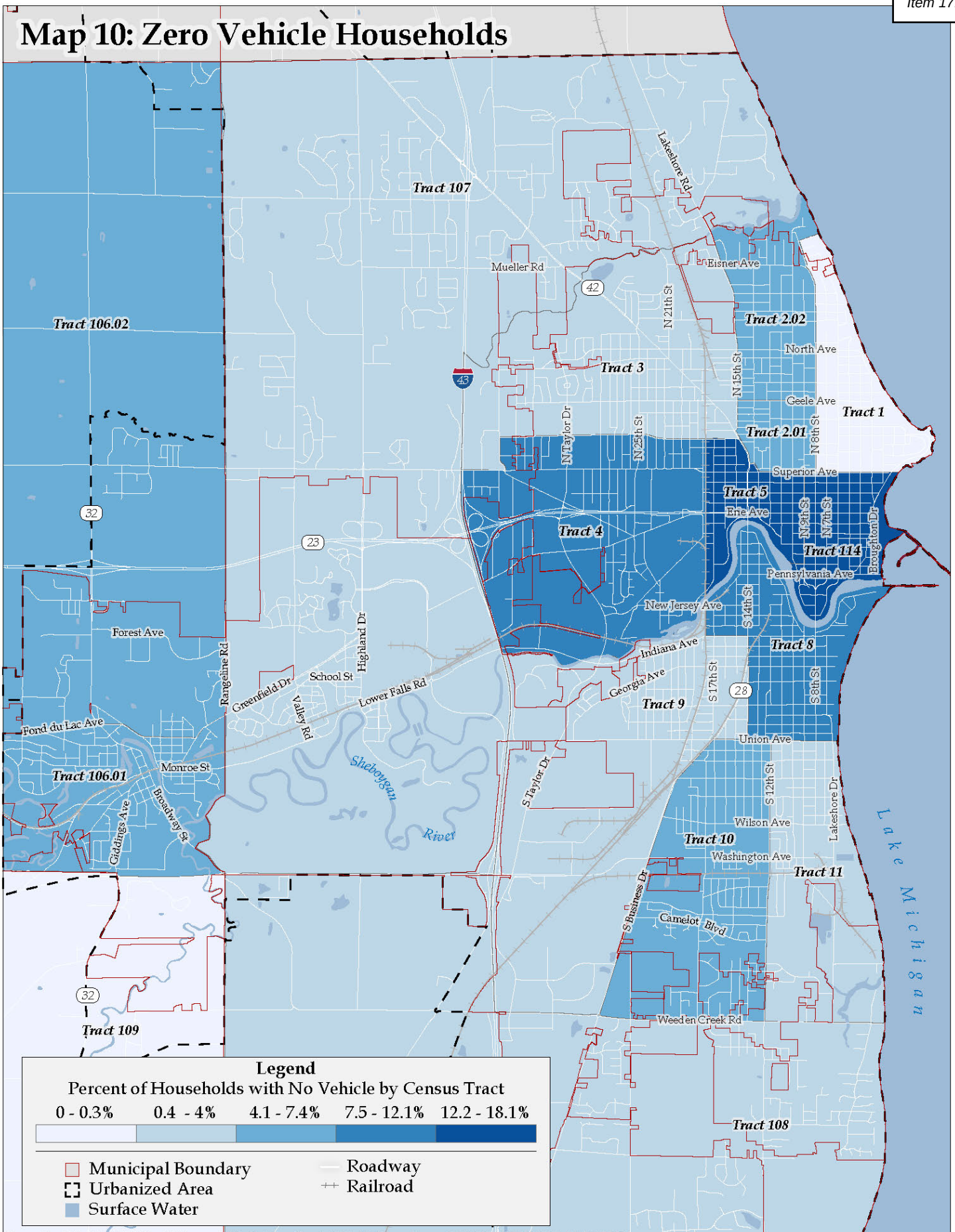
Map 10: Zero Vehicle Households



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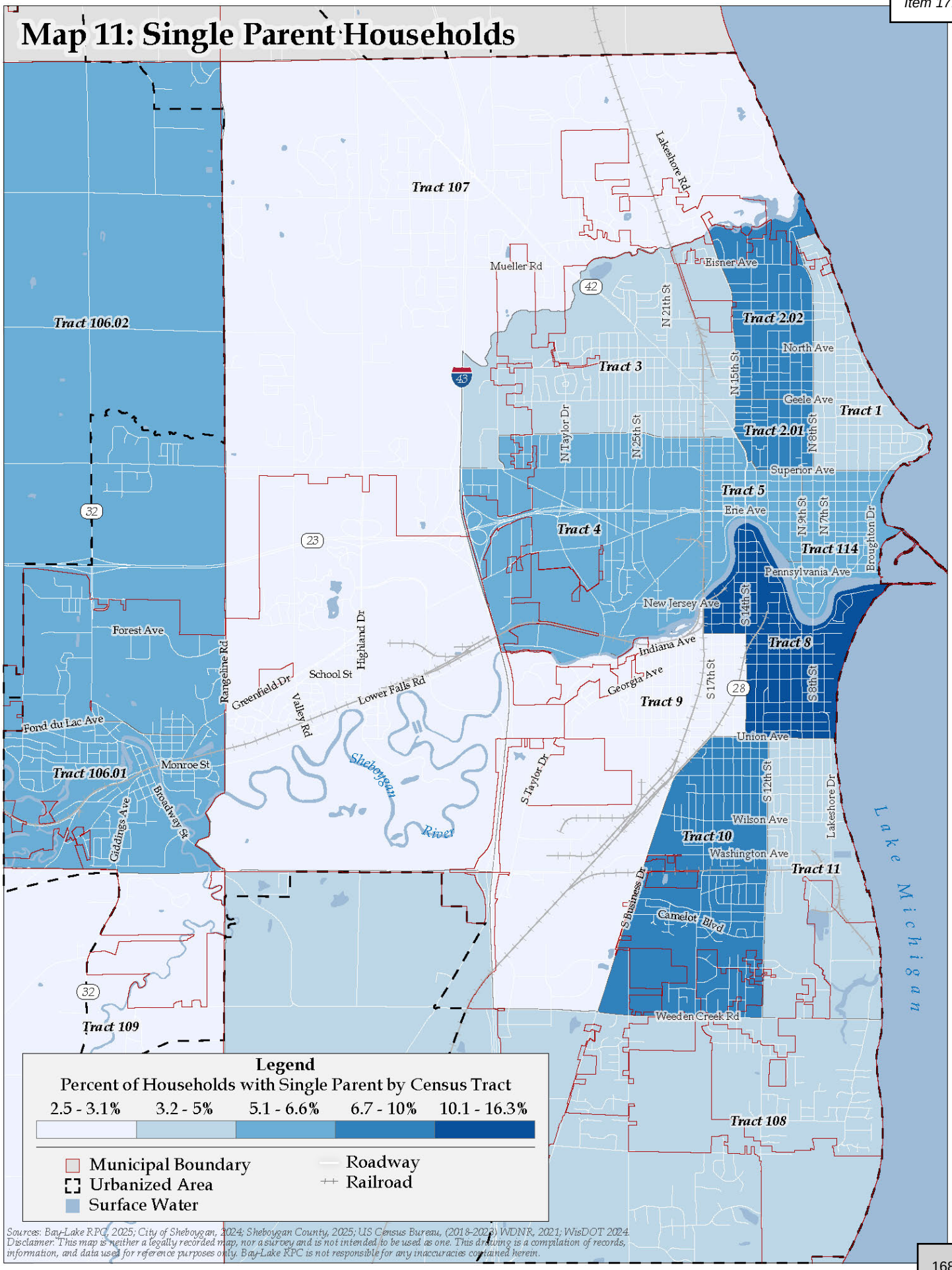
Map 11: Single Parent Households



Sources: Bay-Lake RPC, 2025; City of Sheboygan, 2024; Sheboygan County, 2025; US Census Bureau, (2018-2023) WDNR, 2021; WisDOT 2024.
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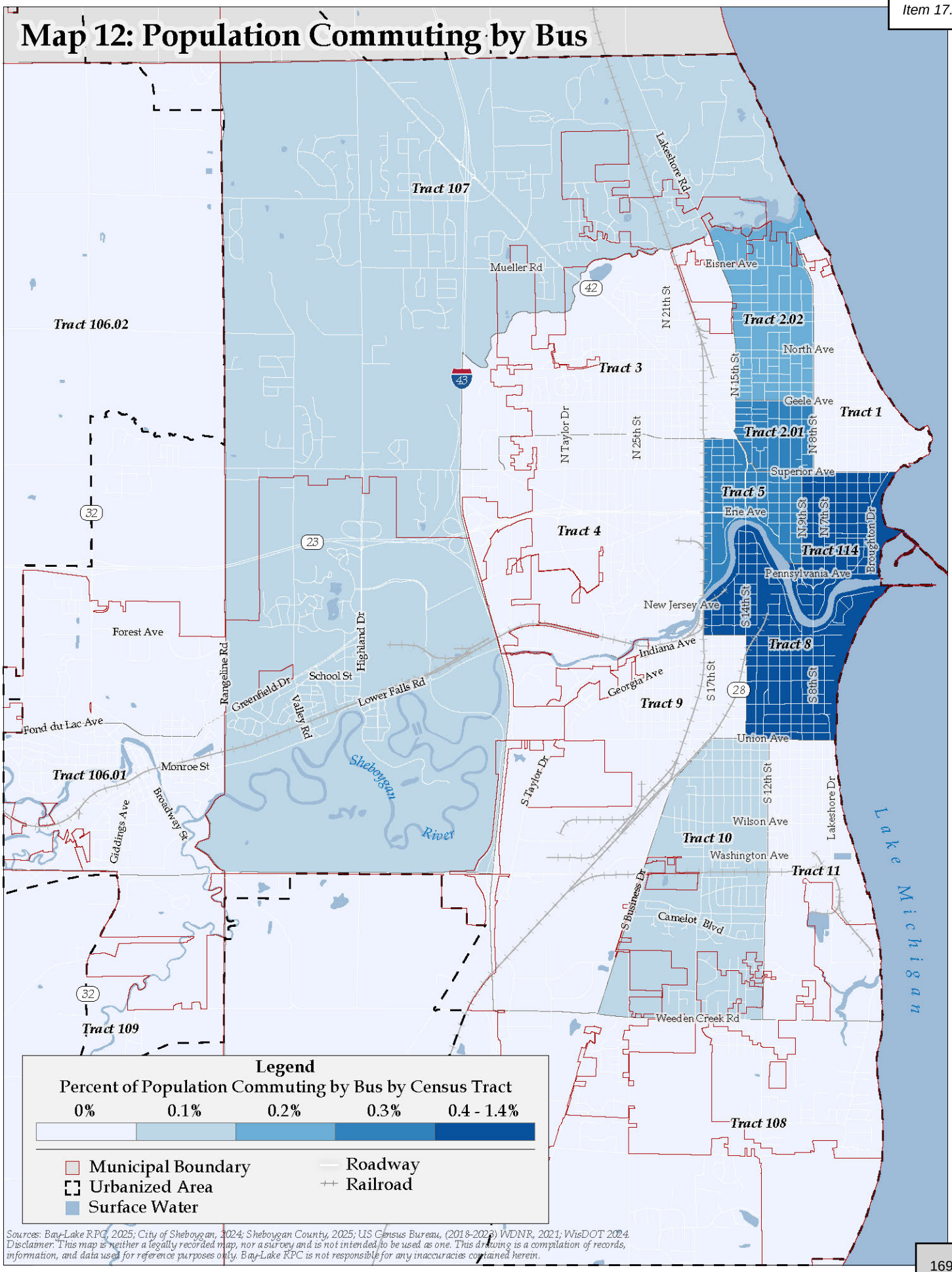
Map 12: Population Commuting by Bus



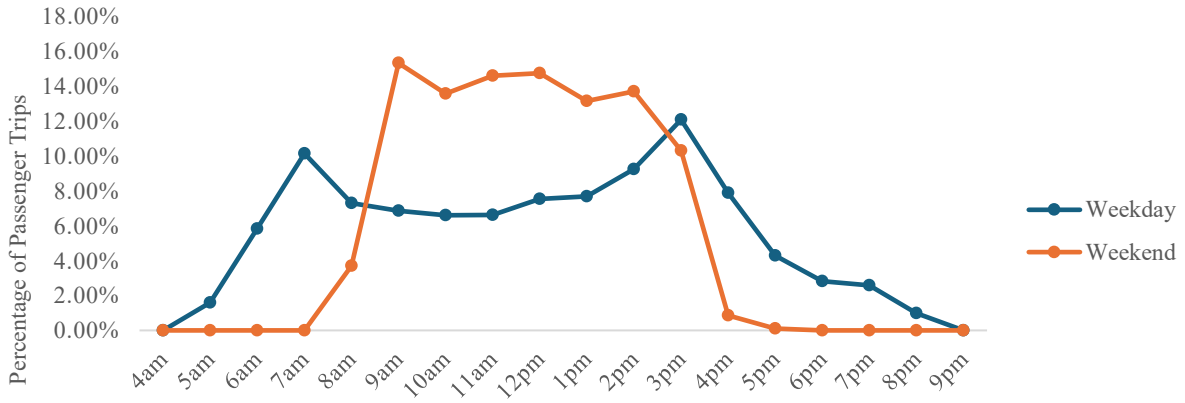
Sources: Bay-Lake RPC, 2025; City of Sheboygan, 2024; Sheboygan County, 2025; US Census Bureau, (2018-2023) WDNR, 2021; WisDOT 2024
Disclaimer: This map is neither a legally recorded map, nor a survey and is not intended to be used as one. This drawing is a compilation of records, information, and data used for reference purposes only. Bay-Lake RPC is not responsible for any inaccuracies contained herein.

System-Wide Review

Ridership by Time of Day

Weekday ridership of Shoreline Metro is greatest on weekdays between 7:00 a.m. and 3:00 p.m. Nearly 50% of weekday ridership occurs during this timeframe. This is likely due to student ridership for the SASD, along with morning and evening commutes to and from work. On weekends, ridership is heavily concentrated between 9:00 a.m. and 3:00 p.m., with sharp decreases before and after.

Figure 7. Percent of Fixed Route Ridership by Time of Day by Service Day, 2024



Source: Shoreline Metro, 2024; Bay-Lake Regional Planning Commission, 2025

Ridership by Bus Stop

A detailed examination of ridership by bus stop offers valuable insight into community transit usage patterns. These findings support data-driven decisions regarding the allocation of limited resources and the strategic placement of routes and stops.

The following maps display the average daily passenger stops by bus stops for weekdays and Saturdays, respectively. The ridership shown in these maps are depicted based on the bus stop where passengers boarded the bus; these instances are known as “boardings.”

Average Daily Boardings by Bus Stop

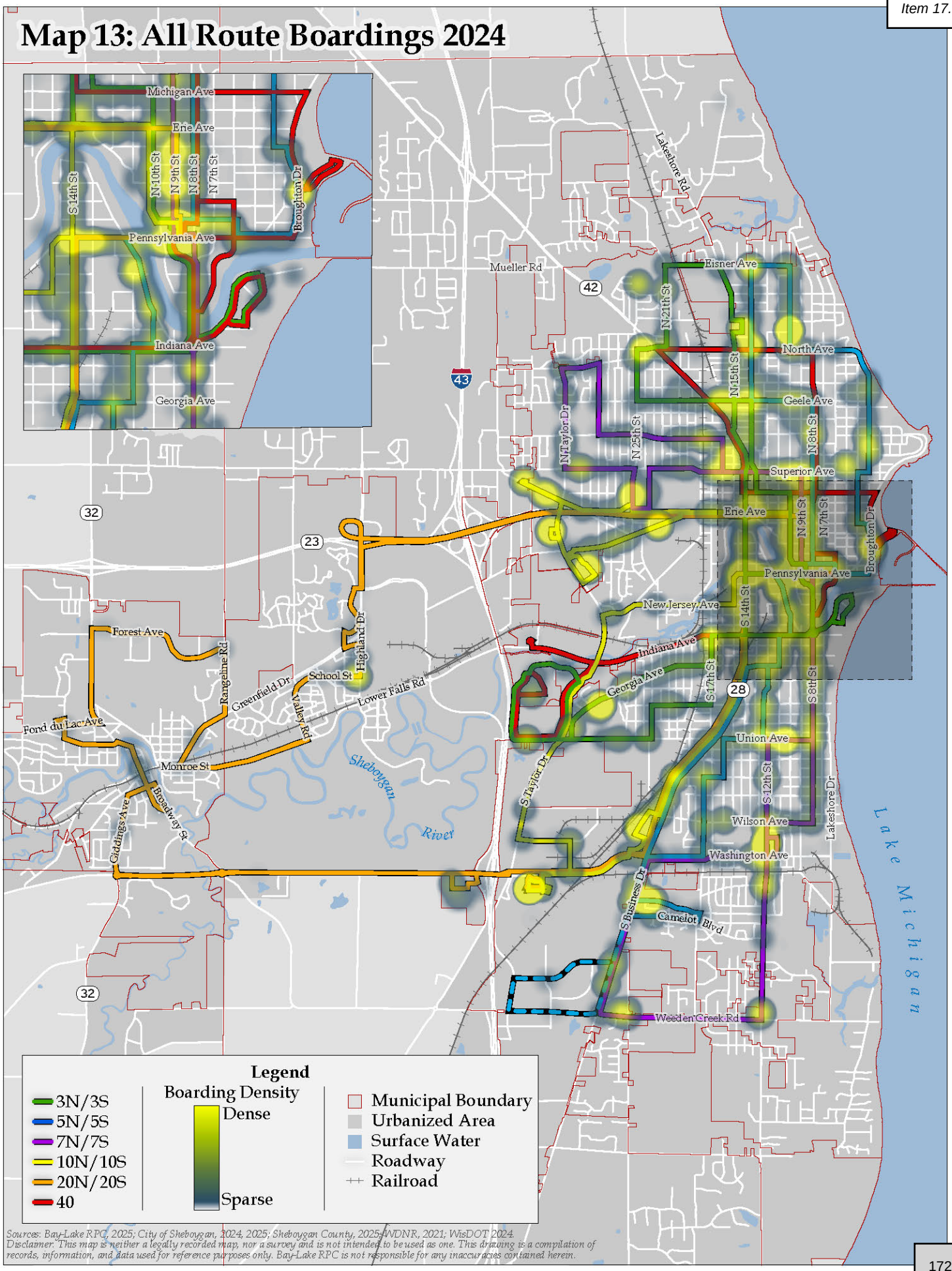
The highest boarding densities occur primarily in and around the City of Sheboygan's urban core. This area is supported by multiple routes operating along Pennsylvania Avenue, as well as North 10th, 9th, and 8th Streets. The presence of the transfer center, combined with numerous small businesses and local establishments, makes this area a primary hub for transit activity. These strong demand patterns highlight the importance of maintaining reliable, high-capacity transit service within the city center.

Additional areas of high boarding density align with major employment centers, health care facilities, educational institutions, and retail destinations. These areas are primarily served by Route 3 (Piggly Wiggly, Walgreens Pharmacy, Horace Mann Middle School), Route 5 (North High School, YMCA, Rockline Industries, Indian Meadows Mobile Home Park), Route 7 (South High School, Hmong Cultural Services Center, Mead Public Library, St. Nicholas Hospital), and Route 10 (Memorial Plaza, Aurora Sheboygan Clinic, Sheboygan County Job Center, South Walmart, and Goodwill). The concentration of key destinations along these routes contributes to consistent ridership demand throughout the day.

Areas outside the City of Sheboygan along Route 20 generally experience lower boarding densities, apart from Kohler Co. and the City of Sheboygan Falls' downtown area near the YMCA and Memorial Library. These segments may be more suitable for coverage-focused service, targeted improvements, or service restructuring rather than frequency expansion.

Overall, the map identifies a clear ridership core where transit investments are likely to yield the greatest return, while also highlighting peripheral areas where service design should balance access, efficiency, and resource allocation. These findings can help guide future decisions related to service frequency, route alignment, capital improvements, and long-term transit network development.

Map 13: All Route Boardings 2024



Sources: Bay-Lake RPC, 2025; City of Sheboygan, 2024, 2025; Sheboygan County, 2025; WDNR, 2021; WisDOT 2024.
Disclaimer: This map is neither a legally recorded map, nor a survey and is not intended to be used as one. This drawing is a compilation of records, information, and data used for reference purposes only. Bay-Lake RPC is not responsible for any inaccuracies contained herein.

Average Daily Alightings by Bus Stop

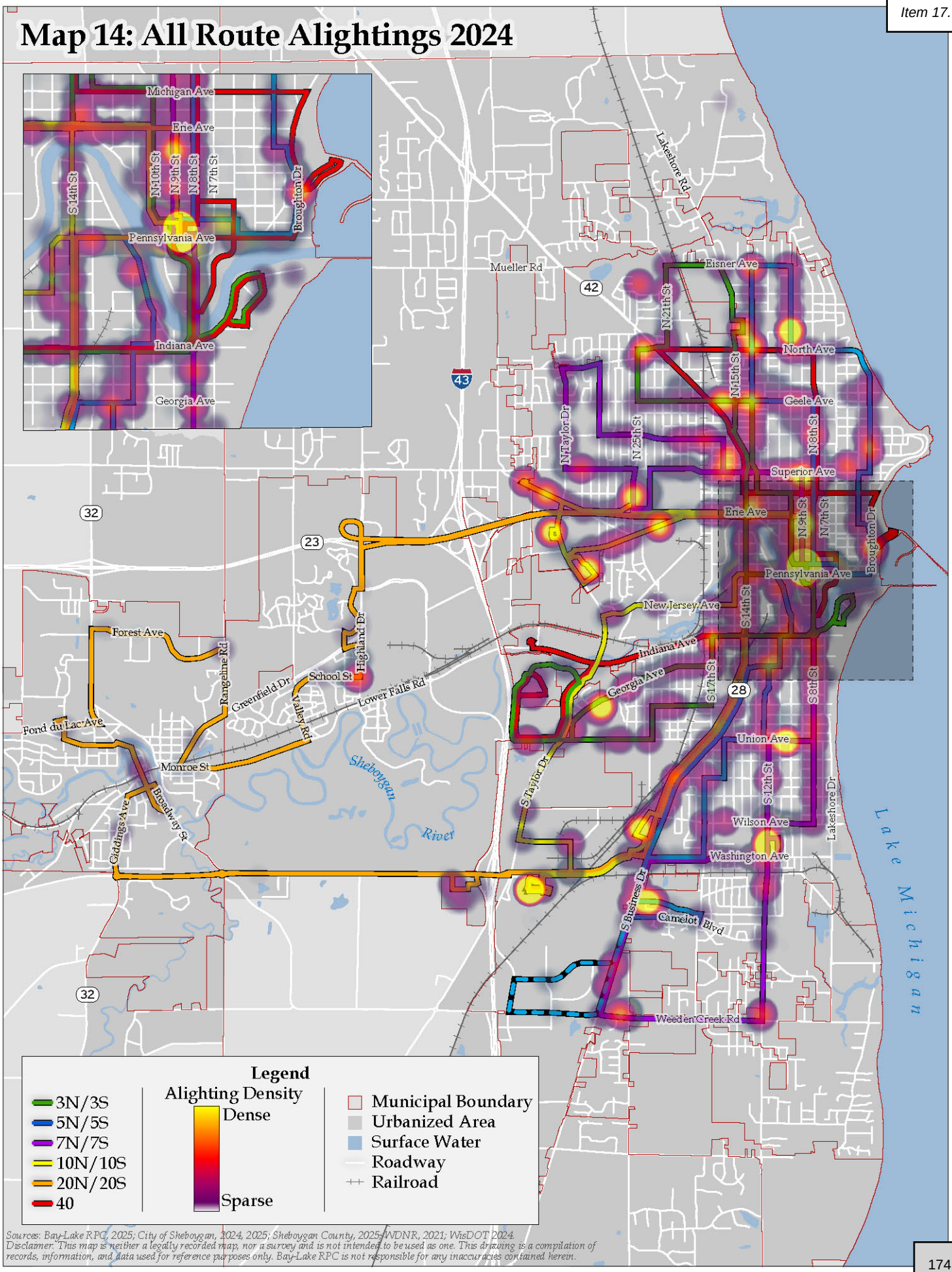
The alighting density map complements the boarding analysis by identifying key destination areas within the transit system. While alighting patterns generally align with boarding activity within the City of Sheboygan's urban core, alighting densities are more spatially concentrated, reflecting the location of major employment, medical, educational, and commercial destinations.

Compared to the more dispersed boarding patterns observed across residential areas, alighting activity is clustered along primary corridors and within the downtown area, particularly along Pennsylvania Avenue, Erie Avenue, Superior Avenue, and North Avenue. This concentration indicates that riders from multiple neighborhoods converge at a limited number of high-demand destinations.

Along Routes 3, 5, 7, and 10, alighting activity is notably concentrated near major trip generators, while boarding activity is distributed more evenly along these corridors. Outside the City of Sheboygan, alighting activity remains limited and destination-focused, with notable concentrations near Kohler Co. and the City of Sheboygan Falls' downtown area.

These patterns confirm a centralized ridership core and highlight the importance of prioritizing stop amenities, pedestrian access, and service reliability at high-alighting locations.

Map 14: All Route Alightings 2024



Sources: Bay-Lake RPC, 2025; City of Sheboygan, 2024, 2025; Sheboygan County, 2025; WDNR, 2021; WisDOT 2024.
Disclaimer: This map is neither a legally recorded map, nor a survey and is not intended to be used as one. This drawing is a compilation of records, information, and data used for reference purposes only. Bay-Lake RPC is not responsible for any inaccuracies contained herein.

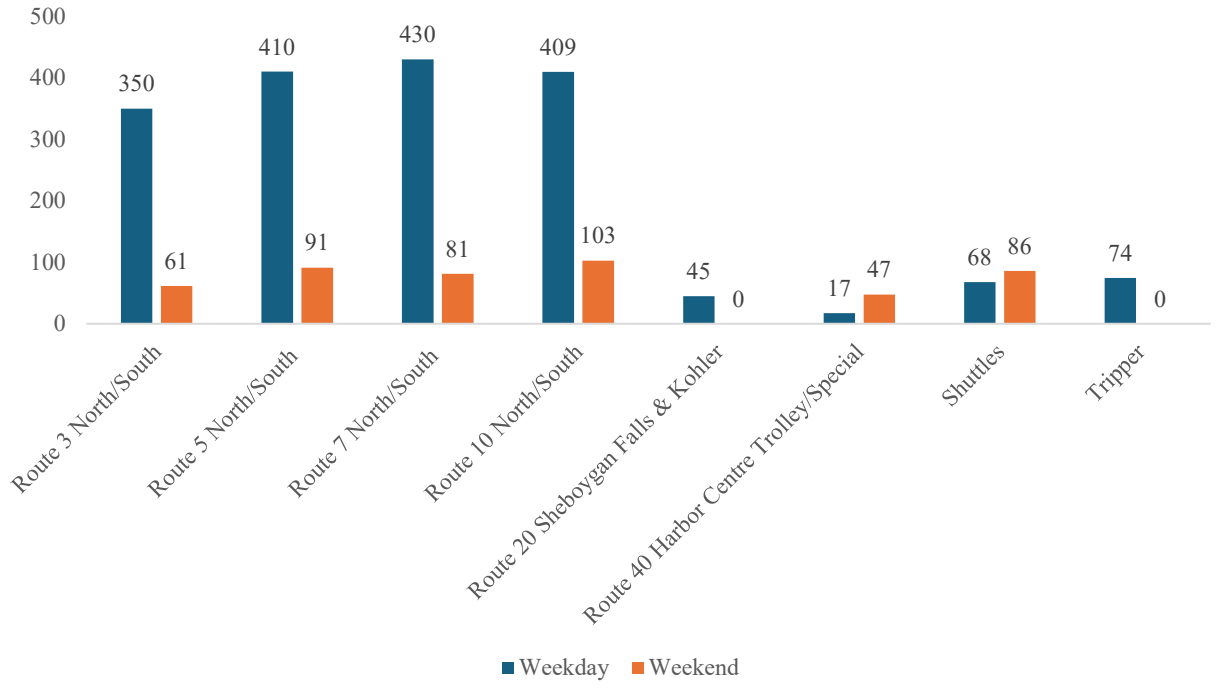
Route Review

Daily ridership across Shoreline Metro varies greatly by route. As seen in Figure 8, Routes 7, 5, and 10 have the highest average daily ridership. Route 7's ridership is primarily driven by those who access public services such as the Mead Public Library and multiple health centers including the Aurora Sheboygan Clinic and St. Nicholas Hospital.

Route 10's ridership can be attributed to the popular retail stops on the south side of Sheboygan including the Piggly Wiggly, Goodwill, and Walmart. Along with social services including the Sheboygan County Job Center.

Route 5's ridership centers mainly around service to the YMCA and Uptown Social (Senior Center). Other popular destinations along this route include the Southtown Mall and Indian Meadows Mobile Home Park.

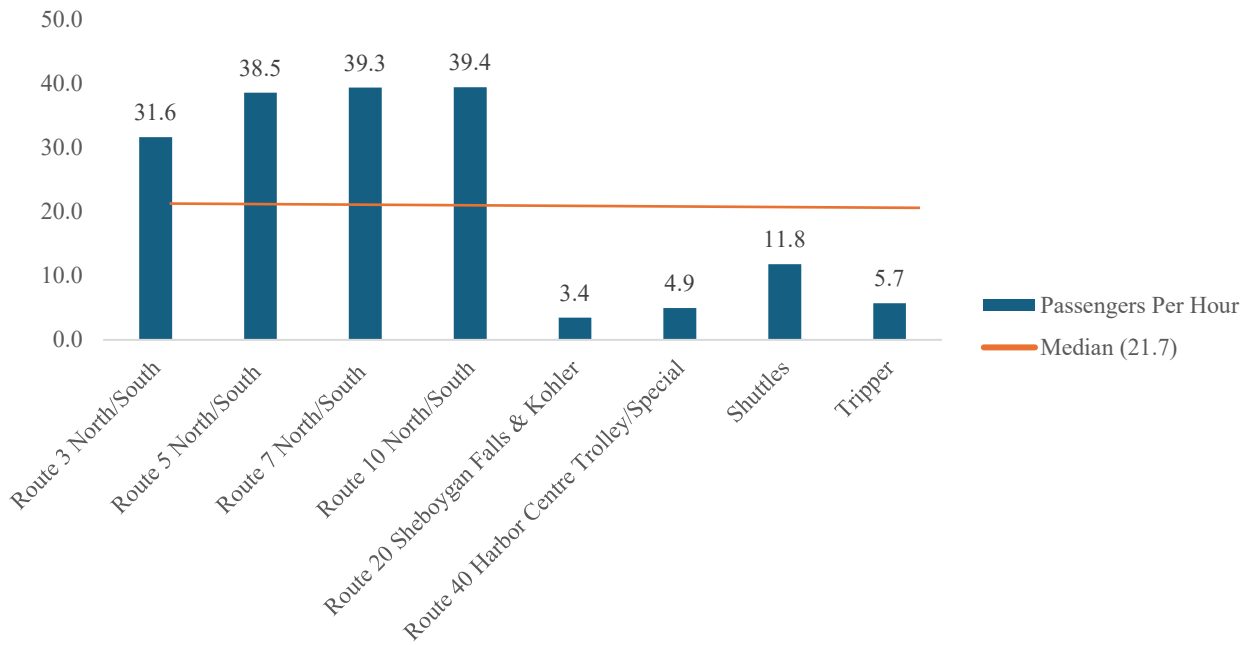
Figure 8. Average Daily Ridership by Route by Day of Week, 2024



Source: Shoreline Metro, 2024; Bay-Lake Regional Planning Commission, 2025

Unlike ridership alone, measures of productivity calculated as passenger trips per revenue hour, account for differences in service levels across routes. Routes 3, 5, 7, and 10 have the highest productivity by a significant margin. Routes 20, 40, Shuttles, and Trippers each fall below the median productivity of 21.7 passengers per revenue hour.

Figure 9. Productivity by Route, 2024



Source: Shoreline Metro, 2024; Bay-Lake Regional Planning Commission, 2025

Ridership Trends

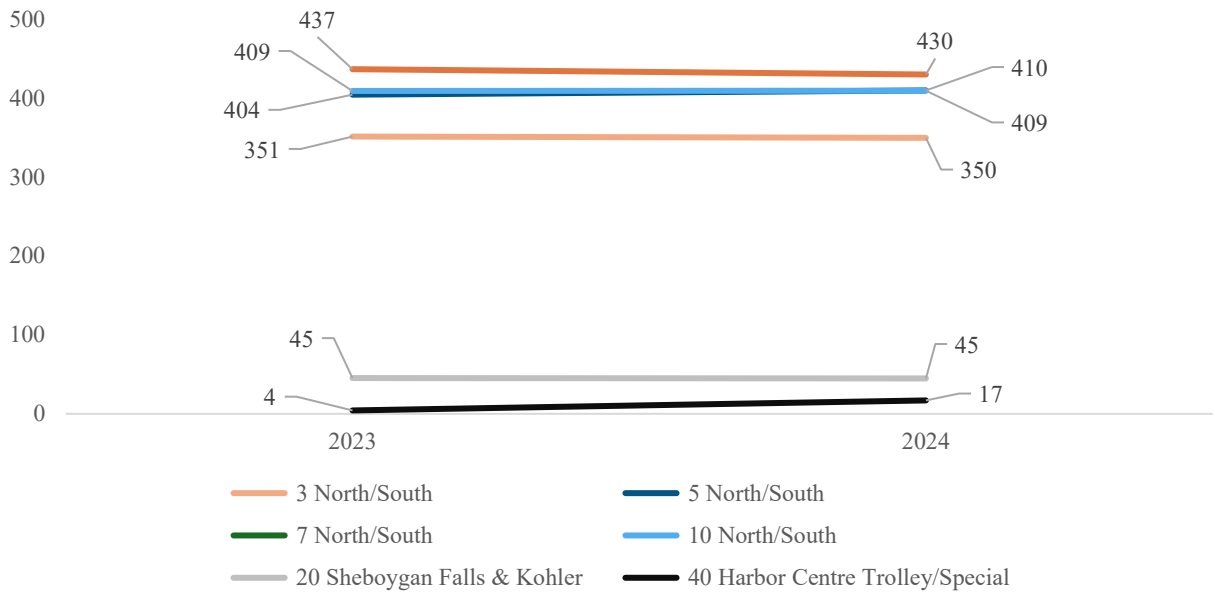
Weekday ridership across the system remained generally stable between 2023 and 2024, with modest shifts by route. The highest-ridership services, Routes 5, 7, and 10 continued to carry most weekday passengers, each averaging roughly 400 riders per day in both years. Route 7 experienced a slight decline, while Routes 5 and 10 remained essentially flat, indicating consistent demand on the system's core corridors.

Route 3 showed a small decrease in weekday ridership over the period, though overall usage remained steady relative to other primary routes. In contrast, lower-ridership services experienced minor growth. Route 20 (Sheboygan Falls & Kohler) maintained low but stable ridership, while Route 40 (Harbor Centre Trolley/Special) saw a noticeable increase, though absolute ridership levels remained comparatively small.

Saturday ridership increased across most routes between 2023 and 2024, indicating strengthening weekend demand. Route 10 continued to carry the highest Saturday ridership and experienced modest growth over the period. Routes 5 and 7 also saw increases, reinforcing their role as key weekend services serving major activity centers.

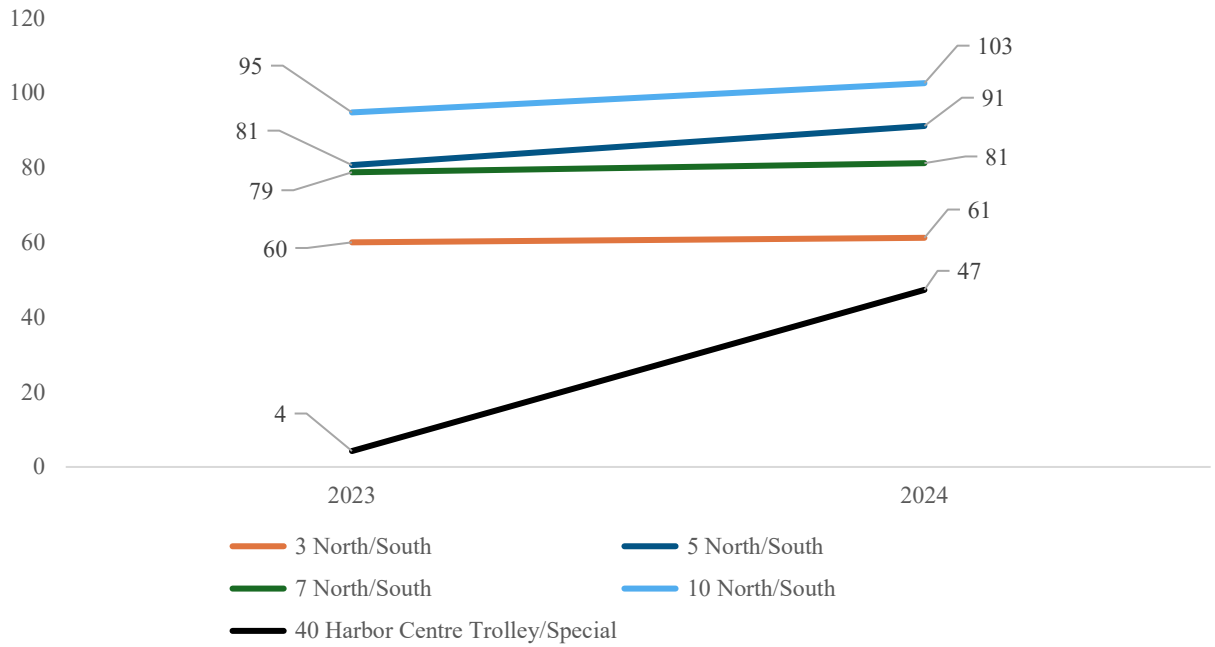
Route 3 showed relatively stable ridership with little change year over year, suggesting consistent but limited Saturday demand. The most notable change occurred on Route 40 (Harbor Centre Trolley/Special), which experienced substantial growth from a very low base, reflecting increased utilization or expanded awareness of the service.

Figure 10. Weekday Ridership by Route, 2023-2024



Source: Shoreline Metro, 2023-2024; Bay-Lake Regional Planning Commission, 2025

Figure 11. Saturday Ridership by Route, 2023-2024



Source: Shoreline Metro, 2023-2024; Bay-Lake Regional Planning Commission, 2025

Peer Performance Analysis

A useful way to measure the productivity of a transit operation is to compare it to transit operations in other cities. Although few transit operations are directly comparable, there are transit operations serving small, urbanized areas with similar densities and other demographic characteristics to the Shoreline Metro service area (Sheboygan) which are useful to analyze for comparative purposes. Five other small, urbanized transit operations were selected for use in comparison. Three of the transit operations are in Wisconsin, one in neighboring Iowa, and one in Indiana. All the transit operations are of similar size. The transit operations are in Wausau, Janesville and La Crosse, Wisconsin, Dubuque, Iowa, and Kokomo, Indiana. Data for comparison were published in the "agency profiles" section of the National Transit Database (NTD) for 2022 and 2023, published by the Federal Transit Administration (FTA).

Four measures were selected for comparison of these systems. These are cost and productivity measures which are widely accepted in the public transit industry. These measures include passengers per revenue hour; passengers per revenue mile; cost per revenue hour; and cost per passenger trip.

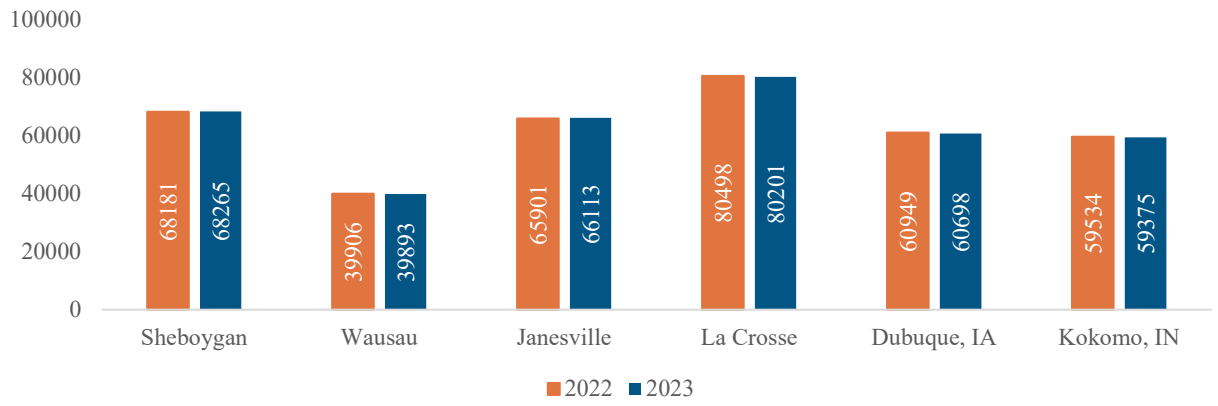
Please note that this peer system analysis only includes the fixed-route transit component at each transit operation and typically does not include paratransit services.

Population of Transit Service Area

Figure 12 displays the populations served by each transit system in 2022 and 2023. Shoreline Metro's service area consisted of 68,181 individuals in 2022. This put Shoreline Metro ahead of Janesville's and behind La Crosse's transit systems. Janesville and La Crosse served 65,901 and 80,498 individuals, respectively.

Shoreline Metro's service area increased by 84 individuals between 2022 and 2023. This made Shoreline Metro one of two transit systems in comparison to see population growth during this period, the other being Janesville. With a percentage change of 0.12%, Shoreline Metro's growth was slightly less than Janesville's, which saw a 0.32% increase. La Crosse experienced the largest decrease in population, losing 297 individuals.

Figure 12. Population Served by Transit System, 2022-2023



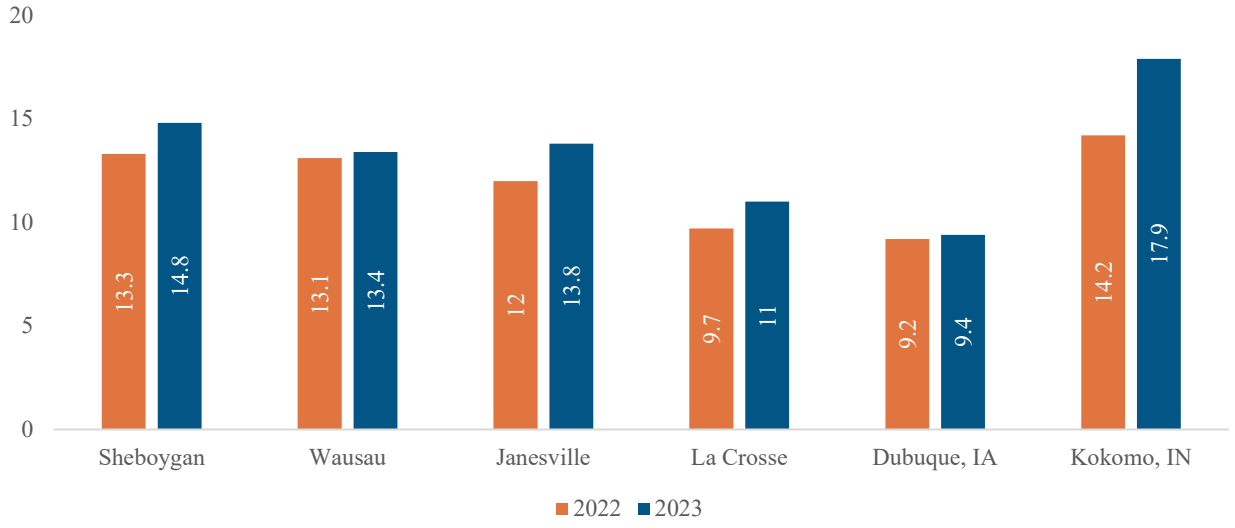
Source: National Transit Database, 2022-2023; Bay-Lake Regional Planning Commission, 2025

Passengers per Revenue Hour

Figure 13 shows productivity in terms of passengers per revenue hour. Shoreline Metro, at 13.3 passengers per revenue hour, was the second highest of the six transit systems in the comparison in 2022, only behind Kokomo. Shoreline Metro's utilization performed the highest of the four transit systems in Wisconsin.

Utilization of Shoreline Metro increased to 14.8 passengers per revenue hour in 2023, an increase of 11.28%. This increase put Shoreline Metro at the fourth highest increase of the peer systems. Kokomo (26.1%), Janesville (15%), and La Crosse (13.4%) saw higher growth in comparison, while Wausau (2.3%) and Dubuque (2.17%) experienced lower growth.

Figure 13. Passengers Per Revenue Hour, 2022-2023



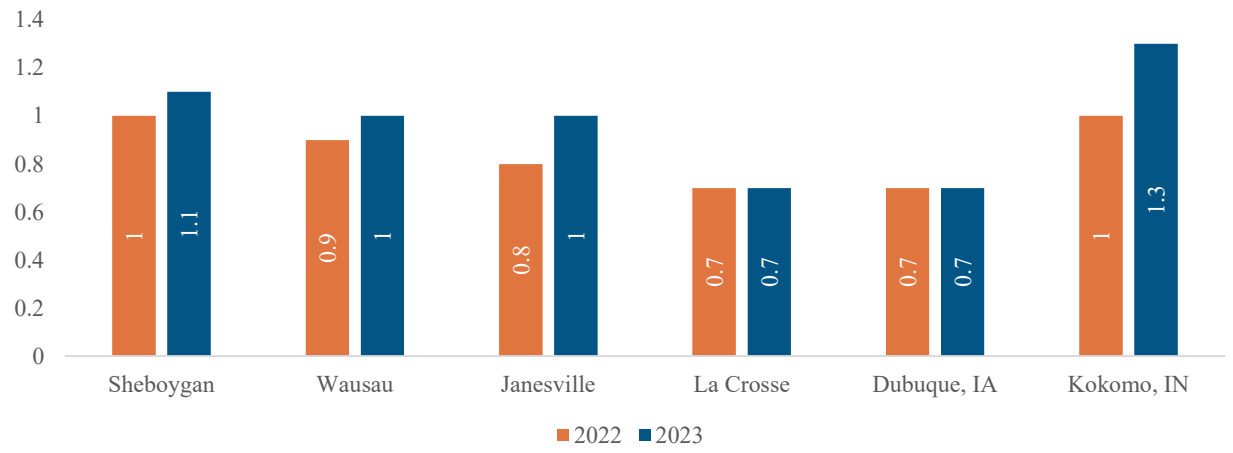
Source: National Transit Database, 2022-2023; Bay-Lake Regional Planning Commission, 2025

Passengers per Revenue Mile

The number of passengers per revenue mile is shown in Figure 14. Shoreline Metro, at one passenger per revenue mile, was tied for first with Kokomo in the comparison for 2022. Wausau followed closely behind at 0.9 passengers per revenue mile, with Janesville (0.8), La Crosse (0.7), and Dubuque (0.7) rounding out the rest of the peer systems.

In 2023, Shoreline Metro's utilization increased to 1.1, a percentage change of 10%. This increase placed Shoreline Metro at the fourth highest increase of the comparison behind Kokomo (30%), Janesville (25%), and Wausau (11.11%). La Crosse and Dubuque's transit systems did not undergo any growth during this period.

Figure 14. Passengers per Revenue Mile, 2022-2023



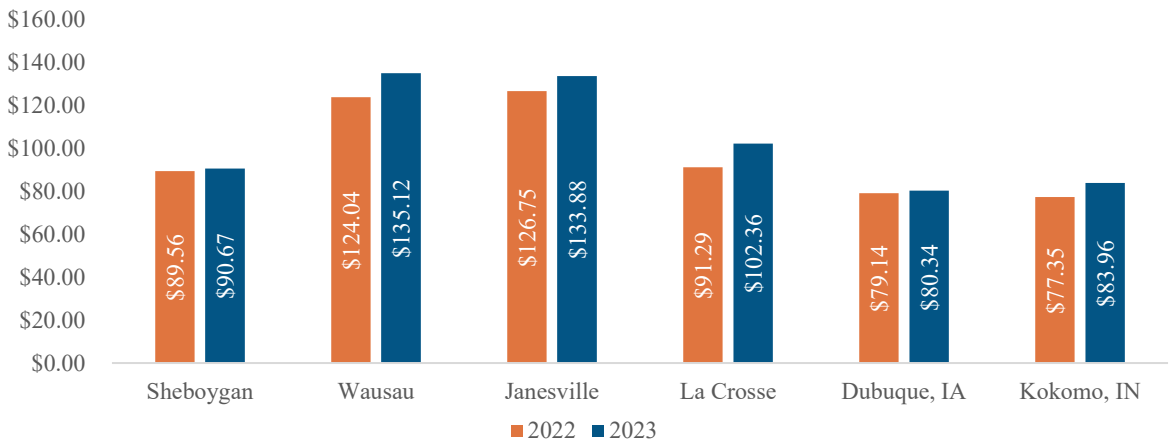
Source: National Transit Database, 2022-2023; Bay-Lake Regional Planning Commission, 2025

Cost per Revenue Hour

The cost per revenue hour reflecting vehicle operating costs is depicted for the various transit systems in Figure 15. At $89.56, Shoreline Metro recorded the third lowest cost per revenue hour in the peer analysis in 2022. However, when comparing the transit systems in Wisconsin, Shoreline Metro performed the best in this metric.

Shoreline Metro underwent a 1.24% increase in cost per revenue hour in 2023, jumping to $90.67. Fortunately, this increase was the smallest of comparison, keeping Shoreline Metro with the third lowest cost per revenue hour.

Figure 15. Cost per Revenue Hour, 2022-2023



Source: National Transit Database, 2022-2023; Bay-Lake Regional Planning Commission, 2025

Cost per Passenger Trip

The cost per passenger trip is compared in Figure 16. Shoreline metro recorded the second lowest cost per passenger trip at $6.67 in 2022, trailing only Kokomo ($5.45). Shoreline Metro's cost per passenger trip was moderately lower than the other transit systems in Wisconsin during 2022.

The cost per passenger trip for Shoreline Metro decreased to $6.13 in 2023. Five of the six transit systems also saw decreases in the cost per passenger trip during this period. Shoreline metro posted the second largest decrease at 8.1%, trailing only Kokomo's transit system which had a 13.94% decrease.

Figure 16. Cost per Passenger Trip, 2022-2023

Source: National Transit Database, 2022-2023; Bay-Lake Regional Planning Commission, 2025

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Chapter 4: Public Engagement

Public engagement is a fundamental component of the Transit Development Plan, ensuring that the planning process reflects the needs, priorities, and experiences of the communities it serves. Meaningful engagement provides opportunities for residents, transit riders, businesses, community organizations, local governments, and other stakeholders to contribute ideas, identify transportation challenges, and help shape future transit services. Public input was gathered throughout the planning process, including surveys, driver interviews, stakeholder interviews, a pop-up booth at the local farmer's market, and an open house for the draft plan. This chapter describes these efforts in detail and provides an overview of the feedback received.

Community Survey

Surbey conducted in August-October of 2025 provided input on the current conditions and generated ideas for service improvements from current riders and community members through a community survey.

The community survey was distributed to both transit riders and non-riders. The community survey was designed to encourage participation from start to end of the planning process. The survey addressed transit use, travel patterns, their satisfaction with the current service, desired transit improvements, and respondents' interest and willingness to support additional transit services in the community.

The survey was conducted in both online and paper formats. A flyer containing a QR code linking to the online survey was promoted through stakeholders' networks, Shoreline Metro's and City of Sheboygan's websites, and social media. Paper surveys were made available at Sheboygan City Hall.

Findings

A total of 51 responses were received, including two paper responses and 49 online responses. The open-ended responses can be found in Appendix B. Below is a summary of the responses to the community survey's questions.

Transit Use

A majority of respondents (65%) reported using Shoreline Metro Transit (Figure 17). Among those who use the transit system, 18% ride more than 10 times a week, 9% rides 7-10 times a week, and 30% ride 1-2 times week and 3-6 times a week, respectively (Figure 18).

Figure 17. Do You Use Public Transit?

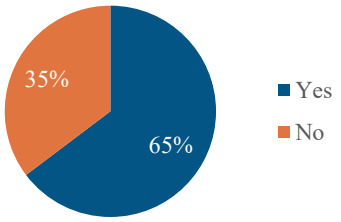
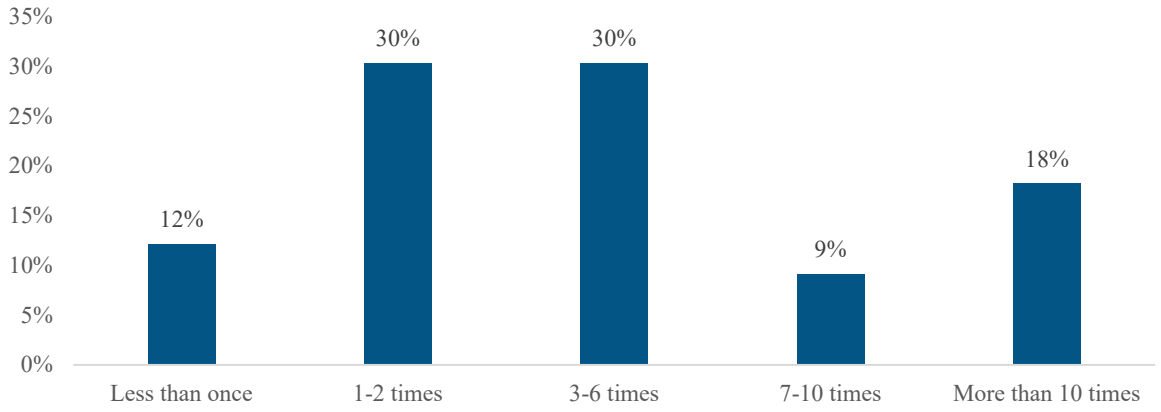
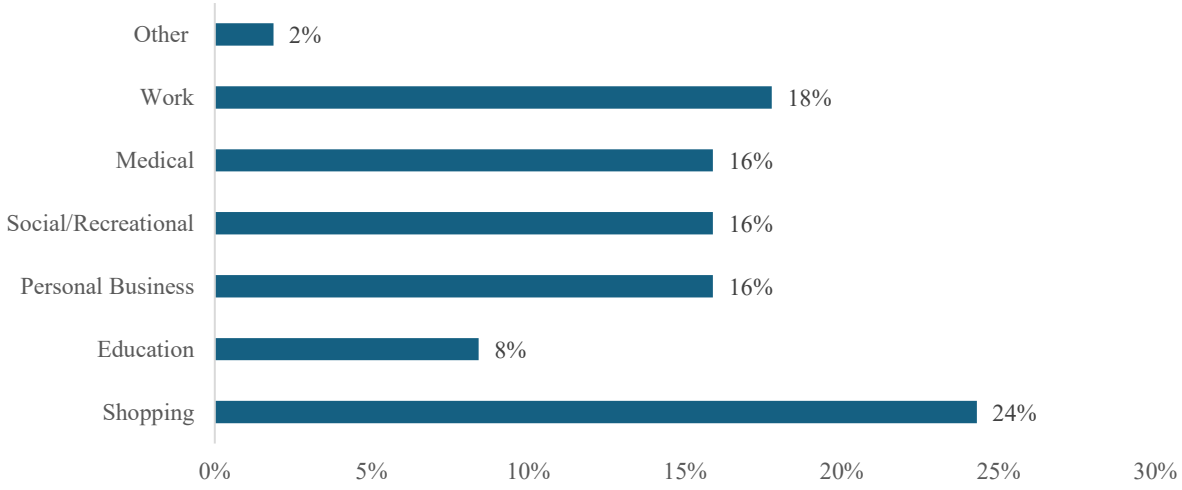


Figure 18. Transit Use per Week



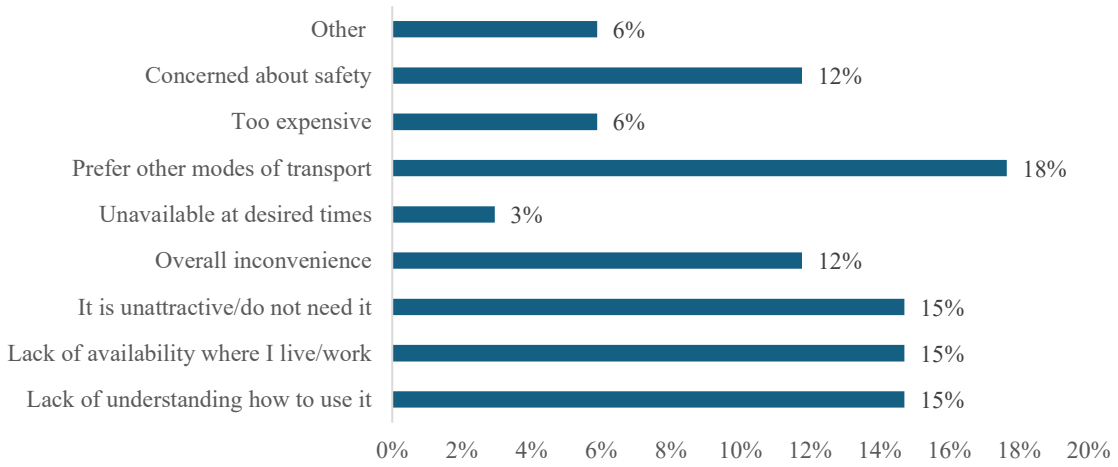
When asked their reason for riding, nearly a quarter of respondents utilize Shoreline Metro for shopping trips. Work trips follow at 18%, while medical, social/recreational, and personal business trips each account for 16% of responses. Education purposes make up 8% and only 2% of respondents selected other reasons. The overall data suggests most transit use is for essential and routine activities, with shopping and work being the primary purposes of the trip.

Figure 19. Reason for Using Transit



For those who do not ride Shoreline Metro (Figure 20), 18% stated they prefer other modes of transportation, while lack of availability, lack of understanding, and not needing it each account for 15% of responses. Overall inconvenience and concerns about safety each account for 12% of responses, and those citing the service being too expensive account for 6% of responses. These responses suggest that those who choose not to ride Shoreline Metro do so because they are likely to have access to a personal vehicle.

Figure 20. Reason for Not Using Transit



Transit and the Community

Respondents were asked whether they agreed or disagreed with statements about the value of public transit to the community. As shown in Figure 21, there is strong community support for public transportation in the Sheboygan area. A large majority of respondents either agree or strongly agree that public transportation contributes positively to the quality of life and the economic health and sustainability of the community. Similarly, most respondents also strongly agree that it is important for the community to provide public transportation. Very few participants expressed disagreement or had no opinion. Overall, the results demonstrate that public transit is viewed as a valuable community asset, both socially and economically.

Figure 21. Community Value of Transit

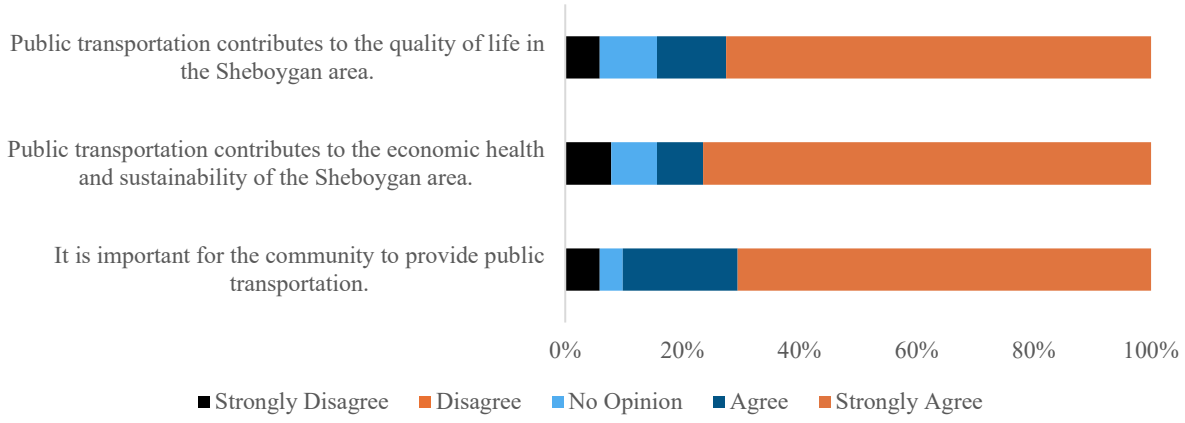
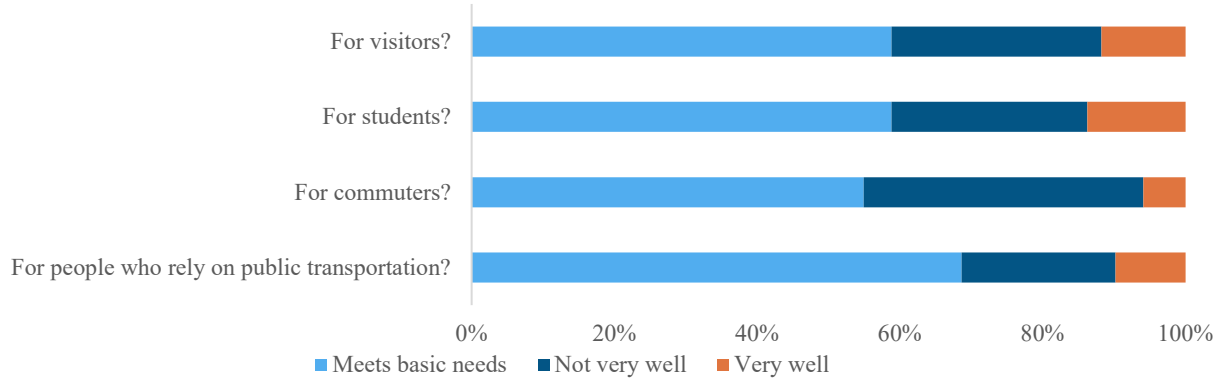


Figure 22 illustrates how respondents perceive the effectiveness of transit service for different user groups. Overall, most respondents indicated that transit meets basic needs across all groups. Satisfaction is highest among visitors, students, and people who rely on public transportation, with the majority believing their needs are adequately met. However, perceptions are less positive for commuters, as a larger portion of respondents felt transit does not meet their needs very well. Only a small percentage across all groups rated the service as meeting needs very well, suggesting there is room for improvement in service quality and accessibility, particularly for commuters.

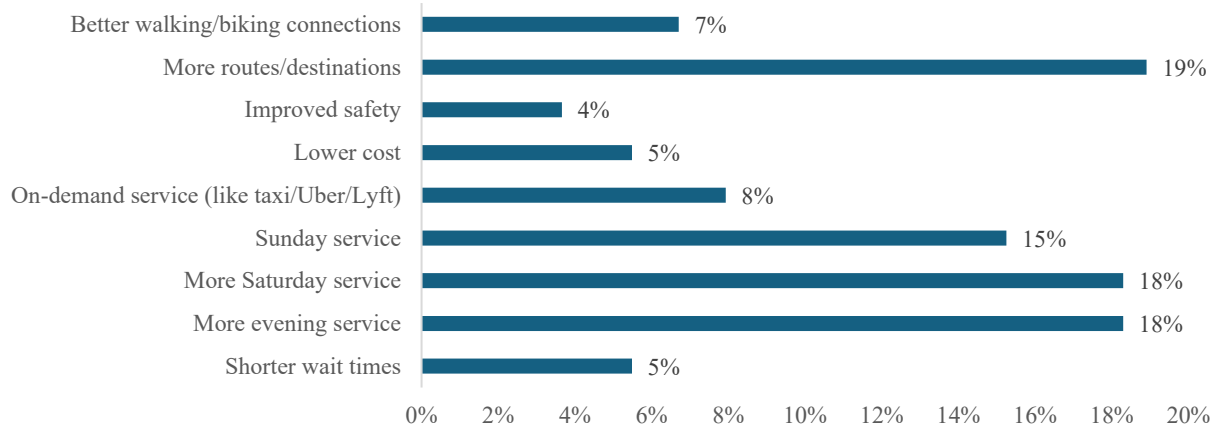
Figure 22. How Well Does Transit Meet Transportation Needs



Improvements

When asked about improvements to the transit system, the most frequently suggested enhancement was the addition of more routes/destinations, cited by 19% of respondents. Expanded Saturday and evening service each accounted for 18% of responses. Adding service on Sundays was cited as the top priority for 15% of respondents, while on-demand service (8%), better walking/biking connections (7%), lower costs (5%), shorter wait times (5%), and improved safety (4%) rounded out the rest of responses. The overall data points towards expansion of service, whether through additional routes or operating hours, as the main areas of improvement.

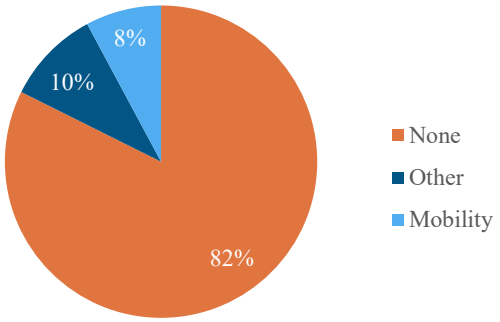
Figure 23. Areas for Improvement



Community Survey Demographics

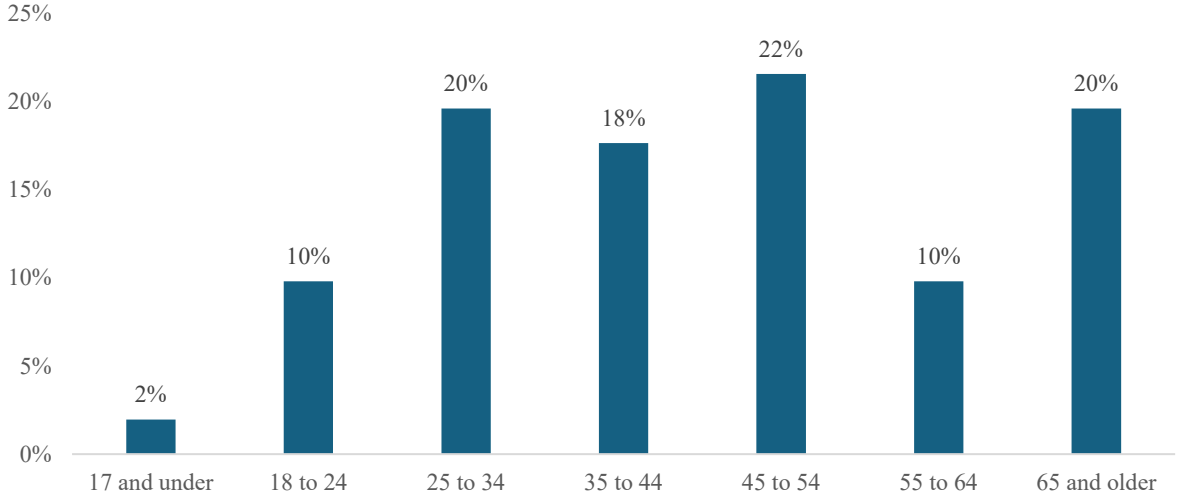
The majority of respondents (82%) do not have any disabilities that impact their ability to use the bus. A small share of respondents (8%) reported having a mobility disability, while 10% reported other disabilities that impact their ability to use the bus.

Figure 24. Disability Status



The survey respondent's age range is fairly distributed from age 25 and older, except lower responses were received from the age range 55 to 64. Responses from young adults (aged 18-24) were also on the lower end. The survey also showed only 2% responses from age group 17 and under, this could be due to lack of willingness of the students to participate in the survey. As mentioned in chapter 1, Shoreline Metro has partnership with Sheboygan Area School District, resulting in a lot of students commuting for free on the buses. The age of respondents by percentage is shown in Figure 25.

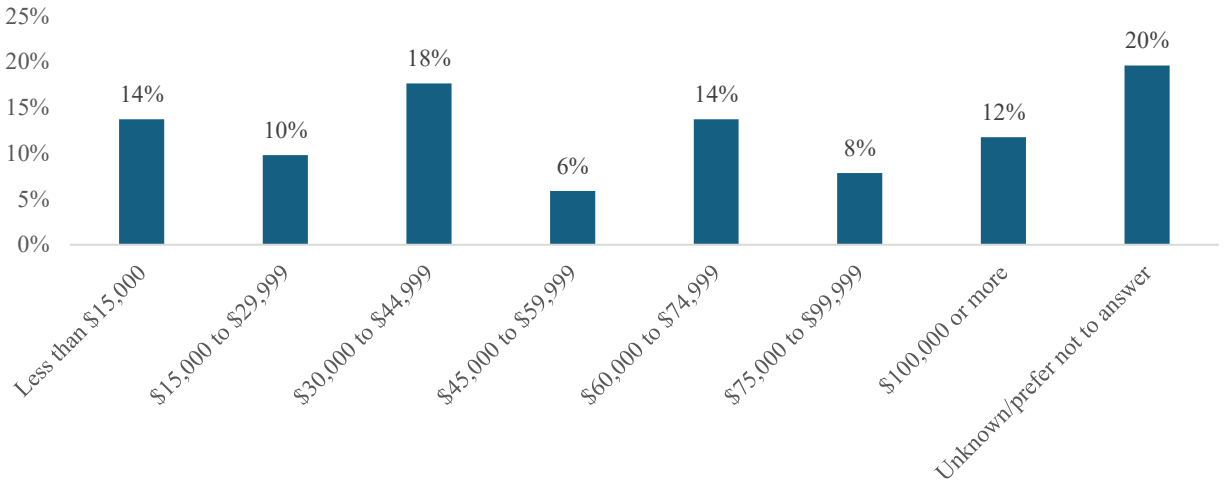
Figure 25. Age of Respondents



The household income of survey respondents was relatively evenly distributed. A total of 20% of respondents preferred not to share their income. Among those who did respond, the income

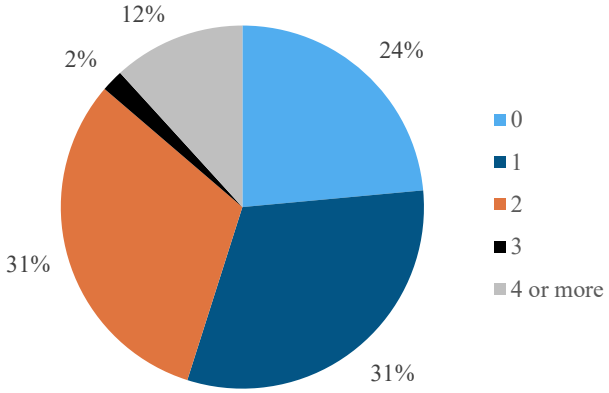
brackets of less than $15,000, $30,000–$44,999, $60,000–$74,999, and $100,000 or more each fell within six percentage points of one another, indicating a balanced representation across different socioeconomic groups.

Figure 26. Household Income of Respondents



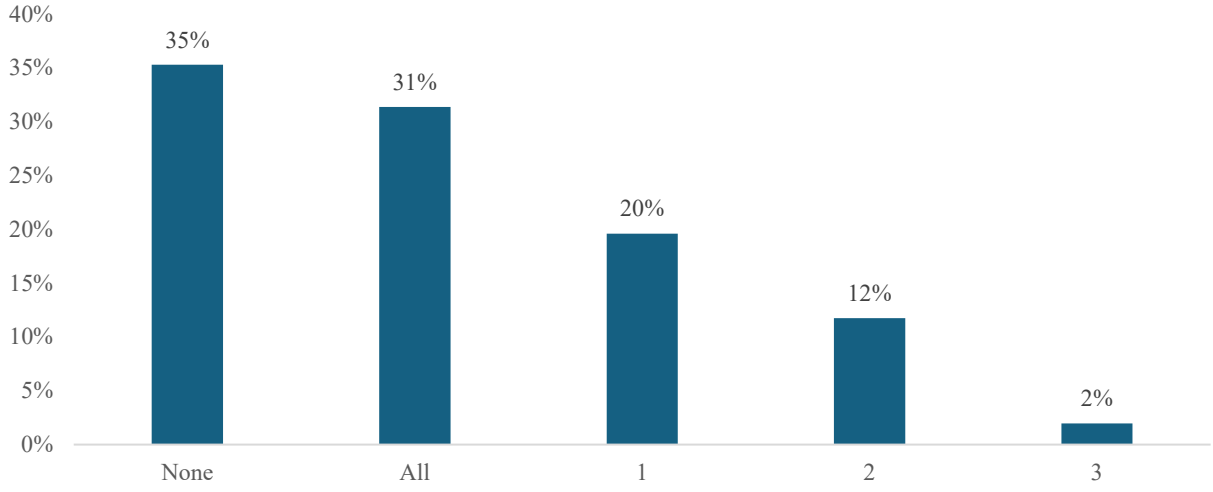
A majority of respondents (62%) reported having one or two licensed drivers in their household. Respondents representing households with no licensed drivers made up nearly a quarter of responses, creating a stark contrast between households with and without licensed drivers.

Figure 27. Licensed Drivers



As a follow-up, respondents were asked how many of the licensed drivers in their household have access to a personal vehicle. More than one-third of respondents (35%) indicated that none of the licensed drivers in their household have access to a personal vehicle, while 31% reported that all licensed drivers do. Given the rising costs of vehicles and their maintenance, it can be inferred that reliance on public transit may grow as the number of households without a vehicle increases.

Figure 28. Licensed Driver Access to a Personal Vehicle



Shoreline Metro Driver Interviews

In December 2025, Bay-Lake Regional Planning Commission staff hosted two meetings with Shoreline Metro drivers to gather feedback on route structure, system performance, and areas for improvement. Six drivers participated, including two first-shift and four second-shift drivers. Discussion topics included common causes of delays, difficult-to-navigate route segments, and locations with recurring unsafe traffic behavior. The meetings were scheduled to coincide with shift changes to maximize attendance and convenience. Driver feedback was shared with the review committee and used to develop draft recommendations, with drivers later engaged in refining those recommendations.

Findings

Shoreline Metro drivers offered input on both positive aspects and challenges within the transit system. Multiple drivers highlighted strong communication between drivers and dispatch as a key attribute the transit system does well. Others noted positive relationships between co-workers and a positive working environment.

Route Functionality

Several drivers noted that routes function well under normal driving conditions. However, recurring traffic congestion on major corridors and during peak periods (e.g., rush hour, school dismissal) are the primary factors to schedule delays. Other drivers sited roadway construction, traffic incidents, weather, and passenger boardings as common causes for delays. While these incidents are often random occurrences, the overall transit system appears to operate well for drivers.

Specific route bottlenecks identified included Routes 7 and 10, where longer trip distances combined with frequent stop lights contribute to delays. Drivers also noted that Route 10 experienced increased delays between approximately 2:15 p.m. and 5:15 p.m. due to higher passenger volumes, including students traveling from local schools.

Infrastructure Constraints

Drivers identified several route segments as operationally challenging due to narrow travel lanes, limited curb clearance from on-street parking, tight turning radii, and deteriorating pavement conditions. Limited sight lines at certain intersections and access points, particularly near commercial loading areas, were also noted, increasing maneuvering times and raising safety concerns. Specific areas of concern included North 10th Street, where visibility is poor; 8th Street toward Mead, which is narrow with substandard road conditions; the Piggly Wiggly South area, requiring tight turns when exiting; and side streets where parking is allowed on both sides.

System Usage

Drivers reported strong and consistent ridership at key destinations, particularly in downtown areas and at major retail and employment centers. This indicates that existing routes effectively serve important hubs and align well with current travel demand.

Conversely, drivers also identified stops and route segments that appear underutilized, suggesting opportunities for optimization. Areas noted as having low ridership include portions of Sheboygan Falls, particularly near Elm Street, and the local trailer park, as well as the UW-Sheboygan campus and Blue Harbor. Adjusting or consolidating these stops could help improve route efficiency and reduce unnecessary travel time.

Drivers also highlighted areas currently not served by the system but desired by riders and the community, primarily in the northern portions of the service area, with some interest in southern corridor expansions. Specific locations mentioned include the northside Walmart and Menards, along Calumet Drive and Wisconsin State Highway 42. Drivers suggested options such as expanded regular service, express routes to major destinations, and seasonal or temporary services to accommodate high-demand periods, such as holidays or peak employment times. Expanding service to these areas could increase overall accessibility and better meet community travel needs.

Service Improvement Suggestions

Drivers provided a wide range of recommendations related to both service delivery and the onboard environment. Suggestions for onboard improvements included temperature control and cleanliness. Service-related recommendations focused primarily on improving on-time performance, particularly on routes operating with 30-minute headways.

Stakeholder Meetings

Bay-Lake Regional Planning Commission staff, in coordination with Shoreline Metro leadership and various other public stakeholders, held multiple meetings between the summer of 2025 and spring of 2026. To gauge where the stakeholders stand on system performance, priorities, and future needs, a stakeholder survey was conducted in fall of 2025.

Findings

Stakeholders identified expanding services for transit-dependent populations as the primary measure of success for the transit plan. Increased service coverage was the second most common response, while increased ridership was identified by fewer respondents. Overall, results suggest a strong emphasis on equity, accessibility, and coverage rather than ridership growth alone

Respondents highlighted several aspects of Shoreline Metro that are currently working well. Affordability emerged as the most frequently cited strength, followed by partnerships with schools, service frequency, and coverage of the city center. Access for K–12 students were also viewed positively. These responses indicate that Shoreline Metro is perceived as a cost-effective system with meaningful institutional partnerships and a solid core service area that supports the local economy.

The most identified improvement was expanding service to the Town of Sheboygan, followed by increased route coverage, improved access to large employers, and collaboration with surrounding rural areas. Additional opportunities included increased service to industrial areas and longer service hours. Collectively, these responses point toward a need for a more connected greater Sheboygan area, expanded employment access, and ensuring service hours meet the needs of untraditional working hours.

When asked to rank priority needs, committee members placed job access as the highest priority, followed closely by mobility for seniors and individuals with disabilities and service to low-income and high-demand neighborhoods. Access to medical services, schools and colleges, and retail or recreational destinations ranked lower overall. These rankings reinforce a focus on economic opportunity and essential mobility as guiding principles for future service planning.

Outreach/Open House

As part of the public engagement process staff hosted a booth at the Juneteenth festival in the City of Sheboygan on June 19th. The outreach was to engage the audience who couldn't make it to any TDP meetings or were not aware of the plan. This outreach effort encouraged people to learn about the transit system and the planning process.

In addition, staff hosted an open house on July 7th at the uptown social community center in the City of Sheboygan. Participants shared valuable perspectives on service reliability, accessibility, travel patterns, and future transportation needs. Comments received during the open house were

documented, reviewed, and incorporated into the planning process where appropriate, helping to ensure that the final Transit Development Plan reflects community priorities and supports a transit system that is responsive to current and future needs.

The following comments were received during the open house:

- Converting some fixed route transit to on-demand transit would make people think we are taking away the fixed route reliability from the people. Not in favor of converting fixed route to on-demand transit.
- After getting off the bus it is hard to navigate to some businesses in a wheelchair since the crosswalk could be half a mile down the road from the bus stop. Some places like Meijer don't have good accessibility from the bus stops.
- It is hard to use the bus service for people working late, since they don't run later in the evenings.

Chapter 5: Recommendations

Recommendations were developed in response to review committee goals and objectives, public engagement efforts, an evaluation of existing services, and discussions with numerous stakeholders. The recommendations presented in this chapter are organized by route and potential total cost is provided for extended service hours.

Assumptions

Operating Costs

Annual operating expense estimates for both existing and proposed services were developed using a fully allocated cost per revenue hour derived from the 2024 National Transit Database, the most recent dataset available at the time the plan was initiated. The resulting cost per hour used for these estimates is $94.65.

Inflation

A standard 2% inflation rate was also included to properly plan and account for yearly increases in future expenses.

Annual Service Days

All annual operating cost estimates are based on an assumed service calendar, shown in Table 7 below.

Table 7: Annual Service Days

Day Type	Number of Days per Year
Weekdays (Monday-Friday)	255
Saturdays	52
No Service (Sundays and Holidays)	58

Recommendations

The following sections outline recommended changes to Shoreline Metro's routes and their anticipated impacts. These recommendations vary by route based on factors such as ridership data and public and stakeholder input. As a result, some routes include more recommendations than others.

NOTE: Route extensions may require further analysis to determine their impact on service timing. Some extensions may require adjustments in service frequency to ensure effective coverage.

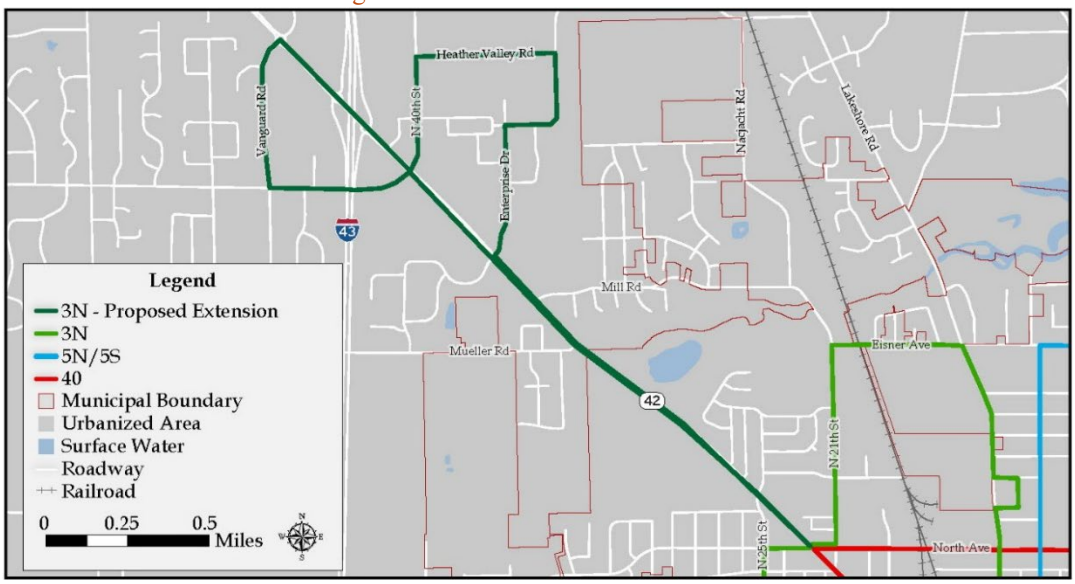
Route 3N/S

Route 3N/S records the fourth-highest ridership on weekdays and Saturdays. This route runs from 5:15 a.m. to 8:15 p.m. on weekdays and Saturdays from 8:15 a.m. to 4:15 p.m.

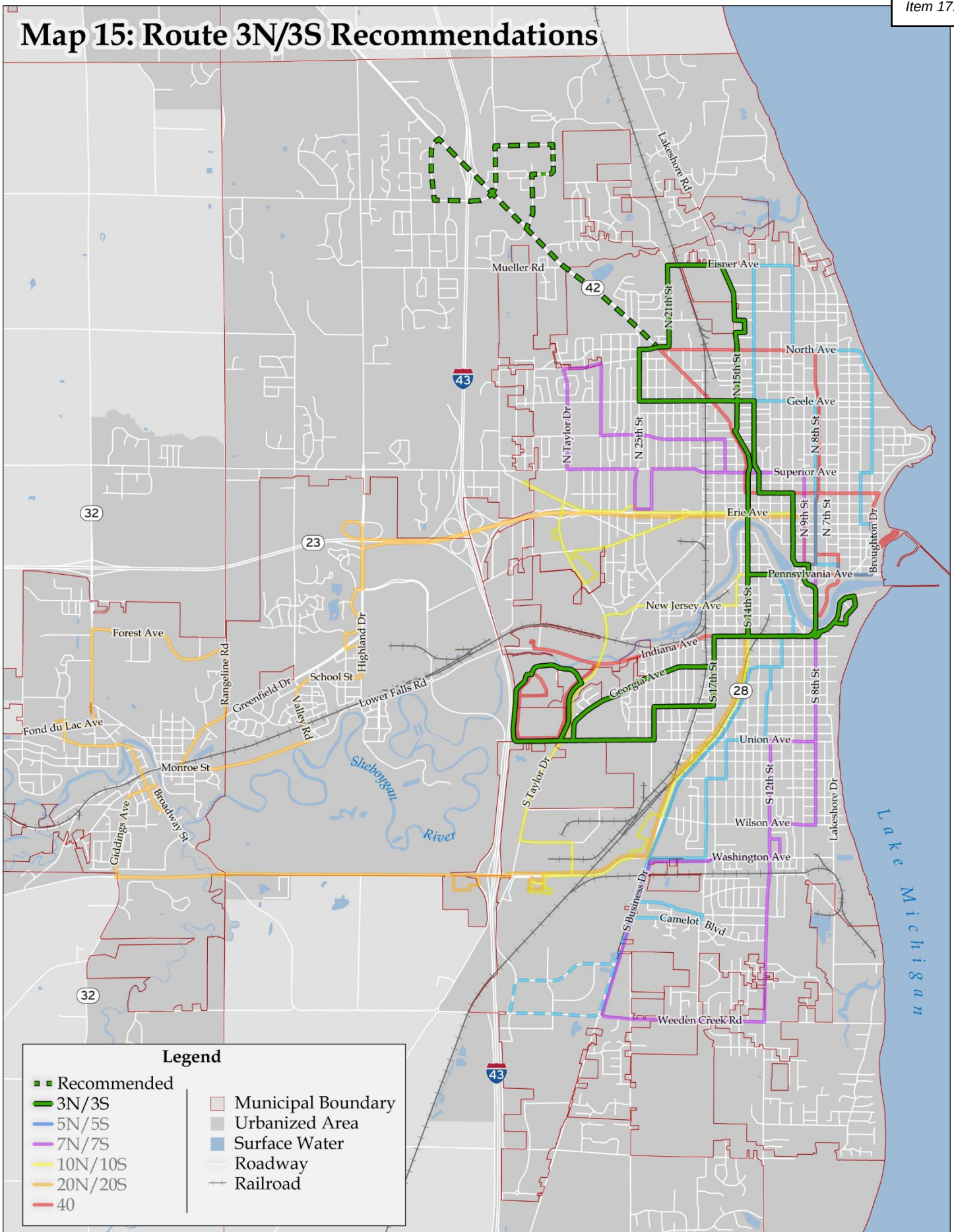
The north-central area of Sheboygan, including the popular stops of Lakeshore Technical College, Piggly Wiggly North, and Michigan Avenue, is served by the northern portion of the route. The southern portion serves the south-central portion of Sheboygan, which includes Indiana Avenue, the Aurora Medical Center, and the UWGB Sheboygan Campus.

Proposed Change	Impact
Extend Route 3N northwest to serve the northside Walmart and the Town of Sheboygan. This route extension would increase route length of 3N by approximately 6 miles. Note: This recommendation requires a local share from the Town of Sheboygan.	• Expands service coverage into currently underserved areas, improving regional connectivity between the City and Town of Sheboygan. • Improves access to major commercial destinations, supporting transit-dependent populations.
Reduce service frequency to hourly for UW–Green Bay Sheboygan Campus and Bookworm Gardens segments.	• Aligns service levels with observed low ridership at these stops. • Allows reallocation of service hours to higher-demand segments, particularly during peak periods.
Investigate on-demand service on Saturdays and after 5:00 PM on weekdays.	• Reduction in overall operating costs. • Improved service efficiency during low-demand periods. • Increase flexibility and responsiveness for evening riders.

Figure 29: Route 3N northwest extension.



Map 15: Route 3N/3S Recommendations



Sources: Bay-Lake RPC, 2026; Shoreline Metro, 2024-2026; Sheboygan County, 2025; WDNR, 2021; WisDOT 2024.
Disclaimer: This map is neither a legally recorded map, nor a survey and is not intended to be used as one. This drawing is a compilation of records, information, and data used for reference purposes only. Bay-Lake RPC is not responsible for any inaccuracies contained herein.

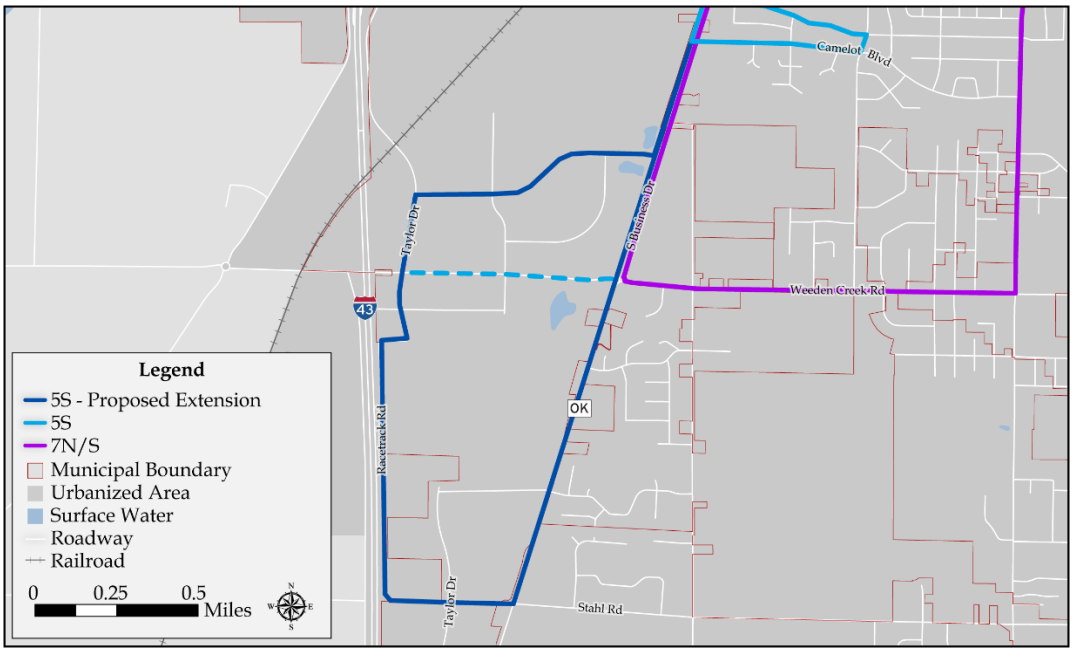
Route 5N/S

Route 5N/S records the second-highest weekday and Saturday ridership. This route runs from 5:15 a.m. to 8:15 p.m. on weekdays and Saturdays from 8:15 a.m. to 4:15 p.m.

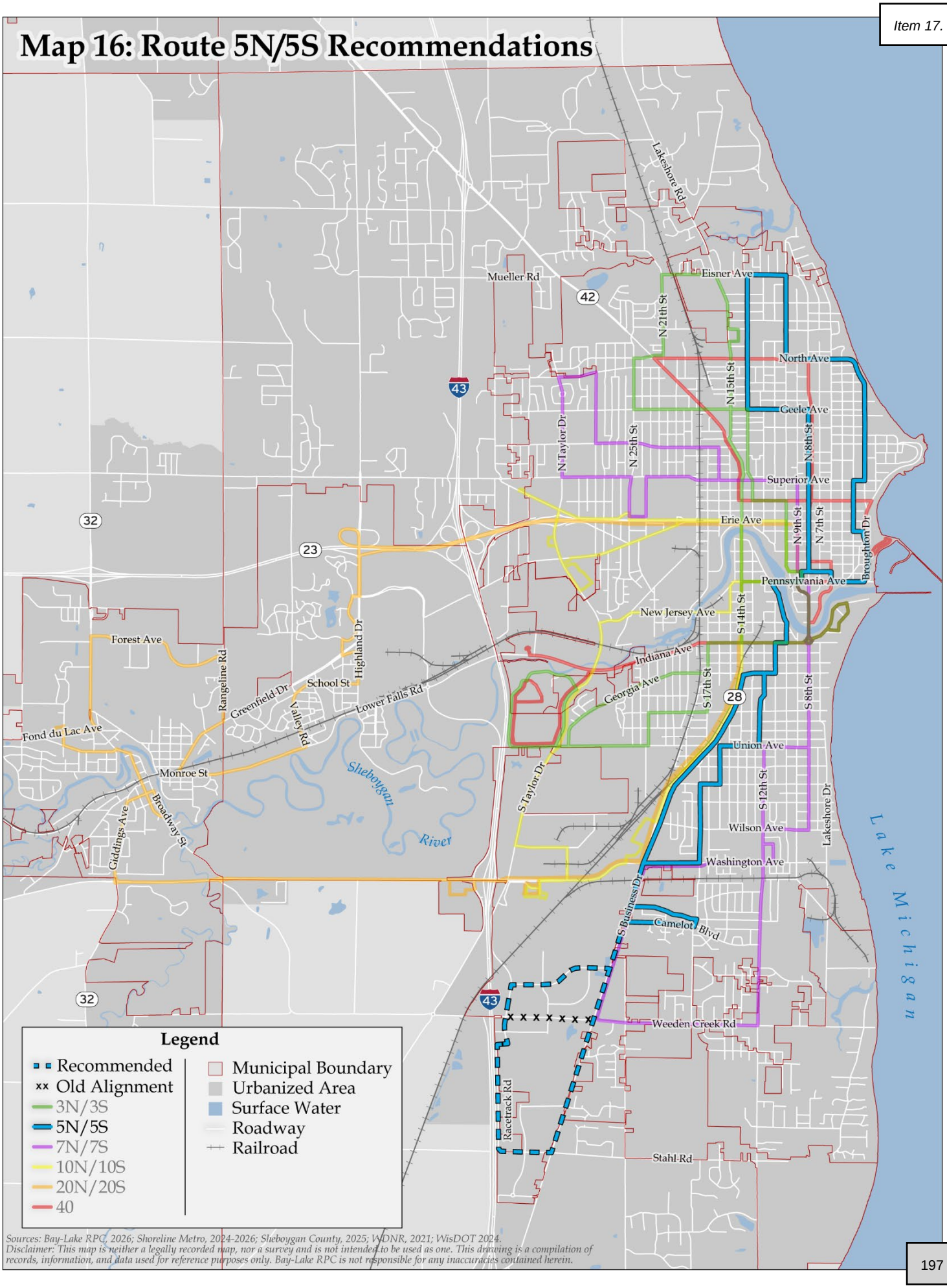
The northern portion serves the northeast portion of Sheboygan, with popular stops including the YMCA, Uptown Social (Senior Center), and Washington School Apartments. The southern portion serves the south-central portion of Sheboygan. Notable stops include Rockline Industries, Southtown Mall, and Badger State Lofts.

Proposed Change	Impact
Extend Route 5S to serve the new southern industrial park development. This route extension would increase the length of Route 5S by approximately 2.5 miles.	• Improves access to employment centers, particularly for transit-dependent workers • Supports planned economic development by ensuring transportation access to new job sites.
Investigate on-demand service on Saturdays and after 5:00 PM on weekdays. (Elaborated later in this chapter)	• Reduction in overall operating costs. • Reduced wear and tear on fixed-route buses. • Improved service efficiency during low-demand periods. • Increase flexibility and responsiveness for evening riders.

Figure 30: Route 5S southwest extension.



Map 16: Route 5N/5S Recommendations



Sources: Bay-Lake RPC, 2026; Shoreline Metro, 2024-2026; Sheboygan County, 2025; WDNR, 2021; WisDOT 2024.
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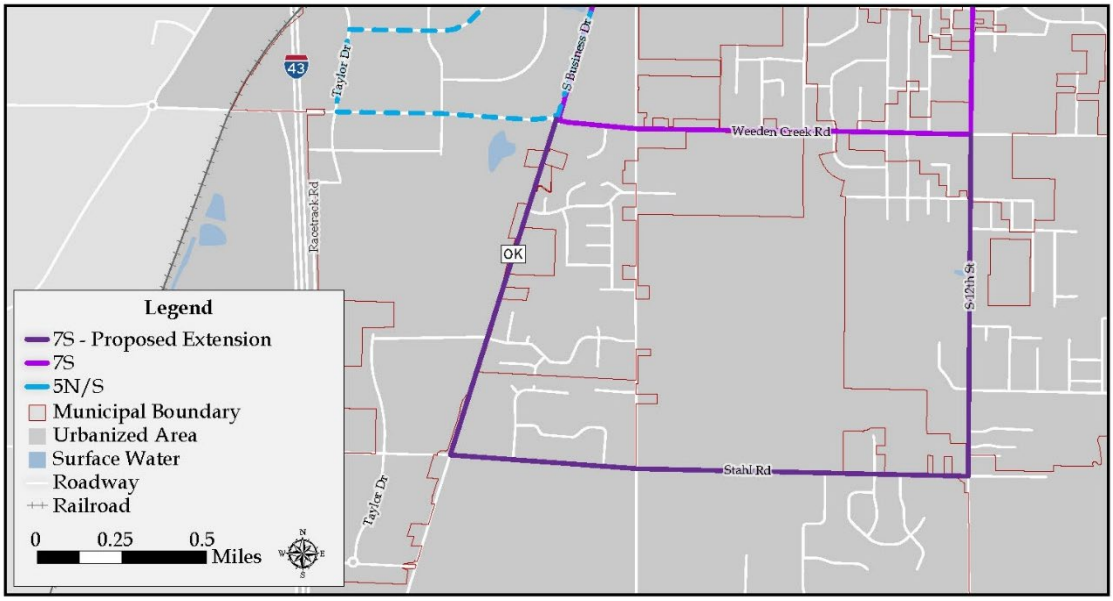
Route 7N/S

Route 7N/S records the highest weekday ridership and third-highest Saturday ridership. This route runs from 5:15 a.m. to 8:15 p.m. on weekdays and Saturdays from 8:15 a.m. to 4:15 p.m.

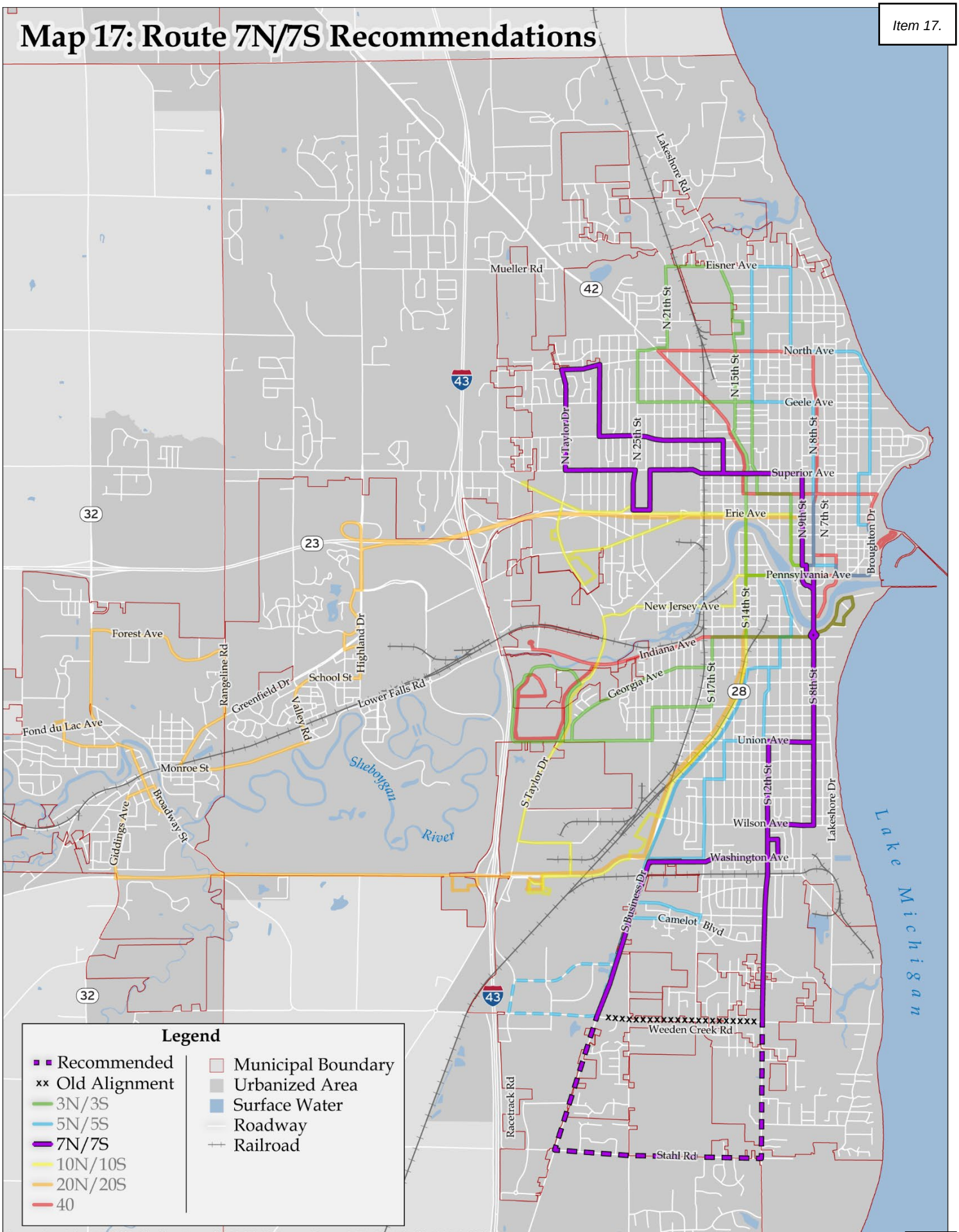
The northern portion serves the northwest area of Sheboygan, including the Mead Public Library, Aurora Sheboygan Clinic, St. Nicholas Hospital, and Pick N Save. The southern portion serves the southeast area of Sheboygan, including the Behrens Parkway Industrial Park, Country Village Apartments, and Sheboygan South High School.

Proposed Change	Impact
Extend Route 7S to serve new residential development areas. This route extension would increase the length of Route 7S by approximately 3.5 miles.	• Expands transit access to growing residential neighborhoods. • Encourages transit use among new residents and reduces auto dependency. • Supports long term ridership growth. • The frequency of the bus and timings will need to be recalculated.
Investigate on-demand service on Saturdays and after 5:00 PM on weekdays. (Elaborated later in this chapter)	• Reduction in overall operating costs. • Reduced wear and tear on fixed-route buses. • Improved service efficiency during low-demand periods. • Increase flexibility and responsiveness for evening riders.

Figure 31: Route 7S west extension.



Map 17: Route 7N/7S Recommendations



Sources: Bay-Lake RPC, 2026; Shoreline Metro, 2024-2026; Sheboygan County, 2025; WDNR, 2021; WisDOT 2024.
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Route 10N/S

Route 10N/S records the third-highest weekday ridership and the highest Saturday ridership. This route runs from 5:15 a.m. to 8:15 p.m. on weekdays and from 8:15 a.m. to 4:15 p.m. on Saturdays.

The northern portion serves the west side of Sheboygan, including retail destinations such as Meijer, Kohl's, Hobby Lobby, and Memorial Plaza. The southern portion serves the southwest side of Sheboygan, including popular destinations such as Piggly Wiggly, Goodwill, Walmart, and Wildwood Park.

Proposed Change	Impact
Investigate on-demand service on Saturdays and after 5:00 PM on weekdays. (Elaborated later in this chapter)	• Reduction in overall operating costs. • Reduced wear and tear on fixed-route buses. • Improved service efficiency during low-demand periods. • Increase flexibility and responsiveness for evening riders.

Route 20 Sheboygan Falls / Kohler

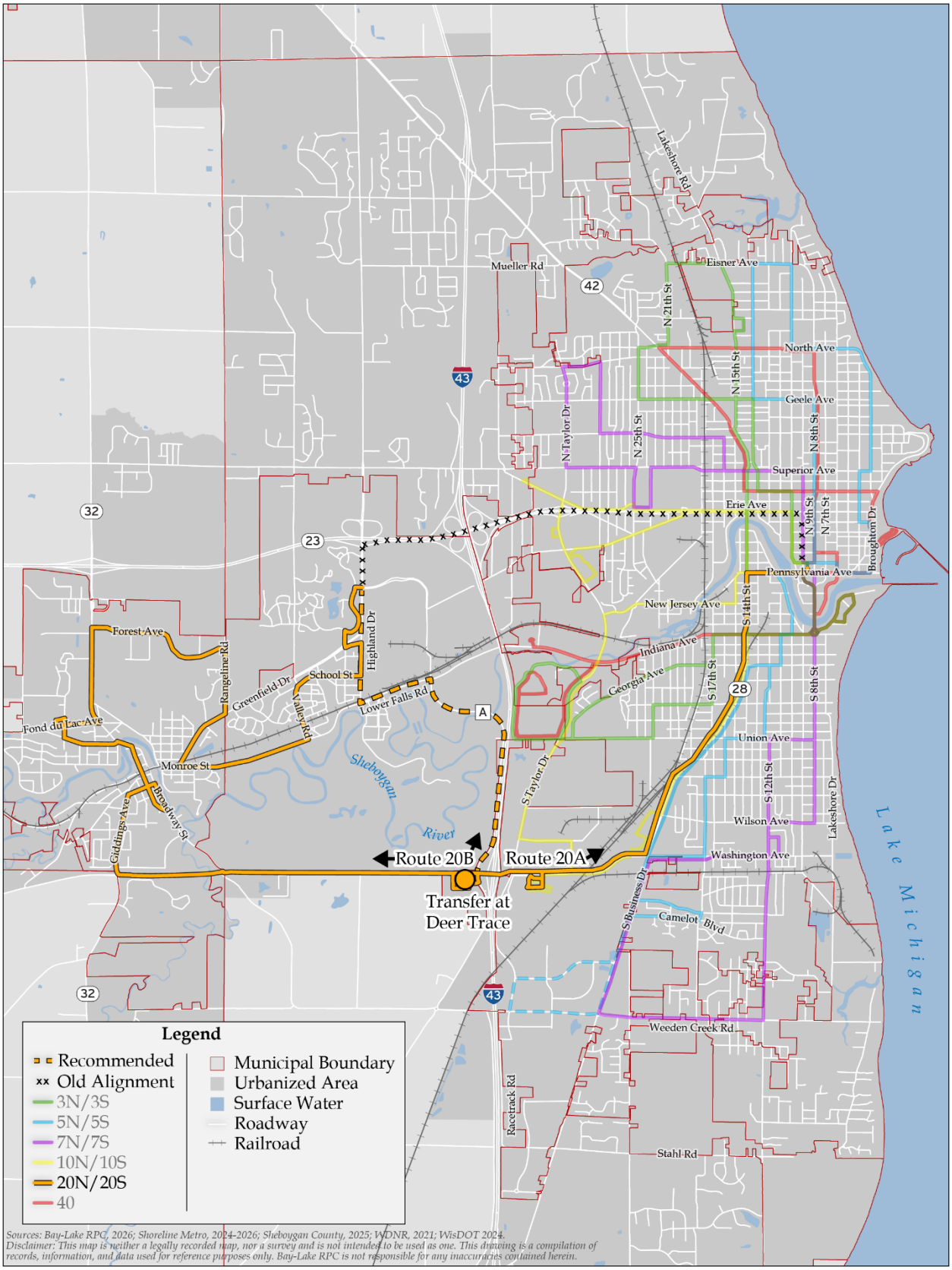
Route 20 records the lowest ridership on both weekdays and Saturdays. This route runs from 5:45 a.m. to 8:15 p.m. on weekdays and Saturdays from 8:15 a.m. to 4:15 p.m.

This route serves the City of Sheboygan Falls and Village of Kohler with limited stops in the City of Sheboygan. Popular destinations include the Woodlake Market, Kohler Co., the ADRC of Sheboygan County, and Deer Trace Kohler Shopping Center. On weekdays, there is a Kohler Special run that leaves the transfer point at 6:45 a.m. and picks up/drops off at the Kohler Co., returning to the transfer point at 7:15 a.m.

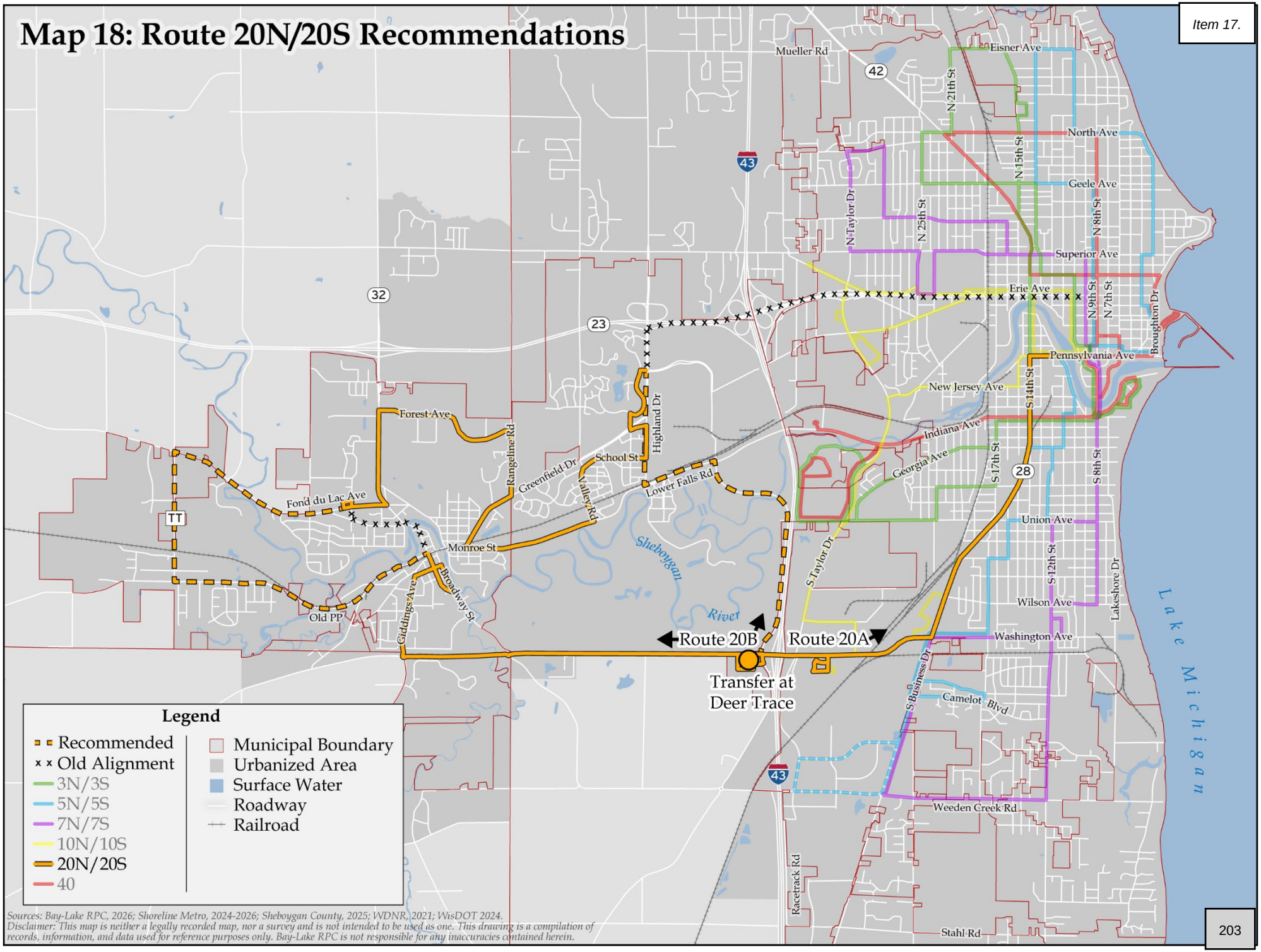
Proposed Change	Impact
Establish Deer Trace as a transfer hub and split Route 20 into two services (20A for City of Sheboygan and 20B for City of Sheboygan Falls and Village of Kohler). See Figure 32 for the route structuring. Add stops to 20 A to increase ridership to Deer Trace.	• Improves frequency on core segments, particularly around Deer Trace. • Better aligns service with distinct travel markets (employment vs. downtown access) • A potential negative impact being no direct connection between City of Sheboygan and Village of Kohler.
Recommendation for existing Route 20 as is: Extend Route 20 to County Highway TT to serve the Sheboygan Falls industrial park. This route extension would add approximately 4.75 miles to Route 20.	• Expands access to major employment areas currently underserved by transit. • Supports workforce mobility and economic development.

Figure 32: Route 20 County Highway TT Extension

Figure 33: Route 20 Deer Trace Transfer



Map 18: Route 20N/20S Recommendations



Sources: Bay-Lake RPC, 2026; Shoreline Metro, 2024-2026; Sheboygan County, 2025; WDNR, 2021; WisDOT 2024.
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Extended Service Hours

Extending service hours beyond its current weekday span (5:15 a.m. to 8:15 p.m.) presents meaningful opportunities and notable challenges. These should be weighed carefully in terms of efficiency and affordability. Expanding service later into the evening would most significantly benefit workers in industries with nontraditional schedules, including healthcare, manufacturing, and retail, where second and third-shift employment often falls outside the existing service window. Improved late-evening transit access could enhance workforce participation, support local employers, and increase economic stability, particularly for transit-dependent populations. In addition, extended service would advance equity goals by improving mobility for individuals without access to private vehicles, enabling access to evening education, medical appointments, and social activities. While ridership gains during late hours are typically modest, extending service can improve the overall usefulness and public perception of the system, making transit a more viable option for a broader range of trip purposes.

However, these benefits must be balanced with the operational and financial cost of the system. Late-evening service tends to have lower ridership, resulting in a higher cost per passenger and placing greater pressure on limited transit budgets. Extending all routes uniformly places a burden on the system and would likely negatively impact the efficiency of Shoreline Metro's system. Additional challenges include increased labor and staffing requirements, potential strain on vehicle maintenance schedules, and uncertainty regarding actual demand for late-night service in a relatively car-dependent community. Given these constraints, a targeted approach to service expansion is more practical and cost-effective than a systemwide extension.

The most beneficial strategy would focus on extending service along key corridors with the highest potential demand. Route 10, which serves major employment centers, retail destinations, and healthcare facilities, represents the strongest candidate for late evening service due to its alignment with shift-based employment and high ridership potential. Since retail stores like Kohls and Meijer are open later than 8 p.m., it would provide an opportunity for the employees to utilize public transport at the end of their shifts. Route 7 functions as an important east–west connector across Sheboygan, linking multiple residential neighborhoods with commercial areas and the downtown transfer point. In the evening context, routes like this often perform better than expected because they serve a broader mix of trip purposes, including retail, personal errands, and return-home trips after work.

From a planning perspective, the strongest approach may be to view Route 7 as a complement to Route 10. A two-route evening network consisting of Route 10 (for employment access) and Route 7 (for cross-town connectivity) could provide a more balanced service than pairing Route 10 with Route 3. This combination would support both job access and general mobility, which is often the most effective strategy in small transit systems with limited resources.

Other neighborhood-oriented routes may warrant limited or reduced-frequency evening service primarily to maintain basic coverage and equity, but they are less likely to generate substantial ridership. In practice, the most effective implementation would likely involve a "core network" approach, in which a small number of high-priority routes such as Routes 10 and 7, operate at reduced frequency (hourly) until approximately 10:30 or 11:00 PM, potentially supported by a simplified transfer system at the downtown hub. Alternatively, Shoreline Metro could explore

supplementing fixed-route service with demand-response or micro-transit options during late hours to balance coverage and cost efficiency.

Overall, while extending service hours can yield important social and economic benefits, especially in terms of job access and equity, a focused and data-driven approach targeting the most productive corridors will be essential to ensure that investment is both sustainable and impactful.

An estimate is provided below for a scenario in which Routes 10 and 7 are extended by three hours on weekdays. Extending each route by three hours would require no additional buses and would add six additional revenue hours per day across the system. Extending service hours is expected to improve system attractiveness and usability, particularly for non-traditional work schedules. Please note that assumptions for these calculations include Shoreline Metro's 2024 cost per revenue hour, a standard 255 weekdays per year, and an annual inflation rate of 2%.

- 255 service days × 6 additional revenue hours/day = 1,530 additional revenue hours/year

Shoreline Metro's 2024 operating expense per revenue hour was $94.65.

- $94.65 × 1,530 additional revenue hours = **$144,815**

Assuming the estimated additional annual operating cost of **$144,814** with 2024 data, and applying a 2% annual inflation rate, the projected cost would increase to approximately **$153,678 in 2027**, **$156,752 in 2028**, **$159,887 in 2029**, and **$163,084 in 2030**.

On-Demand Service Strategy

The Shoreline Metro Review Committee favored evaluating the feasibility of implementing an on-demand service model during periods of consistently low ridership, specifically weekday evenings and Saturdays. The goal of this strategy is to better align service delivery with observed demand while maintaining transit accessibility and improving overall system efficiency.

On-demand transit services offer a flexible, shared transportation option without fixed routes or strict frequency. Passengers can reserve a ride hours to days before, depending on the procedure and software systems used. This service would fill the gap between single occupancy vehicles and fixed-route transit, specifically in low-density neighborhoods or areas where fixed-route transit is not as effective.

Industry benchmarks indicate that on-demand transit services typically achieve productivity levels of approximately 4 to 6 passengers per revenue hour. However, these averages can be higher or lower depending on how many vehicles are available. Additionally, fixed-route counts are usually boardings per scheduled hour, and they often include inefficiencies like empty segments and deadheads. When agencies convert low-performing evening routes to on-demand service, they often see improved cost efficiency and higher ridership retention due to better coverage and flexibility.

Please note that assumptions regarding these calculations include a $45 average cost per hour for operating the on-demand service, and a $50 average cost per hour for staff to manage the service including the facilities. These dollar figures were derived from the Sheboygan County Transportation Planning and Feasibility Study. A standard 2% inflation rate is also included to account for increases in fuel, maintenance, and other operational costs. These do not include any capital cost.

I. Weekday Evening Service

The study team analyzed the weekday ridership after 5:00 PM, representing post-peak evening travel. Analysis showed ridership levels between 5:00 PM and 6:00 PM were still above the recommended threshold for a switch to on-demand service. However, as shown in Table 8, ridership declines significantly across the system after 6:00 PM. Several routes exhibit particularly low usage, supporting a switch to an on-demand service model.

Table 8: Average Weekday Ridership After 6:00 PM

Average Weekday Ridership After 6 PM	
Route	AVG Ridership
3	5
5	8
7	7
10	8
20	2

Based on the above data, Routes 3 and 7, with average hourly ridership between 5–7 passengers after 6:00 PM, are strong candidates for early conversion. Routes 5 and 10, while exhibiting slightly higher ridership, may also be considered for conversion in a phased implementation. Route 20, despite low ridership, serves a geographically dispersed area and may present operational challenges for initial on-demand deployment. As such, it is recommended that implementation be focused within the City of Sheboygan as a pilot service area, with potential expansion in later phases.

Currently, service ends at 8:15 PM on these routes. For this analysis, it is assumed that fixed-route service would end at 6:15 PM, with on-demand service replacing it during the evening period (6:15 PM to 9:15 PM)

Fixed-Route Cost Savings

The reduction in fixed-route service hours would result in the following annual decrease in service:

- 255 service days X 9 revenue/hours = **2,295 revenue hours per year**

Using Shoreline Metro's 2024 operating cost $94.65 per revenue hour.

- $94.65 X 2,805 revenue hours = $217,221.75 (2024 dollars)
- Projected savings with inflation (2027): **$230,517**

Estimated Cost Savings: ~$230,517

On-Demand Service Cost

For this analysis, on-demand service is assumed to operate for three hours each evening, from 6:00 PM to 9:00 PM.

Key assumptions include:

- Average operating cost of $45 per vehicle revenue hour
- Administration and management costs of $50 per hour
- Four vehicles in operation (capital costs not included)

On-Demand Service Cost

255 x 3 service hours = 765 revenue hours/year

Operating Cost:

- 765 revenue hours/year x 4 vehicles = 3,060 revenue hours/year
- 3,060 revenue hours/year x $45 = **$137,700**

Management Cost:

- 765 revenue hours/year x $50 = **$38,250**

Total Annual Cost:

- $137,700 + $38,250 = **$175,950**
- Projected cost with inflation: $179,469 (2027), $183,058 (2028), $186,719 (2029)

Net Financial Impact (Weekday Evenings)

- Projected savings (2027): $230,517
- On-demand service cost: $175,950

Estimated Net Annual Surplus: ~$54,567

II. Saturday Service

Saturday ridership analysis shows similar patterns of reduced demand on select routes. Table 9 presents the average hourly ridership by route on Saturdays.

Table 9: Average Saturday Hourly Ridership

Average Saturday Hourly Ridership	
Route	AVG Ridership
3	7
5	10
7	9
10	11

Further analysis shows notable decreases in ridership after 2:00 PM. Table 10 presents the average hourly ridership by route after 2:00 PM on Saturdays.

Table 10: Average Saturday Ridership After 2:00 PM

Average Saturday Ridership After 2:00 PM	
Route	AVG Ridership
3	5
5	7
7	6
10	8

Route 3 falls within the typical on-demand productivity threshold and is an appropriate candidate for full Saturday conversion to on-demand service. This service will operate within the existing Saturday service span of 8:15 AM to 4:15 PM.

Routes 5, 7, and 10 fall within the on-demand threshold after 2:15 PM. These routes will transition to on-demand service between 2:00 PM and 4:15 PM.

Fixed-Route Cost Savings

The reduction in fixed-route service hours would result in the following annual decrease in service:

<u>Route 3 Fixed-Route Reduction</u>

- 52 Saturday service days x 8 revenue hours/day = **416 revenue hours per year**

<u>Routes 5, 7, and 10 Fixed-Route Reduction</u>

- 52 Saturday service days x 7 revenue hours/day = **364 revenue hours per year**

Total fixed-route reduction = 780 revenue hours per year

- 780 revenue hours x $94.65 = **$73,827 (2024 dollars)**

Projected savings (2027): $78,346

On-Demand Service Cost

- Period 1: 8:15 AM – 2:15 PM (6 hours)
    - Route 3 demand (2 vehicles)
- Period 2: 2:15 PM – 4:15 PM (2 hours)
    - Route 3 + Routes 5, 7, 10 (4 vehicles)

Operating Cost:

- (2 vehicles x 6 hours x 52 Saturdays) + (4 vehicles x 2 hours x 52 Saturdays) = **1,040 vehicle hours per year**
- 1,040 vehicle hours per year x $45 = **$46,800**

Program Management Cost:

- 416 hours/year x $50 = **$20,800**

Total cost: **$67,600**

Net Financial Impact (Saturdays)

Projected savings: $78,346

On-demand service cost: $67,600

Estimated Net Annual Surplus: ~$10,746

Based on observed ridership patterns and operating cost analysis, transitioning select low-ridership routes to an on-demand service model during off-peak periods represents a cost-effective and service-responsive strategy for Shoreline Metro. Routes 3, 5, 7, and 10 demonstrate consistently lower demand on Saturdays, with Route 3 notably holding low ridership the entire day. Furthermore, systemwide ridership declines significantly after 6:00 PM on weekdays, with Routes 3, 5, 7, and 10 exhibiting low utilization during evening hours. Under these conditions, maintaining fixed-route service results in disproportionately high operating costs relative to ridership served.

To better align service provision with demand, it is recommended that Route 3 transitions to on-demand service on Saturdays, followed by Routes 5, 7, and 10 transitioning to on-demand service after 2:00 PM. During weekdays, discontinuing Routes 3, 5, 7, and 10 after 6:00 PM in favor of on-demand service until 9:00 PM. This approach maintains essential mobility for riders in lower-demand areas and time periods while improving overall system efficiency.

Financial analysis indicates that these service modifications would yield measurable cost savings. The Saturday service transitions are projected to generate approximately $10,750 in annual net savings. Similarly, the evening service conversion is estimated to produce approximately $54,567 in annual net savings.

In addition to financial benefits, the proposed on-demand service model enhances service flexibility by enabling more direct trip-making and reducing wait times associated with low-frequency fixed-route service. This model is particularly well-suited to periods of low demand, where traditional fixed-route operations are less efficient. Other benefits include decreased spending on fuel costs and reduced wear and tear on fixed route buses. Overall, the recommended strategy supports more efficient resource allocation while maintaining service coverage and positions the system to reinvest savings into higher-performing routes, service frequency improvements, or future mobility initiatives.

III. On-Demand Fares

Fare policy will play an important role in the success of on-demand service implementation. It is recommended that fares be set at a level that is consistent with or modestly higher than the existing fixed-route fare.

A fare equal to the current base fare would provide the simplest transition for riders and minimize potential ridership loss. However, on-demand service provides more value through decreased travel times, fewer stops, and better accessibility (curb to curb) than fixed route transit. Hence, a modest increase (e.g. $1.00 per trip) could be considered to partially offset operating costs while remaining affordable.

Given the relatively low ridership levels observed during evening and Saturday service, fare revenue is expected to represent only a small portion of total operating costs. As such, the primary objective of fare policy should be to support ridership and accessibility. Discounted fares for seniors, individuals with disabilities, and other eligible populations should be maintained to ensure equitable access.

IV. Considerations

While on-demand transit service offers a cost-effective approach to maintaining service coverage, several important considerations must be evaluated. Although the projected cost savings are significant, they are sensitive to key assumptions, particularly related to vehicle requirements and ridership response. Variations in these factors could reduce the net savings; however, this service model is expected to remain cost-effective under most reasonable scenarios.

Vehicle Requirements

These scenarios assume that four vehicles will be sufficient to meet demand across the proposed on-demand service area. However, actual vehicle requirements will depend on factors such as trip distribution, peak demand periods, and geographic coverage.

Currently, Shoreline Metro utilizes 11 paratransit vehicles that could be used to support on-demand service. If demand is more concentrated during certain hours or dispersed across a wider area than anticipated, additional vehicles may be required to maintain reasonable wait times and service reliability. Any increase in fleet requirements would result in higher operating costs and could reduce projected net savings.

Productivity

Productivity assumptions are based on industry benchmarks of four to six passengers per revenue hour. Actual performance may vary, particularly during the initial transition period as riders adjust to the new service model. Over time, increased familiarity and service flexibility may improve ridership.

Inflation and Cost

A 2% annual inflation rate has been used to project future costs. While this provides a conservative baseline, actual cost increases, particularly for labor, fuel, and maintenance, may exceed this rate and reduce overall savings. Although the relative cost advantage of on-demand service is expected to remain, higher-than-anticipated inflation could reduce the magnitude of projected savings.

Service Accessibility

On-demand service differs in service delivery compared to fixed-route service. The need to request trips in advance, variable pickup times, or the reliance of web and phone-based booking may present challenges for some riders. This is particularly relevant for populations with limited access to technology or those who prefer the predictability of fixed schedules. To ensure equitable access, measures such as call-in booking options, user education, and clear advertising and communication will be important with service implementation.

V. Pilot Program

To evaluate the feasibility and effectiveness of on-demand transit service, Shoreline Metro should implement a pilot program focused on low-ridership routes during evenings, Saturdays, or both. This pilot will allow Shoreline Metro to test real world performance, validate assumptions, and refine service. Most pilot programs are conducted over a period of one to two years. This ensures enough data collection to determine seasonal variations, ridership patterns, and operational chokeholds. This timeline would also allow riders to adjust to the new system and identify gaps in service delivery.

Service Design

This pilot program would include two components:

- Evening On-Demand Service (Weekdays)

Replacing fixed route service on Routes 3, 5, 7, 10 from 6:15 PM to 9:15 PM with on-demand service.

- Saturday On-Demand Service

Replacing fixed route service on Route 3 with fully on-demand service operating between 8:15 AM and 4:15 PM. Followed by replacing fixed route service on Routes 5, 7, and 10 with on-demand service between 2:15 PM and 4:15 PM.

It is recommended that the on-demand service should be structured within the geographic zones consistent with the existing fixed route service coverage areas. This maintains existing coverage while also allowing for operational flexibility.

Vehicles and Operations

Shoreline Metro's existing fleet, including its 11 paratransit vehicles, should be utilized to minimize upfront capital costs. Fleet deployment should remain flexible and respond to the demand conditions.

Service Accessibility

To ensure equitable access to the service, the pilot program should feature multiple booking options. This includes phone and web-based reservations. Shoreline Metro could also investigate the optimization of mobile app booking options.

Clear communication and rider education are critical for a smooth transition. Shoreline Metro should include printed materials, online resources, and coordinate with local organizations to assist riders unfamiliar with on-demand transportation.

Performance Measures

Program success should be evaluated using a set of defined performance measures. These include passengers per revenue hour, cost per passenger trip, average wait times, and rider feedback. These metrics should be monitored consistently and compared to fixed-route performance.

Evaluation

Performance reviews should be conducted often throughout the pilot programs period. These reviews allow for Shoreline Metro to make data driven decisions regarding service coverage, operating hours, and fleet size.

At the conclusion of the pilot period, Shoreline Metro should conduct a comprehensive evaluation to determine whether the on-demand service meets operational, financial, and customer needs. Based on these findings, Shoreline Metro may expand the on-demand service, modify its design, revert to fixed-route service where appropriate, or continue to operate the service without change.

Fare Policy

Passenger fares contribute a significant amount to a transit agency's operational budget. Fare policy, levels, and collection technology are important to consider when determining strategic financing for a transit agency. A fare policy has been recommended for Shoreline Metro to provide multi-year guidance to the staff, the Transit Commission and the Common Council for setting and changing fares. The fare policy is also cognizant of sentiment that fares should remain reasonable for passengers throughout the period covered by this TDP.

Shoreline Metro has maintained fare levels that are consistent with those of comparable transit agencies. Table 11 below summarizes peer-agency fares.

Table 11: Peer Agency Fare Profile

Agency	Location	Adult Fare	Monthly Pass
Fond du Lac Area Transit	Fond du Lac	$2.00	$40.00
Green Bay Metro	Green Bay	$2.00	$41.00
Beloit Transit	Beloit	$1.50	$48.00
Maritime Metro	Manitowoc	$1.50	$30.00
Go Transit	Oshkosh	$2.00	$50.00
Janesville Transit System	Janesville	$1.50	$52.00
Valley Transit	Appleton	$2.00	$60.00
Peer Average		**$1.79**	**$45.86**
Shoreline Metro	Sheboygan	$2.00	$50.00

Shoreline Metro last implemented a fare increase in January 2026. Because of this, Shoreline Metro's fare structure remains competitive relative to peer systems and affordable for the community it serves, the project team does not recommend a fare increase currently. Maintaining current fare levels supports ridership retention and growth, particularly among transit-dependent populations, while avoiding additional financial burden during a period of rising household costs.

Shoreline Metro should continue to monitor key performance indicators, including operating costs, farebox recovery ratio, ridership trends, and regional economic conditions. Fare adjustments should be investigated in 2029-2030 if there are significant changes in operating expenses, service levels, or funding availability that impact the system's financial sustainability.

Consistent with federal requirements, Shoreline Metro will continue to provide discounted fares for senior citizens and individuals with disabilities during all hours of operation. These reduced fares will not exceed 50% of the full adult fare.

The fare for complementary paratransit service, as required under the Americans with Disabilities Act (ADA), will remain at $4.00 throughout the TDP period. This fare is consistent with ADA regulations, which permit paratransit fares up to twice the fixed-route base fare, and ensures that paratransit service remains accessible to eligible riders. Table 12 summarizes the fare structure for the duration of this TDP.

Table 12: Recommended Fare Structure

	Actual Fare	Recommended Fare				
Fare Category	2025	2026	2027	2028	2029	2030
Cash						
Single Trip	$2.00	$2.00	$2.00	$2.00	$2.00	$2.00
Half-Fare	$1.00	$1.00	$1.00	$1.00	$1.00	$1.00
Passes						
Day Pass	$4.00	$4.00	$4.00	$4.00	$4.00	$4.00
6-pack Day Passes	$18.00	$18.00	$18.00	$18.00	$18.00	$18.00
Monthly Pass	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00
30-Day Pass	$45.00	$45.00	$45.00	$45.00	$45.00	$45.00
Student Fares						
Students of SASD	Free	Free	Free	Free	Free	Free
Children under Age 5	Free	Free	Free	Free	Free	Free
Student Punch Cards (20 trips)	$11.00	$11.00	$11.00	$11.00	$11.00	$11.00
Half Fares						
Half-Fare Punch Cards (20 Trips)	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00

Marketing Recommendations

The purpose of these marketing recommendations is to ensure that Shoreline Metro delivers clear, consistent messaging and promotes a positive understanding of its services throughout the Sheboygan area. As service is expanded and modified through implementation of this TDP, targeted marketing efforts will be necessary to communicate route changes and highlight new travel options. These efforts should include coordinated outreach to key audiences, including existing riders, major employers, and funding partners.

Shoreline Metro should continue to utilize a mix of communication strategies, such as on-board announcements, printed materials, and in-person outreach, to ensure information is accessible to a wide range of users. In addition, digital marketing should be a central component of the agency's strategy. This includes maintaining an active presence on social media platforms to promote service updates, fare programs, and new initiatives.

Marketing Actions

Maintain a consistent brand identity and messaging framework across all communication channels, including print materials, vehicles, websites, and social media.

Continue marketing campaigns to support service changes, including:

- Launch campaigns for new or modified routes
- Service change announcements distributed in advance of implementation
- Promotion of fare programs and ridership incentives

Expand outreach to key stakeholder groups, including:

- Major employers and employment centers
- Existing and potential funding partners
- Community organizations and advocacy groups
- Non-English-speaking groups and organizations

Continue to utilize multiple communication strategies to reach diverse audiences, including:

- On-board announcements and signage
- Printed materials (flyers, brochures, system maps)
- In-person outreach events and community engagement
- Email and website updates

Strengthen digital marketing efforts by:

- Maintaining active and regularly updated social media accounts
- Sharing service alerts, promotions, and rider information
- Coordinating messaging across platforms for consistency

Conduct regular rider and market research, including:

- System-wide rider surveys at least every 1–2 years
- Targeted surveys of key markets (e.g., downtown employees, students, older adults, and individuals with disabilities)
- Collection of feedback on service quality, travel behavior, and unmet needs
- Use survey results to inform future service planning and marketing strategies

Establish performance metrics to evaluate marketing effectiveness, such as:

- Changes in ridership following campaigns
- Social media engagement and website traffic
- Customer awareness and satisfaction levels

Capital Improvements

Shoreline Metro divides its vehicles into two categories: heavy duty buses and medium duty buses. Shoreline Metro also uses FTA's Useful Life Age Benchmark (ULB) set in FTA 5010.1D, page IV-17. Because useful life is measured by both mileage and age for vehicles, condition is not considered in this inventory. Table 13 below displays Shoreline Metro's vehicle inventory.

Table 13: 2025 Shoreline Metro Vehicle Inventory

Vehicle Type	Vehicle Count	ULB-Age (Years)	ULB-Mileage (Miles)	Vehicles Beyond ULB-Age	Vehicles Beyond ULB-Mileage[1]	Percent of Fleet Beyond ULB[2]
Revenue						
Heavy Duty Bus[3]	22	12	500,000	5	5	23%
Medium Duty Bus	11	7	200,000	5	1	9%
Sub-Total	**33**			**10**	**6**	**18%**
Non-Revenue						
Light Duty (Support) Vehicles	5	10	100,000	5	0	0%
Sub-Total	**5**			**5**	**0**	**0%**
Total	**38**			**15**	**6**	**16%**

1. Mileage as of January 16, 2025.
2. The lesser of the number of vehciles beyond ULB age or mileage divided by vehicle count (by type).
3. One heavy duty bus is a trolley that has a useful of seven years or 200,000 miles.

Source: Shoreline Metro, 2025; Bay-Lake Regional Planning Commission, 2025

Shoreline Metro sets a Transit Asset Management performance target to allow for 13% of revenue vehicles to pass beyond useful life. Shoreline Metro is actively replacing five heavy duty buses using Congestion Mitigation and Air Quality (CMAQ) funds. In addition, Shoreline Metro sets the TAM performance target to allow for 0% of non-revenue vehicles to pass beyond useful life.

Implementation of on-demand service may require the procurement of smaller, demand-responsive vehicles. The timing and scale of these purchases should be guided by ridership trends, service performance, and overall cost-effectiveness.

Other Recommendations

Mid-Course Review

A "mid-course review" of the TDP should be conducted in 2028. This will allow the TDP to be a more flexible document in terms of being open to potential opportunities that may present themselves before the next TDP is prepared. This review could include additional routing revisions to respond to land use and transportation changes in the transit service area or change economic circumstances that warrant reexamination of the fare structure. Of course, the TDP can be amended at any time as changing conditions warrant.

Financial Plan

This section discusses the various funding sources utilized by Shoreline Metro and lays out a financial plan for implementing on-demand transit service. Shoreline Metro's total operating expenses in 2025 were $4,392,527. Operating revenues contributed $833,903, supplemented by federal and state transit assistance programs and local funding contributions. The 2025 funding structure includes $1,655,740 in Section 5307 federal funding, $756,321 in Wisconsin State Section 85.20 funding, $49,474 in Section 85.205 funding, and $1,089,412 in local share contributions. Residual CARES funding totaling $7,677 also supported transit operations during the year. Table 14 below projects Shoreline Metro's operating revenues throughout the duration of this TDP period. These projections do not include any major changes to the current transit service**.** The following assumptions were applied to these projections:

- A 2% annual inflation rate to account for increases in labor, fuel, maintenance, utilities, and other services.
- Passenger revenues and intergovernmental funding sources were also projected to increase modestly over the planning period.
- CARES Act funding is assumed to expire after 2025 and is not included in future projections.
- Local share contributions are projected to increase incrementally as needed to maintain balanced operating budgets.

Table 14: Current and Projected Operating Funding Sources for the Existing Transit System

Funding Source	2025	2026	2027	2028	2029	2030
Section 5307 Funding	$1,655,740	$1,635,700	$1,619,343	$1,603,343	$1,587,119	$1,571,248
WisDOT 85.20	$756,321	$748,758	$741,271	$733,859	$726,521	$719,256
WisDOT 85.205	$49,474	$50,463	$51,472	$52,501	$53,551	$54,622
CARES Act/ARPA	$7,677	$0	$0	$0	$0	$0
Revenues	$833,903	$850,581	$867,593	$884,945	$902,644	$920,697
Local Share Contributions	$1,089,412	$1,111,200	$1,133,424	$1,156,092	$1,179,213	$1,202,797

Source: Shoreline Metro, 2025; Bay-Lake Regional Planning Commission, 2026

Funding Source Descriptions

The following funding programs comprise the primary sources of operating assistance for Shoreline Metro:

- Section 5307 Funding is provided by the federal government for transit capital, operating, and planning-related assistance in urbanized areas. Formula allocations are based on population, low-income population, and population density.
- WisDOT 85.20 Funding provides operating cost assistance to Wisconsin transit systems operating public transportation services, including fixed-route bus, share-ride taxi, rail, or other conveyance. Funding appropriations are determined through a statewide formula program.

- WisDOT 85.205 Funding provides state assistance for ADA paratransit services for individuals who are unable to use fixed-route transit services.
- The Coronavirus Aid, Relief, and Economic Security (CARES) Act and the American Rescue Plan Act (ARPA) provided temporary financial assistance to transit agencies in response to the COVID-19 pandemic. These funds are expected to expire after 2025.

Financial Plan with On-Demand Service

As discussed in the recommendations section, transitioning weekday evening and Saturday service on Routes 3, 5, 7, and 10 to an on-demand service model is expected to improve overall service efficiency while reducing operating costs for Shoreline Metro.

Based on the financial analysis, the recommended weekday evening and Saturday service modifications are projected to generate a combined annual net savings of approximately $65,000 beginning in 2027. These savings reflect reductions in fixed-route operating expenses offset by the estimated operating and administrative costs associated with implementing on-demand transit service.

These savings have been incorporated into a financial forecast beginning in 2027. The financial forecast assumes that Shoreline Metro will utilize existing fleet resources, including available paratransit vehicles, minimizing initial capital investment requirements.

In addition to direct operating savings, the proposed service model may provide secondary financial benefits through reduced fuel consumption, decreased wear on fixed-route vehicles, and more efficient allocation of service resources. Table 15 below displays the projected operation funding with On-Demand Service.

Table 15: Projected Operating Funding with On-Demand Service

Funding Source	2025	2026	2027	2028	2029	2030
Section 5307	$1,655,740	$1,635,700	$1,619,343	$1,603,150	$1,587,119	$1,571,248
WisDOT 85.20	$756,321	$748,758	$741,271	$733,859	$726,521	$719,256
WisDOT 85.205	$49,474	$50,463	$51,472	$52,501	$53,551	$54,622
CARES Act/ARPA	$7,677	$0	$0	$0	$0	$0
Revenues	$833,903	$850,581	$867,593	$884,945	$902,644	$920,697
Local Share Contributions	$1,089,412	$1,119,479	$1,065,789	$1,083,450	$1,101,564	$1,120,025

Source: Shoreline Metro, 2025; Bay-Lake Regional Planning Commission, 2026

Impact on Federal Operating Assistance

Because of changes in funding at the federal and state levels, 5307 funds are projected to decrease by approximately 1% each year through the planning horizon. However, because the recommendation maintains public transit service through on demand service rather than eliminating service entirely, major reductions in Section 5307 funding are not anticipated. Furthermore, on demand service remains eligible for federal transit assistance, and may continue

contributing to future formula funding calculations. As a result, the financial analysis does not assume major decreases in federal funding aside from the anticipated budget reforms.

Impact on State Operating Assistance

Similar to federal funding, Section 85.20 funds are also projected to see a roughly 1% decrease throughout the planning horizon. Because these funds are tied to operating expenses, an additional slight reduction in state funding is anticipated following implementation of the service changes (~1% reduction). However, this reduction is expected to be limited, as the overall funding structure remains stable and demand for transit service continues within the community. Any decrease in state operating assistance is projected to be smaller than the reduction in total operating expenses, resulting in a net positive financial impact on the system.

Impact on Local Share Contributions

The most direct financial benefit of the proposed service modifications is improved operational efficiency and a reduction in overall operating costs. By aligning service delivery more closely with actual demand, Shoreline Metro can help moderate future increases in local funding requirements compared to maintaining the existing service structure. However, local contributions may still need to increase over time due to potential reductions in federal and state transit funding.

In addition, on-demand service models often support higher fare levels than traditional fixed-route services, which can generate additional revenue to help offset operating expenses. Overall, the recommended service strategy improves financial sustainability by enhancing cost efficiency, preserving mobility options for riders, and positioning Shoreline Metro to better manage future financial pressures while maintaining the flexibility to reinvest available resources into service improvements, capital needs, or expanded mobility programs.

Implementation Strategy

The following is a recommended implementation strategy for elements in this TDP:

<u>2027</u>

- Develop detailed service design for on-demand pilot program.
- Coordinate with Town of Sheboygan officials regarding potential local funding participation.
- Continue replacing heavy-duty buses using CMAQ funding.
- Implement on-demand pilot program in late 2027.

<u>2028</u>

- Continue operation and monitoring of on-demand pilot program.
- Evaluate ridership trends, wait times, productivity, and customer feedback from pilot operations.

- Implement Route 5S extension to the southern industrial park if funding and operational analysis support implementation.
- Begin implementation planning for Route 7S residential growth area extension.
- Begin implementation of Route 3N extension into the Town of Sheboygan.
- Evaluate need for procurement of smaller demand-response vehicles if pilot demand exceeds existing fleet capacity.

2029

- Conduct formal mid-course review of the Transit Development Plan.
- Implement Route 7S extension to new residential development areas.
- Continuing fleet replacement planning consistent with TAMP targets.
- Assess financial sustainability of on-demand service operations.

2030

- Continue monitoring and refinement of on-demand service operations.
- Implement Route 20 extension to County Highway TT industrial park if funding and ridership projections support expansion.
- Assess need for additional vehicles to support expanded evening or on-demand operations.
- Review fare structure and determine whether fare adjustments are necessary based on operating conditions and funding availability.

DRAFT

Appendix A: Community Survey Flyer

Have Your Voice Heard!

Help Improve Public Transportation in the Sheboygan Area

The Shoreline Metro Transit Development Plan is our roadmap for the next five years. It shows how we'll improve the bus system, spend money wisely, and keep up with the growing demand for public transportation.

We're starting by learning more about how the community uses the bus service, and how it can be improved. Your feedback is confidential and will only be used for this planning effort.

Scan the QR code, or visit the link below to take the survey!

https://arcg.is/1zDffT1

Who is Bay-Lake RPC?

BAY LAKE Regional Planning Commission | Since 1972

Bay-Lake Regional Planning Commission is a multi-service agency within Wisconsin that provides a variety of federal, state, and local programs. The Bay-Lake RPC is a public agency established similar to a municipality and provides a range of planning services to member local governments in northeast Wisconsin.

DRAFT

Appendix B: Public Survey Comments

Respondents of the public survey were given the opportunity to share additional comments or suggestions. These responses have been edited for formatting purposes only.

1) *Staff at the transfer site to assist people in between routes, to assist with students, keep general population of riders from becoming unhinged is appreciated.*

2) *Shorter time between buses on route 20.*

3) *Add a route from the quarry to Weeden Creek Rd not stopping at transfer point two buses one North one south the Southside one would turn around by old Wisconsin and go north and the Northside on turn around by the quarry. It would help those who would help the people that work out by county J.*

4) *I need a bus that goes to and from Milwaukee Mitchell Airport and Milwaukee Intermodal when I need to catch a bus from the Intermodal to O'Hare airport or the train to Chicago. Thank you for your consideration on this important public service.*

5) *Very glad Sheb. has buses at all. I really understand complications expanding service. Thank you for adding bike racks to buses.*

6) *Need more help for homeless in the community. Need more for kids/teens to do. -This will better help the community, including the metro.*

7) *Expanded service times and area covered.*

8) *I appreciate that students are able to ride the bus for free, which can help get to and from school. I believe the hours that they can ride for free should be extended, as how they are now, youth are not able to attend after school activities and still ride the bus home with their student pass. This limits involvement in prosocial and supervised activities if they do not have reliable transportation home. Although they can get punch cards for after that time, this can still sometimes be a barrier. Having later/earlier bus options for folks who work 3rd shift would also be beneficial.*

9) *The reason I checked that buses don't work well for visitors is that 1) visitors pay cash fares and you eliminated transfers, making their fare essentially doubled; and 2) bus drivers no longer sell day passes, a smart convenience for visitors. These things make the buses unfriendly for any visitor, but also for engaging potential new riders!*

DRAFT

10) The drivers are very helpful.

11) It would be great to see a route go to the northside Walmart and Olive Garden and the new shopping area that will be built out there. What I really need is later bus service on Saturdays for my work schedule.

12) I do often see the bus empty. Maybe Sheboygan is still an old school community. I wanted to take the bus years ago when Aurora tried to provide. I lived on N27th 1/2 block from North Ave. it would have taken an hour to get to work. And didn't look into getting home as I worked PM.

13) Get rid of the bus service and save tax dollars.

14) It would be helpful to have a route that visits Menards and the Northside Walmart. It would be even better if it went to Howards Grove High School and Lakeland University. A southbound route that went to Best Buy would also be appreciated since walking there from Home Depot feels dangerous with the traffic. I walk to work, but I would use the bus more to get to where I need, and visit more Sheboygan shops and restaurants, if it ran later on Saturdays and on Sundays.

15) Town of Sheboygan Deer Trace - better options. Evening pickups once an hour, service ends too early, Saturday morning service not early enough, ends too soon - kids participate in community recreation. Significant collaboration needed between community recreation, school extracurriculars to realistically provide "equal" opportunities and access. Bus and robust bike program.

16) As an agency, we have noticed not having the bus line going past the northside Walgreens creates a barrier. There are many resources on the northside of Sheboygan that aren't accessible by bus, for example, Mary's Room and St. Vincent de Paul. It also eliminates a lot of job opportunities for clients because they aren't able to access the northside for employment. I also think having later bus times would be beneficial for those who work later hours or second shift. We notice clients have to look for jobs that are hiring for first shift due to relying on the bus as transportation and first shift hours aren't always guaranteed or available. Another suggestion (unsure how realistic it is though) would be to lower the bus fare. Coming up with $3/day or $48/month can be a barrier for some people and in order to earn money through employment, they oftentimes rely on the bus system to gain employment. It can create a cyclical effect and a barrier to meet basic needs. Thank you for all you do!

17) More routes to Deertrace Shopping Center.

18) *It is important for people who take public transportation to be able to access the Shipping Mill when they are looking for jobs. The shipping mill is the only place in Sheboygan that does fingerprinting and having to walk there from the closest bus stop in bad weather, with children, with groceries, etc. is not feasible. I understand it is not always required for jobs, but for a majority of background checks, it is.*

19) *Town of Sheboygan.*

20) *-Service from 5am-11pm would be nice. Could do departures once an hour from 5am-8am then every half hour until 6pm then back to every hour until 11pm -Service to the DMV -Service to St. Vincent De Paul/North Side Walmart -Service to Best Buy/Home Depot/Target/Game Stop area by the south side Walmart.*

21) *I used to take the bus, but there are many others and I tried to support and want to see the buses still run like they used to years ago.*

22) *More routes from Sheboygan Falls directly to Kohler which would make a first shift worker the ability to be at work at 6 or 7 am and the ability for a bus to go to Kohler if you work in the hospitality section between 9am and 11 am. The same would hold true to get back home at 9:30 pm or 10:30 pm. More stops from falls to deer trace and not such long waits to get back to falls.*

23) *Port Washington.*

24) *Better Saturday service would be great. Sunday routes that can get people to church. Would be nice if a bus would go to the north side of town.*

25) *We need access to the North Side of town. At least to St. Vincent De Paul and Mary's Room.*

26) *Thank you for making public transportation a priority in Sheboygan. Although our family does not use public transportation presently, I have in the past years.*

Prepared by:

Bay-Lake Regional Planning Commission

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BAY LAKE
Regional Planning Commission | Since 1972

SHORELINE METRO

CITY OF SHEBOYGAN
RESOLUTION 87-26-27

BY ALDERPERSONS BOORSE AND HEIDEMANN.

AUGUST 24, 2026.

A RESOLUTION approving alcohol beverage/tobacco licenses.

WHEREAS, the following applicant(s) have completed the necessary forms required by the Wisconsin Department of Revenue and/or the City of Sheboygan for applying for an alcohol beverage/tobacco license; and

WHEREAS, the applicant(s) have been provided a list of necessary requirements that must be completed before issuance of such license; and

WHEREAS, City Staff has reviewed the license application(s) and recommends the Common Council grant the alcohol beverage/tobacco licenses for the following applicant(s) contingent upon approvals, inspections, insurance, payment of license fees and meeting State Statute requirements and Sheboygan Municipal Code.

NOW, THEREFORE, BE IT RESOLVED: The Common Council does grant the alcohol beverage/tobacco license(s) for the following applicant(s) contingent upon approvals, inspections, insurance, payment of license fees and meeting State Statute requirements and Sheboygan Municipal Code.

BE IT FURTHER RESOLVED: That the City Clerk be authorized to issue the license(s) after the applicant(s) satisfy the contingency.

CHANGE OF PREMISE

No.	Name	Address
1040	Brennan's on Michigan	1101 Michigan Avenue – Change of premise September 26th – 27th, 2026 to include current premise and West and South parking lot.

"CLASS B" LIQUOR LICENSE (June 30, 2027) (NEW)

No.	Name	Address
3412	Local Hospitality Group LLC (Local Press Eatery)	502 S. 8th Street
3749	Sear'd LLC (Sear'd)	723 New York Avenue

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL _____.

Presiding Officer

_____

Ryan Sorenson, Mayor, City of Sheboygan

Attest

_____

Meredith DeBruin, City Clerk, City of Sheboygan

CITY OF SHEBOYGAN
REPORT 26-26-27

BY CITY CLERK.

SEPTEMBER 14, 2026.

Submitting an amended Summons and Complaint in the matter of UMB Bank, National Association vs. Bruyette Enterprises North LLC et al.

Item 19.

FILED
08-03-2026
Sheboygan County
Clerk of Circuit Court
2026CV000412
Honorable Samantha R. Basil
Branch 1

STATE OF WISCONSIN CIRCUIT COURT: SHEBOYGAN COUNTY

UMB Bank, National Association, Not In Its Individual Capacity But Solely As Owner Trustee For Verus Securitization Trust 2024-6
55 Beatie PL.
Greenville, SC29603-0826,

Plaintiff,

vs.

Bruyette Enterprises North, LLC
303 Wisconsin Ave.,
Sheboygan, WI 53081,

Alexander Bruyette
303 Wisconsin Ave.
Sheboygan, WI 53081,

City of Sheboygan
303 Wisconsin Ave.,
Sheboygan, WI 53081,

Unknown Tenants, if any, of
303 Wisconsin Ave.
Sheboygan, WI 53081,

Defendants.

File No. 2026CV000412

WI260063

AMENDED SUMMONS

Foreclosure of Mortgage: 30404

() Personal ()Substitute
()Posted ()Corporate

Process Server:
Date: Time:
Address of Service:

Person Served:

Signature approvement
Melissa Cleveng

THE STATE OF WISCONSIN, To each person named above as a Defendant:

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

Within twenty (20) days of receiving this Summons if you are an individual, forty-five (45) days of receiving this Summons if you are the State of Wisconsin or an insurance company, or sixty (60) days if you are the United States or an instrumentality thereof, you must respond with a written answer, as that term is used in chapter 802 of the Wisconsin Statutes, to the Complaint. The Court may disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the Court, whose address is 615 N 6th St., Sheboygan, WI 53081-4692, and to Janelle G. Ewing, Plaintiff's attorney, whose main office address is 925 E 4th St., Waterloo, IA 50703. You may have an attorney help or represent you.

If you do not provide a proper answer within the time period as stated above, the Court may grant Judgment against you for the award of money or other legal action requested in the Complaint, and you may lose your right to object to anything that is or may be incorrect in the Complaint. A Judgment may be enforced as

Item 19.

FILED
08-03-2026
Sheboygan County
Clerk of Circuit Court
2026CV000412
Honorable Samantha R. Bastil
Branch 1

STATE OF WISCONSIN CIRCUIT COURT: SHEBOYGAN COUNTY

UMB Bank, National Association, Not In Its Individual Capacity But Solely As Owner Trustee For Verus Securitization Trust 2024-6
55 Beatie PL.
Greenville, SC29603-0826,

Plaintiff,

vs.

Bruyette Enterprises North, LLC
303 Wisconsin Ave.,
Sheboygan, WI 53081,

Alexander Bruyette
303 Wisconsin Ave.
Sheboygan, WI 53081,

City of Sheboygan
303 Wisconsin Ave.,
Sheboygan, WI 53081,

Unknown Tenas, if any, of
303 Wisconsin Ave.
Sheboygan, WI 53081,

Defendants.

File No. 2026CV000412

WI260063

AMENDED COMPLAINT

Foreclosure of Mortgage: 30404

The Plaintiff, by its attorney, The Sayer Law Group, P.C., pleads as follows:

1. UMB Bank, National Association, not in its individual capacity but solely as owner trustee for Verus Securitization Trust 2024-6 (Plaintiff) is duly authorized to transact business herein and to bring this action. Plaintiff has its principal place of business in the State of South Carolina.

2. Defendant(s) Bruyette Enterprises North LLC by Alexander William Bruyette, authorized member. Said Defendant(s) reside in the County of Sheboygan, State of Wisconsin.

3. Bruyette Enterprises North LLC by Alexander William Bruyette, authorized member (Borrower) incurred an obligation to Plaintiff or Plaintiff's predecessor-in-interest by executing and delivering a promissory note (Note), a true copy of which is attached as Exhibit A, and is incorporated by reference.

4. Plaintiff is the current holder of the Note.

5. Borrower defaulted under the terms of the Note by failing to timely make payments. Thus, Plaintiff, at its option as provided in the Note, declared the total amount immediately due and payable. The principal balance due Plaintiff as of May 26, 2026 is $115,369.37 together with interest from that date.

6. Plaintiff is also allowed to recover fees and costs incurred in servicing the loan including those of collection and foreclosure, including reasonable attorney's fees.

That the Judgment provide that all right, title and interest which the Defendants and all persons claiming under them have in the Mortgaged Premises be declared to be subsequent, subordinate, and subject to the Mortgage of the Plaintiff;

That the Judgment provide that the Mortgaged Premises be sold for payment of the amount due to the Plaintiff, together with interest, reasonable attorney fees and costs, costs of sale and any advances made for the benefit and preservation of the premises until confirmation of sale;

That the Judgment provide that the proceeds realized from the sale of the Mortgaged Premises be applied to discharge the debt, advances, fees and costs adjudged to be due to the Plaintiff;

That the surplus, if any, be paid into the Court to abide the further order of this Court;

That the Defendants and all persons with claims under them be enjoined from committing waste or otherwise doing any act that may impair the value of the Mortgaged Premises from the date of Judgment until sale and confirmation;

That upon application to the Court by Plaintiff, a receiver be appointed with power to collect rent and profits arising out of the Mortgaged Premises during the pendency of this action until the sale; and,

That the Plaintiff has such other further Judgment, order, or relief as may be considered just and equitable.

COUNT II – BREACH OF GUARANTY

18. The factual allegations of Paragraphs 1 through 17 of Count I of this Complaint are incorporated by reference as though fully set forth herein.

19. On 03/19/2024, Alexander Bruyette ("Guarantor) signed and delivered to MCM Holdings, Inc. the Commercial Guaranty ("Guaranty") attached hereto as Exhibit E.

20. Pursuant to the Guaranty, Guarantor represented and warranted that Guarantor derived direct financial benefit from the loan evidenced by the Note from Bruyette Enterprises North LLC, in favor of MCM Holdings, Inc., attached as Exhibit A.

21. Guarantor unconditionally and absolutely guaranteed prompt payment and performance of said Note, from Bruyette Enterprises North LLC in favor of MCM Holdings, Inc., all monies coming due under the Note and the Mortgage and loan documents (attached as Exhibits A, B and C) from Bruyette Enterprises North LLC in favor of MCM Holdings, Inc. and all documents granted to secure the Note.

22. Guarantor further covenanted that upon any default of Borrower, the holder of the Note could immediately enforce the Guaranty against Guarantor. Guarantor further covenanted to pay all costs without limitation, including attorneys' fees incurred or expended by the holder of the Note in collection or attempted collection under the Guaranty, enforcing the security interest or participation in any proceeding involving Guarantor under the Federal Bankruptcy Code.

23. The Guaranty is continuing and is binding upon Guarantor until the complete satisfaction set forth of all of the loan documents more fully described in Count I of this Complaint.

24. Plaintiff has performed as covenanted.

Item 19.

EXHIBIT A

FILED
08-03-2026
Sheboygan County
Clerk of Circuit Court
2026CV000412
Honorable Samantha R. Bastil
Branch 1

NOTE

March 19, 2024
[Note Date]

Miami Lakes,
[City]

Florida
[State]

303 Wisconsin Ave, Sheboygan, WI 53081
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan in the amount of U.S. **$116,675.00** (the "Principal") that I have received from **MCM Holdings Inc., an S Corporation**

(the "Lender"), I promise to pay the Principal, plus interest, to the order of the Lender. I will make all payments under this Note in U.S. currency in the form of cash, check, money order, or other payment method accepted by Lender.

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

2. INTEREST

Interest will be charged on unpaid Principal until the full amount of the Principal has been paid. I will pay interest at a yearly rate of **9.500 %.**

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

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

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month. This amount is called my "Monthly Payment."

I will make my Monthly Payment on the **1st** day of each month beginning on **May 1, 2024.** I will make these payments every month until I have paid all of the Principal and interest and any other charges described below that I may owe under this Note. Each Monthly Payment will be applied to interest before the Principal. If, on **April 1, 2054,** I still owe amounts under this Note, I will pay those amounts on that date, which is called the "Maturity Date."

I will make my Monthly Payments at **14100 Palmetto Frontage Road**
Miami Lakes, FL 33016

or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My Monthly Payment will be in the amount of U.S. **$981.07.** This payment amount does not include any property taxes, insurance, or other charges that I may be required to pay each month.

4. BORROWER'S RIGHT TO PREPAY

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

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

[redacted]

10. UNIFORM SECURED NOTE

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

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

If Lender exercises this option, Lender will give Borrower notice of acceleration. The notice will provide a period of not less than 30 days from the date the notice is given in accordance with Section 16 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to, or upon, the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower and will be entitled to collect all expenses incurred in pursuing such remedies, including, but not limited to: (a) reasonable attorneys' fees and costs; (b) property inspection and valuation fees; and (c) other fees incurred to protect Lender's Interest in the Property and/or rights under this Security Instrument.

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

BRUYETTE ENTERPRISES NORTH LLC

_____ **(Seal)**

BY ALEXANDER WILLIAM BRUYETTE - AUTHORIZED MEMBER

[Sign Original Only]

Lender: MCM Holdings Inc.
[redacted]
Broker: Halo Mortgage LLC
[redacted]
Loan Originator: Joey Shimkonis
[redacted]

[redacted]

[redacted]

[redacted]

NOTICE TO BORROWER

Do not sign this Addendum before you read it. This Addendum provides for the payment of a prepayment charge if you wish to repay the loan prior to the date provided for repayment in the Note.

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

BRUYETTE ENTERPRISES NORTH LLC

_____ **(Seal)**
BY ALEXANDER WILLIAM BRUYETTE - AUTHORIZED MEMBER

[redacted]

[redacted]

EXHIBIT B

Item 19.

FILED
08-03-2026
Sheboygan County
Clerk of Circuit Court
2026CV000412
SHEBOYGAN COUNTY, WI
Samantha R.

State Bar of Wisconsin Form 00-2011
CORRECTION INSTRUMENT
Under Wis. Stat. § 706.085

Document Number | Document Name

RECORDED ON
04/19/2024 02:29 PM
ELLEN R. SCHLEICHER
REGISTER OF DEEDS

[redacted]

TRANSFER FEE:
EXEMPTION #
Cashier ID: 7
PAGES: 19
Electronically Recorded.
Returned to Submitter.

Recording Area

Name and Return Address
NEW TItle Services. Inc.
2830 E John Street
Appleton, WI 54915

Undersigned hereby states that a certain document ("conveyance") titled as Mortgage (type of document), and executed between Bruyette Enterprises North LLC, Grantor, and MCM Holdings Inc., Grantee, was recorded in Sheboygan County, Wisconsin, on March 20, 2024, in volume NA, page NA, as document number 2161747, and contained the following error:

The Prepayment Rider states the lender as Visionary Lenders (see line 3)

Undersigned makes this Correction Instrument for the purpose of correcting the conveyance as follows:

The Prepayment Rider should state the lender as MCM Holdings Inc. (see attached Exhibit A)

59281112740
Parcel Identification Number (PIN)

The basis for Undersigned's personal knowledge is (check one):

- [ ] Undersigned is the Grantor/Grantee of the property described in the conveyance.
- [X] Undersigned is the drafter of the conveyance that is the subject of the Correction Instrument
- [ ] Undersigned is the settlement agent in the transaction that is the subject of this Correction Instrument
- [ ] Other (Explain):

A copy of the conveyance (in part or whole) [X] is [ ] is not attached to this Correction Instrument (if a copy of the conveyance is not attached, attach the legal description).
Undersigned has sent notice of the execution and recording of this Correction Instrument by 1st class mail to all parties to the transaction that was the subject of the conveyance at their last known addresses. MCM Holdings Inc

Dated 4/16/24.

Heather Camus (SEAL)
* Heather Camus

AUTHENTICATION

Signature of ~~Heather Camus~~ Heather
authenticated on _____.

*
TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____
authorized by Wis. Stat. §706.06)

THIS INSTRUMENT DRAFTED BY:
Tammy Fischer on behalf of NEW Title Services, Inc.
NEW-24-11314

ACKNOWLEDGMENT

STATE OF FLORIDA)
) ss
MIAMI DADE COUNTY)

Personally came before me on April 16, 2024 the above-named HEATHER CAMUS to me known to be the person who executed the foregoing instrument and acknowledged the same.

* BRYAN CACEDA
Notary Public, State of
My Commission (is permanent) (expires:

BRYAN CACEDA
Notary Public
State of Florida
Comm# HH506098
Expires 3/20/2028

(Signatures may be authenticated or acknowledged. Both are not necessary.)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

CORRECTION INSTRUMENT | STATE BAR OF WISCONSIN | FORM NO. 00-2011
* Type name below signatures.

[redacted]

(E) "Riders" means all Riders to this Security Instrument that are signed by Borrower. All such Riders are incorporated into and deemed to be a part of this Security Instrument. The following Riders are to be signed by Borrower [check box as applicable]:

☐ Adjustable Rate Rider ☐ Condominium Rider ☐ Second Home Rider
☒ 1-4 Family Rider ☐ Planned Unit Development Rider ☐ V.A. Rider
☒ Other(s) [specify]
Prepayment Rider

(F) "Security Instrument" means this document, which is dated March 10, 2024, together with all Riders to this document.

Additional Definitions

(G) "Applicable Law" means all controlling applicable federal, state, and local statutes, regulations, ordinances, and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
(H) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments, and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association, or similar organization.
(I) "Default" means: (i) the failure to pay any Periodic Payment or any other amount secured by this Security Instrument on the date it is due; (ii) a breach of any representation, warranty, covenant, obligation, or agreement in this Security Instrument; (iii) any materially false, misleading, or inaccurate information or statement to Lender provided by Borrower or any persons or entities acting at Borrower's direction or with Borrower's knowledge or consent, or failure to provide Lender with material information in connection with the Loan, as described in Section 8; or (iv) any action or proceeding described in Section 12(e).
(J) "Electronic Fund Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone or other electronic device capable of communicating with such financial institution, wire transfers, and automated clearinghouse transfers.
(K) "Electronic Signature" means an "Electronic Signature" as defined in the UETA or E-SIGN, as applicable.
(L) "E-SIGN" means the Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001 *et seq.*), as it may be amended from time to time, or any applicable additional or successor legislation that governs the same subject matter.
(M) "Escrow Items" means: (i) taxes and assessments and other items that can attain priority over this Security Instrument as a lien or encumbrance on the Property; (ii) leasehold payments or ground rents on the Property, if any; (iii) premiums for any and all insurance required by Lender under Section 5; (iv) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 11; and (v) Community Association Dues, Fees, and Assessments if Lender requires that they be escrowed beginning at Loan closing or at any time during the Loan term.
(N) "Loan" means the debt obligation evidenced by the Note, plus interest, any prepayment charges, costs, expenses, and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
(O) "Loan Servicer" means the entity that has the contractual right to receive Borrower's Periodic Payments and any other payments made by Borrower, and administers the Loan on behalf of Lender. Loan Servicer does not include a sub-servicer, which is an entity that may service the Loan on behalf of the Loan Servicer.
(P) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
(Q) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or Default on, the Loan.
(R) "Partial Payment" means any payment by Borrower, other than a voluntary prepayment permitted under the Note, which is less than a full outstanding Periodic Payment.
(S) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3.
(T) "Property" means the property described below under the heading "TRANSFER OF RIGHTS IN THE PROPERTY."
(U) "Rents" means all amounts received by or due Borrower in connection with the lease, use, and/or occupancy of the Property by a party other than Borrower.
(V) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. § 2601 *et seq.*) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they may be amended from time to time, or any additional or successor federal legislation or regulation that governs the same subject matter. When used in this Security Instrument, "RESPA" refers to all requirements and restrictions that would apply to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
(W) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.
(X) "UETA" means the Uniform Electronic Transactions Act, as enacted by the jurisdiction in which the Property is located, as it may be amended from time to time, or any applicable additional or successor legislation that governs the same subject matter.

on such unapplied funds. Lender may hold such unapplied funds until Borrower makes payment sufficient to cover a full Periodic Payment, at which time the amount of the full Periodic Payment will be applied to the Loan. If Borrower does not make such a payment within a reasonable period of time, Lender will either apply such funds in accordance with this Section 2 or return them to Borrower. If not applied earlier, Partial Payments will be credited against the total amount due under the Loan in calculating the amount due in connection with any foreclosure proceeding, payoff request, loan modification, or reinstatement. Lender may accept any payment insufficient to bring the Loan current without waiver of any rights under this Security Instrument or prejudice to its rights to refuse such payments in the future.

(b) Order of Application of Partial Payments and Periodic Payments. Except as otherwise described in this Section 2, if Lender applies a payment, such payment will be applied to each Periodic Payment in the order in which it became due, beginning with the oldest outstanding Periodic Payment, as follows: first to interest and then to principal due under the Note, and finally to Escrow Items. If all outstanding Periodic Payments then due are paid in full, any payment amounts remaining may be applied to late charges and to any amounts then due under this Security Instrument. If all sums then due under the Note and this Security Instrument are paid in full, any remaining payment amount may be applied, in Lender's sole discretion, to a future Periodic Payment or to reduce the principal balance of the Note.

If Lender receives a payment from Borrower in the amount of one or more Periodic Payments and the amount of any late charge due for a delinquent Periodic Payment, the payment may be applied to the delinquent payment and the late charge.

When applying payments, Lender will apply such payments in accordance with Applicable Law.

(c) Voluntary Prepayments. Voluntary prepayments will be applied as described in the Note.

(d) No Change to Payment Schedule. Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note will not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items.

(a) Escrow Requirement; Escrow Items. Borrower must pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum of money to provide for payment of amounts due for all Escrow Items (the "Funds"). The amount of the Funds required to be paid each month may change during the term of the Loan. Borrower must promptly furnish to Lender all notices or invoices of amounts to be paid under this Section 3.

(b) Payment of Funds; Waiver. Borrower must pay Lender the Funds for Escrow Items unless Lender waives this obligation in writing. Lender may waive this obligation for any Escrow Item at any time. In the event of such waiver, Borrower must pay directly, when and where payable, the amounts due for any Escrow Items subject to the waiver. If Lender has waived the requirement to pay Lender the Funds for any or all Escrow Items, Lender may require Borrower to provide proof of direct payment of those Items within such time period as Lender may require. Borrower's obligation to make such timely payments and to provide proof of payment is deemed to be a covenant and agreement of Borrower under this Security Instrument. If Borrower is obligated to pay Escrow Items directly pursuant to a waiver, and Borrower fails to pay timely the amount due for an Escrow Item, Lender may exercise its rights under Section 9 to pay such amount and Borrower will be obligated to repay to Lender any such amount in accordance with Section 9.

Lender may withdraw the waiver as to any or all Escrow Items at any time by giving a notice in accordance with Section 16; upon such withdrawal, Borrower must pay to Lender all Funds for such Escrow Items, and in such amounts, that are then required under this Section 3.

(c) Amount of Funds; Application of Funds. Lender may, at any time, collect and hold Funds in an amount up to, but not in excess of, the maximum amount a lender can require under RESPA. Lender will estimate the amount of Funds due in accordance with Applicable Law.

The Funds will be held in an institution whose deposits are insured by a U.S. federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender will apply the Funds to pay the Escrow Items no later than the time specified under RESPA and other Applicable Law. Lender may not charge Borrower for: (i) holding and applying the Funds; (ii) annually analyzing the escrow account; or (iii) verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless Lender and Borrower agree in writing or Applicable Law requires interest to be paid on the Funds, Lender will not be required to pay Borrower any interest or earnings on the Funds. Lender will give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

(d) Surplus; Shortage and Deficiency of Funds. In accordance with RESPA, if there is a surplus of Funds held in escrow, Lender will account to Borrower for such surplus. If Borrower's Periodic Payment is delinquent by more than 30 days, Lender may retain the surplus in the escrow account for the payment of the Escrow Items. If there is a shortage or deficiency of Funds held in escrow, Lender will notify Borrower and Borrower will pay to Lender the amount necessary to make up the shortage or deficiency in accordance with RESPA.

Upon payment in full of all sums secured by this Security Instrument, Lender will promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower must pay (a) all taxes, assessments, charges, fines, and impositions attributable to the Property which have priority or may attain priority over this Security Instrument, (b) leasehold payments or ground rents on the Property, if any, and (c) Community Association Dues, Fees, and Assessments, if any. If any of these items are Escrow Items, Borrower will pay them in the manner provided in Section 3.

Borrower must promptly discharge any lien that has priority or may attain priority over this Security Instrument unless Borrower: (aa) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing under such agreement; (bb) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which Lender determines, in its sole discretion, operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (cc) secures from the holder of the lien an agreement satisfactory to Lender that subordinates the lien to this Security Instrument (collectively, the "Required Actions"). If Lender determines that any part of the Property is subject to a lien that has priority or may attain priority over this Security Instrument and Borrower has not taken any of the Required Actions in regard to such lien, Lender may give Borrower a notice identifying the lien. Within 10 days after the date on which that notice is given, Borrower must satisfy the lien or take one or more of the Required Actions.

[redacted]

If insurance or condemnation proceeds are paid to Lender in connection with damage to, or the taking of, the Property, Borrower will be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed, depending on the size of the repair or restoration, the terms of the repair agreement, and whether Borrower is in Default on the Loan. Lender may make such disbursements directly to Borrower, to the person repairing or restoring the Property, or payable jointly to both. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower remains obligated to complete such repair or restoration.

Lender may make reasonable entries upon and inspections of the Property. If Lender has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender will give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

6. Borrower's Loan Application. Borrower will be in Default if, during the Loan application process, Borrower or any persons or entities acting at Borrower's direction or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan, including, but not limited to, overstating Borrower's income or assets, understating or failing to provide documentation of Borrower's debt obligations and liabilities, and misrepresenting Borrower's occupancy or intended occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.

(a) Protection of Lender's Interest. If: (i) Borrower fails to perform the covenants and agreements contained in this Security Instrument; (ii) there is a legal proceeding or government order that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien that has priority or may attain priority over this Security Instrument, or to enforce laws or regulations); or (iii) Lender reasonably believes that Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and/or rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions may include, but are not limited to: (i) paying any sums secured by a lien that has priority or may attain priority over this Security Instrument; (ii) appearing in court; and (iii) paying: (A) reasonable attorneys' fees and costs; (B) property inspection and valuation fees; and (C) other fees incurred for the purpose of protecting Lender's interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, exterior and interior inspections of the Property, entering the Property to make repairs, changing locks, replacing or boarding up doors and windows, draining water from pipes, eliminating building or other code violations or dangerous conditions, and having utilities turned on or off. Although Lender may take action under this Section 9, Lender is not required to do so and is not under any duty or obligation to do so. Lender will not be liable for not taking any or all actions authorized under this Section 9.

(b) Avoiding Foreclosure; Mitigating Losses. If Borrower is in Default, Lender may work with Borrower to avoid foreclosure and/or mitigate Lender's potential losses, but is not obligated to do so unless required by Applicable Law. Lender may take reasonable actions to evaluate Borrower for available alternatives to foreclosure, including, but not limited to, obtaining credit reports, title reports, title insurance, property valuations, subordination agreements, and third-party approvals. Borrower authorizes and consents to these actions. Any costs associated with such loss mitigation activities may be paid by Lender and recovered from Borrower as described below in Section 9(c), unless prohibited by Applicable Law.

(c) Additional Amounts Secured. Any amounts disbursed by Lender under this Section 9 will become additional debt of Borrower secured by this Security Instrument. These amounts may bear interest at the Note rate from the date of disbursement and will be payable, with such interest, upon notice from Lender to Borrower requesting payment.

(d) Leasehold Terms. If this Security Instrument is on a leasehold, Borrower will comply with all the provisions of the lease. Borrower will not surrender the leasehold estate and interests conveyed or terminate or cancel the ground lease. Borrower will not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title will not merge unless Lender agrees to the merger in writing.

10. Assignment of Rents.

(a) Assignment of Rents. If the Property is leased to, used by, or occupied by a third party ("Tenant"), Borrower is unconditionally assigning and transferring to Lender any Rents, regardless of to whom the Rents are payable. Borrower authorizes Lender to collect the Rents, and agrees that each Tenant will pay the Rents to Lender. However, Borrower will receive the Rents until (i) Lender has given Borrower notice of Default pursuant to Section 26, and (ii) Lender has given notice to the Tenant that the Rents are to be paid to Lender. This Section 10 constitutes an absolute assignment and not an assignment for additional security only.

(b) Notice of Default. If Lender gives notice of Default to Borrower: (i) all Rents received by Borrower must be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender will be entitled to collect and receive all of the Rents; (iii) Borrower agrees to instruct each Tenant that Tenant is to pay all Rents due and unpaid to Lender upon Lender's written demand to the Tenant; (iv) Borrower will ensure that each Tenant pays all Rents due to Lender and will take whatever action is necessary to collect such Rents if not paid to Lender; (v) unless Applicable Law provides otherwise, all Rents collected by Lender will be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, reasonable attorneys' fees and costs, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments, and other charges on the Property, and then to any other sums secured by this Security Instrument; (vi) Lender, or any judicially appointed receiver, will be liable to account for only those Rents actually received; and (vii) Lender will be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

(c) Funds Paid by Lender. If the Rents are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents, any funds paid by Lender for such purposes will become indebtedness of Borrower to Lender secured by this Security Instrument pursuant to Section 9.

[redacted]

or repair, the Miscellaneous Proceeds will be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds will be applied in the order that Partial Payments are applied in Section 2(b).

(c) **Application of Miscellaneous Proceeds upon Condemnation, Destruction, or Loss in Value of the Property.** In the event of a total taking, destruction, or loss in value of the Property, all of the Miscellaneous Proceeds will be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property (each, a "Partial Devaluation") where the fair market value of the Property immediately before the Partial Devaluation is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the Partial Devaluation, a percentage of the Miscellaneous Proceeds will be applied to the sums secured by this Security Instrument unless Borrower and Lender otherwise agree in writing. The amount of the Miscellaneous Proceeds that will be so applied is determined by multiplying the total amount of the Miscellaneous Proceeds by a percentage calculated by taking (i) the total amount of the sums secured immediately before the Partial Devaluation, and dividing it by (ii) the fair market value of the Property immediately before the Partial Devaluation. Any balance of the Miscellaneous Proceeds will be paid to Borrower.

In the event of a Partial Devaluation where the fair market value of the Property immediately before the Partial Devaluation is less than the amount of the sums secured immediately before the Partial Devaluation, all of the Miscellaneous Proceeds will be applied to the sums secured by this Security Instrument, whether or not the sums are then due, unless Borrower and Lender otherwise agree in writing.

(d) **Settlement of Claims.** Lender is authorized to collect and apply the Miscellaneous Proceeds either to the sums secured by this Security Instrument, whether or not then due, or to restoration or repair of the Property, if Borrower (i) abandons the Property, or (ii) fails to respond to Lender within 30 days after the date Lender notifies Borrower that the Opposing Party (as defined in the next sentence) offers to settle a claim for damages. "Opposing Party" means the third party that owes Borrower the Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to the Miscellaneous Proceeds.

(e) **Proceeding Affecting Lender's Interest in the Property.** Borrower will be in Default if any action or proceeding begins, whether civil or criminal, that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a Default and, if acceleration has occurred, reinstate as provided in Section 20, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower is unconditionally assigning to Lender the proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property, which proceeds will be paid to Lender. All Miscellaneous Proceeds that are not applied to restoration or repair of the Property will be applied in the order that Partial Payments are applied in Section 2(b).

13. Borrower Not Released; Forbearance by Lender Not a Waiver. Borrower or any Successor in Interest of Borrower will not be released from liability under this Security Instrument if Lender extends the time for payment or modifies the amortization of the sums secured by this Security Instrument. Lender will not be required to commence proceedings against any Successor in Interest of Borrower, or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument, by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities, or Successors in Interest of Borrower or in amounts less than the amount then due, will not be a waiver of, or preclude the exercise of, any right or remedy by Lender.

14. Joint and Several Liability; Signatories; Successors and Assigns Bound. Borrower's obligations and liability under this Security Instrument will be joint and several. However, any Borrower who signs this Security Instrument but does not sign the Note: (a) signs this Security Instrument to mortgage, grant, and convey such Borrower's interest in the Property under the terms of this Security Instrument; (b) signs this Security Instrument to waive any applicable inchoate rights such as dower and curtesy and any available homestead exemptions; (c) signs this Security Instrument to assign any Miscellaneous Proceeds, Rents, or other earnings from the Property to Lender; (d) is not personally obligated to pay the sums due under the Note or this Security Instrument; and (e) agrees that Lender and any other Borrower can agree to extend, modify, forbear, or make any accommodations with regard to the terms of the Note or this Security Instrument without such Borrower's consent and without affecting such Borrower's obligations under this Security Instrument.

Subject to the provisions of Section 19, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, will obtain all of Borrower's rights, obligations, and benefits under this Security Instrument. Borrower will not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing.

15. Loan Charges.

(a) **Tax and Flood Determination Fees.** Lender may require Borrower to pay (i) a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan, and (ii) either (A) a one-time charge for flood zone determination, certification, and tracking services, or (B) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur that reasonably might affect such determination or certification. Borrower will also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency, or any successor agency, at any time during the Loan term, in connection with any flood zone determinations.

(b) **Default Charges.** If permitted under Applicable Law, Lender may charge Borrower fees for services performed in connection with Borrower's Default to protect Lender's interest in the Property and rights under this Security Instrument, including: (i) reasonable attorneys' fees and costs; (ii) property inspection, valuation, mediation, and loss mitigation fees; and (iii) other related fees.

(c) **Permissibility of Fees.** In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower should not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

[redacted]

period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower and will be entitled to collect all expenses incurred in pursuing such remedies, including, but not limited to: (a) reasonable attorneys' fees and costs; (b) property inspection and valuation fees; and (c) other fees incurred to protect Lender's interest in the Property and/or rights under this Security Instrument.

20. Borrower's Right to Reinstate the Loan after Acceleration. If Borrower meets certain conditions, Borrower will have the right to reinstate the Loan and have enforcement of this Security Instrument discontinued at any time up to the later of (a) five days before any foreclosure sale of the Property, or (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate. This right to reinstate will not apply in the case of acceleration under Section 19.

To reinstate the Loan, Borrower must satisfy all of the following conditions: (aa) pay Lender all sums that then would be due under this Security Instrument and the Note as if no acceleration had occurred; (bb) cure any Default of any other covenants or agreements under this Security Instrument or the Note; (cc) pay all expenses incurred in enforcing this Security Instrument or the Note, including, but not limited to: (i) reasonable attorneys' fees and costs; (ii) property inspection and valuation fees; and (iii) other fees incurred to protect Lender's interest in the Property and/or rights under this Security Instrument or the Note; and (dd) take such action as Lender may reasonably require to assure that Lender's interest in the Property and/or rights under this Security Instrument or the Note, and Borrower's obligation to pay the sums secured by this Security Instrument or the Note, will continue unchanged.

Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (aaa) cash; (bbb) money order; (ccc) certified check, bank check, treasurer's check, or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a U.S. federal agency, instrumentality, or entity; or (ddd) Electronic Fund Transfer. Upon Borrower's reinstatement of the Loan, this Security Instrument and obligations secured by this Security Instrument will remain fully effective as if no acceleration had occurred.

21. Sale of Note. The Note or a partial interest in the Note, together with this Security Instrument, may be sold or otherwise transferred one or more times. Upon such a sale or other transfer, all of Lender's rights and obligations under this Security Instrument will convey to Lender's successors and assigns.

22. Loan Servicer. Lender may take any action permitted under this Security Instrument through the Loan Servicer or another authorized representative, such as a sub-servicer. Borrower understands that the Loan Servicer or other authorized representative of Lender has the right and authority to take any such action.

The Loan Servicer may change one or more times during the term of the Note. The Loan Servicer may or may not be the holder of the Note. The Loan Servicer has the right and authority to: (a) collect Periodic Payments and any other amounts due under the Note and this Security Instrument; (b) perform any other mortgage loan servicing obligations; and (c) exercise any rights under the Note, this Security Instrument, and Applicable Law on behalf of Lender. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made, and any other information RESPA requires in connection with a notice of transfer of servicing.

23. Notice of Grievance. Until Borrower or Lender has notified the other party (in accordance with Section 16) of an alleged breach and afforded the other party a reasonable period after the giving of such notice to take corrective action, neither Borrower nor Lender may commence, join, or be joined to any judicial action (either as an individual litigant or a member of a class) that (a) arises from the other party's actions pursuant to this Security Instrument or the Note, or (b) alleges that the other party has breached any provision of this Security Instrument or the Note. If Applicable Law provides a time period that must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this Section 23. The notice of Default given to Borrower pursuant to Section 26(a) and the notice of acceleration given to Borrower pursuant to Section 19 will be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 23.

24. Hazardous Substances.

(a) **Definitions.** As used in this Section 24: (i) "Environmental Law" means any Applicable Laws where the Property is located that relate to health, safety, or environmental protection; (ii) "Hazardous Substances" include (A) those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law, and (B) the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, corrosive materials or agents, and radioactive materials; (iii) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (iv) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

(b) **Restrictions on Use of Hazardous Substances.** Borrower will not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower will not do, nor allow anyone else to do, anything affecting the Property that: (i) violates Environmental Law; (ii) creates an Environmental Condition; or (iii) due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects or could adversely affect the value of the Property. The preceding two sentences will not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

(c) **Notices; Remedial Actions.** Borrower will promptly give Lender written notice of: (i) any investigation, claim, demand, lawsuit, or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge; (ii) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release, or threat of release of any Hazardous Substance; and (iii) any condition caused by the presence, use, or release of a Hazardous Substance that adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower will promptly take all necessary remedial actions in accordance with Environmental Law. Nothing in this Security Instrument will create any obligation on Lender for an Environmental Cleanup.

[redacted]

State of WI
County of Manitowoc

This instrument was acknowledged before me on March 19, 2024 (date) by ALEXANDER WILLIAM BRUYETTE.

(signed by) Courtney Sladky
Notary Public

My commission expires: 8/7/26

COURTNEY SLADKY NOTARY PUBLIC STATE OF WISCONSIN

Lender: MGM Holdings Inc.
[redacted]
Broker: Halo Mortgage LLC
[redacted]
Loan Originator: Joey Shimkonis
[redacted]

THIS INSTRUMENT WAS DRAFTED BY:
CLOSING DEPARTMENT
MGM HOLDINGS INC.
14100 PALMETTO FRONTAGE ROAD
MIAMI LAKES, FL 33016
[redacted]

[redacted]

new leases, in Lender's sole discretion. As used in this paragraph D the word "lease" will mean "sublease" if the Security Instrument is on a leasehold.

E. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement related to the Property in which Lender has an interest will be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this 1-4 Family Rider.

BRUYETTE ENTERPRISES NORTH LLC

BY ALEXANDER WILLIAM BRUYETTE - AUTHORIZED MEMBER 3/19/24 DATE (Seal)

NOTCE TO BORROWER

DO NOT SIGN THIS PREPAYMENT RIDER BEFORE YOU READ IT. THIS PREPAYMENT RIDER PROVIDES FOR THE PAYMENT OF A CHARGE IF YOU WISH TO REPAY THE LOAN PRIOR TO THE DATE PROVIDED FOR REPAYMENT.

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

Bruyette Enterprises North LLC, a Wisconsin Limited Liability Company

_____(Seal)
-Borrower

BY: ALEXANDER WILLIAM BRUYETTE
TITLE: AUTHORIZED MEMBER

[redacted]

PREPAYMENT RIDER

THIS PREPAYMENT RIDER is made 3/19/2024 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note (the "Note") to **MCM Holdings Inc.** (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

303 Wisconsin Ave

Sheboygan, WI 53081

[Property Address]

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

Borrower may prepay the Note in part or in full prior to the Maturity Date provided that Borrower:

(a) shall provide Lender with written notice of (i) Borrower's intention to prepay the Note in full by requesting a payoff letter or (ii) Borrower's making of a partial prepayment and the amount thereof; and

(b) commencing on the date hereof and continuing until 3/19/2026 (the "Prepayment Term"), Borrower shall pay a prepayment premium to Lender simultaneously with the prepayment calculated on the amount prepaid as follows:

The prepayment charge shall be equal to **FIVE (5%) PERCENT** of the amount prepaid. The prepayment charge shall be assessed if the Note is paid due to sale or refinance of the Property.

Notwithstanding the above, a prepayment premium will not be assessed to Borrower:

(a) as to payments from either casualty loss insurance proceeds or a condemnation award applicable to the Property, or

(b) if a full prepayment is made during the ninety (90) day period immediately preceding the Maturity Date.

Any prepayment of principal resulting from an acceleration of the Note following the occurrence of a default will incur a prepayment charge.

No prepayment charge will be assessed for any prepayment made after the Prepayment Term.

The Note Holder will apply all prepayments to reduce the amount of principal that Borrower owes under the Note. However, the Note Holder may apply Borrower's prepayment to the accrued and unpaid interest on the prepayment amount, before applying Borrower's prepayment to reduce the principal amount of the Note. If Borrower makes a partial prepayment, there will be no change in the due dates of Borrower's monthly payments unless the Note Holder agrees in writing to those changes.

The Note Holder's failure to collect a prepayment charge at the time a prepayment is required shall not be deemed a waiver of such charge and any such charge calculated in accordance with this Rider shall be payable on demand.

All other provisions of the Security Instrument are unchanged by this Rider and remain in full force and effect.

FILED
08-03-2026
Sheboygan County
Clerk of Circuit Court
2026CV000412
Honorable Timotha R.
Bastil
Branch 1

SAYER
LAW GROUP, PC
925 E. 4th Street
Waterloo, IA 50703
www.sayerlaw.com

FIRST-CLASS

US POSTAGE PITNEY BOWES
ZIP 50703 $ 000.74⁰
02 7W
0008030251 MAR. 20. 2026

Bruyette Enterprises North, LLC
618 Erie Ave.
Sheboygan, WI 53081

EXHIBIT D

SAYER
LAW GROUP, PC
925 E. 4th Street
Waterloo, IA 50703
www.sayerlaw.com

FIRST-CLASS

US POSTAGE PITNEY BOWES
ZIP 50703 $ 000.74⁰
02 7W
0008030251 MAR. 20. 2026

Bruyette Enterprises North, LLC
1209 North 28th Street
Sheboygan, WI 53081

SAYER
LAW GROUP, PC

925 E. 4th Street, Waterloo, IA 50703 [redacted] sayerlaw.com

March 20, 2026

Bruyette Enterprises North, LLC
618 Erie Ave.
Sheboygan, WI 53081

NOTICE OF RIGHT TO CURE DEFAULT

This is an attempt to collect a debt by a debt collector. Any information obtained will be used for that purpose.

IF YOU WERE A BORROWER OF THIS LOAN PRIOR TO FILING CHAPTER 7 BANKRUPTCY IN WHICH YOU RECEIVED A DISCHARGE, AND IF THIS LOAN WAS NOT REAFFIRMED IN THE BANKRUPTCY CASE, LENDER IS EXERCISING ITS IN REM RIGHTS AS ALLOWED UNDER APPLICABLE LAW AND IS NOT ATTEMPTING ANY ACT TO COLLECT, RECOVER, OR OFFSET THE DISCHARGED DEBT AS YOUR PERSONAL LIABILITY.

[redacted]

Property address:	303 Wisconsin Ave., Sheboygan, WI 53081
Name of current creditor/owner:	UMB Bank, National Association, not in its individual capacity but solely as owner trustee for Verus Securitization Trust 2024-6
Time and place of the creation of the debt:	3/19/2024, Sheboygan County, WI
Instrument securing debt:	Mortgage/Deed of Trust
Amount in default:	$4,181.84

Dear Borrower:

This letter is formal notice to you that you are in default under the terms of the documents creating your loan described above (documents include the Note, Security Agreement such as a Deed of Trust or Mortgage, etc.) Your loan is in default because you have not made the required payments when they came due.

Below is an itemization of your default good through 04/03/2026, please send payments to Shellpoint Mortgage Servicing, P.O. Box 10826-0826, Greenville, SC 29603-0826.

Number of payments due:	3
Total Delinquent Payments:	$3,877.87
Late Charges:	$49.05
Escrow Required:	$254.92
Total Due	**$4,181.84**

THIS LETTER HEREBY DEMANDS THAT YOU PAY THE AMOUNT IN DEFAULT, AS STATED ABOVE, WITHIN 30 DAYS FROM THE DATE OF THIS LETTER— April 19, 2026(THE CURE DATE), PLUS ANY REGULAR PAYMENT, LATE CHARGES, OR FEES THAT MAY COME DUE DURING THE 30 DAY PERIOD.

If you have had your debt discharged in bankruptcy and you did not reaffirm your loan in your bankruptcy case, UMB Bank, National Association, not in its individual capacity but solely as owner trustee for Verus Securitization Trust 2024-6 will only exercise its right as against the property and is not attempting to assess or collect the debt from you personally.

FOR RESIDENTS OF CA: The state Rosenthal Fair Debt Collection Practices Act and the federal Fair Debt Collection Practices Act require that, except under unusual circumstances, collectors may not contact you before 8 a.m. or after 9 p.m. They may not harass you by using threats of violence or arrest or by using obscene language. Collectors may not use false or misleading statements or call you at work if they know or have reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse, about your debt. Collectors may contact another person to confirm your location or enforce a judgment. For more information about debt collection activities, you may contact the Federal Trade Commission at 1-877-FTC-HELP or www.ftc.gov.

(For CA medical collections only): Nonprofit credit counseling services may be available in the area.

FOR RESIDENTS OF CO: FOR INFORMATION ABOUT THE COLORADO FAIR DEBT COLLECTION PRACTICES ACT, SEE WWW.COAG.GOV/CAR.

A consumer has the right to request in writing that a debt collector or collection agency cease further communication with the consumer. A written request to cease communication will not prohibit the debt collector or collection agency from taking any other action authorized by law to collect the debt.

The Sayer Law Group, P.C.: 925 E. 4th St., Waterloo, IA 50703, [redacted]

If you are interested in loss mitigation, please contact the COLORADO HOPE HOTLINE at [redacted] or Shellpoint Mortgage Servicing at [redacted] "Pursuant to section 6-1-1107, C.R.S., it is illegal for any person acting as a foreclosure consultant to charge an up-front fee or deposit to the borrower for services related to the foreclosure."

FOR RESIDENTS OF MN: (For hospital collections only): You can renew the debt and start the time for filing of a lawsuit against you to collect the debt if you do any of the following: make a payment of the debt; sign a paper in which you admit that you owe the debt or in which you make a new promise to pay; sign a paper in which you give up ("waive") your right to stop the debt collector from suing you in court to collect the debt.

FOR RESIDENTS OF TX: **Assert and protect your rights as a member of the armed forces of the United States. If you or your spouse is serving on active military duty, including active military duty as a member of the Texas National Guard or the National Guard of another state or as a member of a reserve component of the armed forces of the United States, please send written notice of the active duty military service to the sender of this notice immediately.**

This letter is further notice to you that UMB Bank, National Association, not in its individual capacity but solely as owner trustee for Verus Securitization Trust 2024-6 intends to enforce the provisions of the Note and Security Instrument. You must pay the amount within 30 days of the date of this letter. If this date is a Saturday, Sunday, or legal holiday, you will have until the next business day to cure the default. If you do not pay the full amount of the default by the Cure Date, UMB Bank, National Association, not in its individual capacity but solely as owner trustee for Verus Securitization Trust 2024-6 will accelerate the entire sum of principal and accrued but not unpaid interest on your loan and deem it immediately due and payable. UMB Bank, National Association, not in its individual capacity but solely as owner trustee for Verus Securitization Trust 2024-6 will also seek any and all remedies that it may have under the Note and Security Instrument, such as the foreclosure sale of the property described in the Property Address.

You may be obligated to pay reasonable costs of collection, including, but not limited to, court costs, attorney fees.

You may have the right to reinstate the loan after acceleration or sale pursuant to your Security Instrument or governing State law. You also have the right to bring a court action to assert the nonexistence of a default or any other defense to acceleration that you may have.

PAYMENT MUST BE IN THE FORM OF CERTIFIED FUNDS.

UMB Bank, National Association, not in its individual capacity but solely as owner trustee for Verus Securitization Trust 2024-6 may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

If you are currently including optional insurance payments such as accidental death or disability with your mortgage payment, you must contact your insurance company to confirm the status of your policy. Your policy may have been cancelled as a result of this default. You are responsible to reinstate your policy directly with the insurance company that has your insurance.

You are encouraged to call Shellpoint Mortgage Servicing to discuss the default on your loan at [redacted]
You may contact Shellpoint Mortgage Servicing in writing at the following address: Shellpoint Mortgage Servicing, P.O. Box 10826-0826, Greenville, SC 29603-0826.

This notice does not affect your ability to apply for or be evaluated for a foreclosure prevention option or any pending loss mitigation option that may have been extended.

Sincerely,

The Sayer Law Group, P.C., attorney for
UMB Bank, National Association, not in its individual capacity but solely as owner trustee for Verus Securitization Trust 2024-6

SAYER
LAW GROUP, PC

925 E. 4th Street, Waterloo, IA 50703 | [redacted] | sayerlaw.com

March 20, 2026

Alexander Bruyette
618 Erie Ave.
Sheboygan, WI 53081

NOTICE OF RIGHT TO CURE DEFAULT

This is an attempt to collect a debt by a debt collector. Any information obtained will be used for that purpose.

IF YOU WERE A BORROWER OF THIS LOAN PRIOR TO FILING CHAPTER 7 BANKRUPTCY IN WHICH YOU RECEIVED A DISCHARGE, AND IF THIS LOAN WAS NOT REAFFIRMED IN THE BANKRUPTCY CASE, LENDER IS EXERCISING ITS IN REM RIGHTS AS ALLOWED UNDER APPLICABLE LAW AND IS NOT ATTEMPTING ANY ACT TO COLLECT, RECOVER, OR OFFSET THE DISCHARGED DEBT AS YOUR PERSONAL LIABILITY.

[redacted]

Property address:	303 Wisconsin Ave., Sheboygan, WI 53081
Name of current creditor/owner:	UMB Bank, National Association, not in its individual capacity but solely as owner trustee for Verus Securitization Trust 2024-6
Time and place of the creation of the debt:	3/19/2024, Sheboygan County, WI
Instrument securing debt:	Mortgage/Deed of Trust
Amount in default:	$4,181.84

Dear Borrower:

This letter is formal notice to you that you are in default under the terms of the documents creating your loan described above (documents include the Note, Security Agreement such as a Deed of Trust or Mortgage, etc.) Your loan is in default because you have not made the required payments when they came due.

Below is an itemization of your default good through 04/03/2026, please send payments to Shellpoint Mortgage Servicing, P.O. Box 10826-0826, Greenville, SC 29603-0826.

Number of payments due:	3
Total Delinquent Payments:	$3,877.87
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Total Due	**$4,181.84**

THIS LETTER HEREBY DEMANDS THAT YOU PAY THE AMOUNT IN DEFAULT, AS STATED ABOVE, WITHIN 30 DAYS FROM THE DATE OF THIS LETTER— April 19, 2026(THE CURE DATE), PLUS ANY REGULAR PAYMENT, LATE CHARGES, OR FEES THAT MAY COME DUE DURING THE 30 DAY PERIOD.

If you have had your debt discharged in bankruptcy and you did not reaffirm your loan in your bankruptcy case, UMB Bank, National Association, not in its individual capacity but solely as owner trustee for Verus Securitization Trust 2024-6 will only exercise its right as against the property and is not attempting to assess or collect the debt from you personally.

FOR RESIDENTS OF CA: The state Rosenthal Fair Debt Collection Practices Act and the federal Fair Debt Collection Practices Act require that, except under unusual circumstances, collectors may not contact you before 8 a.m. or after 9 p.m. They may not harass you by using threats of violence or arrest or by using obscene language. Collectors may not use false or misleading statements or call you at work if they know or have reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse, about your debt. Collectors may contact another person to confirm your location or enforce a judgment. For more information about debt collection activities, you may contact the Federal Trade Commission at 1-877-FTC-HELP or www.ftc.gov.

(For CA medical collections only): Nonprofit credit counseling services may be available in the area.

FOR RESIDENTS OF CO: FOR INFORMATION ABOUT THE COLORADO FAIR DEBT COLLECTION PRACTICES ACT, SEE WWW.COAG.GOV/CAR.

A consumer has the right to request in writing that a debt collector or collection agency cease further communication with the consumer. A written request to cease communication will not prohibit the debt collector or collection agency from taking any other action authorized by law to collect the debt.

The Sayer Law Group, P.C.: 925 E. 4th St., Waterloo, IA 50703, [redacted]

If you are interested in loss mitigation, please contact the COLORADO HOPE HOTLINE at [redacted] or Shellpoint Mortgage Servicing at [redacted]. "Pursuant to section 6-1-1107, C.R.S., it is illegal for any person acting as a foreclosure consultant to charge an up-front fee or deposit to the borrower for services related to the foreclosure."

FOR RESIDENTS OF MN: (For hospital collections only): You can renew the debt and start the time for filing of a lawsuit against you to collect the debt if you do any of the following: make a payment of the debt; sign a paper in which you admit that you owe the debt or in which you make a new promise to pay; sign a paper in which you give up ("waive") your right to stop the debt collector from suing you in court to collect the debt.

FOR RESIDENTS OF TX: **Assert and protect your rights as a member of the armed forces of the United States. If you or your spouse is serving on active military duty, including active military duty as a member of the Texas National Guard or the National Guard of another state or as a member of a reserve component of the armed forces of the United States, please send written notice of the active duty military service to the sender of this notice immediately.**

This letter is further notice to you that UMB Bank, National Association, not in its individual capacity but solely as owner trustee for Verus Securitization Trust 2024-6 intends to enforce the provisions of the Note and Security Instrument. You must pay the amount within 30 days of the date of this letter. If this date is a Saturday, Sunday, or legal holiday, you will have until the next business day to cure the default. If you do not pay the full amount of the default by the Cure Date, UMB Bank, National Association, not in its individual capacity but solely as owner trustee for Verus Securitization Trust 2024-6 will accelerate the entire sum of principal and accrued but not unpaid interest on your loan and deem it immediately due and payable. UMB Bank, National Association, not in its individual capacity but solely as owner trustee for Verus Securitization Trust 2024-6 will also seek any and all remedies that it may have under the Note and Security Instrument, such as the foreclosure sale of the property described in the Property Address.

You may be obligated to pay reasonable costs of collection, including, but not limited to, court costs, attorney fees.

You may have the right to reinstate the loan after acceleration or sale pursuant to your Security Instrument or governing State law. You also have the right to bring a court action to assert the nonexistence of a default or any other defense to acceleration that you may have.

PAYMENT MUST BE IN THE FORM OF CERTIFIED FUNDS.

UMB Bank, National Association, not in its individual capacity but solely as owner trustee for Verus Securitization Trust 2024-6 may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

If you are currently including optional insurance payments such as accidental death or disability with your mortgage payment, you must contact your insurance company to confirm the status of your policy. Your policy may have been cancelled as a result of this default. You are responsible to reinstate your policy directly with the insurance company that has your insurance.

You are encouraged to call Shellpoint Mortgage Servicing to discuss the default on your loan at (800) 365-7107. You may contact Shellpoint Mortgage Servicing in writing at the following address: Shellpoint Mortgage Servicing, P.O. Box 10826-0826, Greenville, SC 29603-0826.

This notice does not affect your ability to apply for or be evaluated for a foreclosure prevention option or any pending loss mitigation option that may have been extended.

Sincerely,

The Sayer Law Group, P.C., attorney for
UMB Bank, National Association, not in its individual capacity but solely as owner trustee for Verus Securitization Trust 2024-6

Item 19.

EXHIBIT E

FILED
08-03-2026
Sheboygan County
Clerk of Circuit Court
2026CV000412
Honorable Samantha R. Bastil
Branch 1

GUARANTY

Loan Number: VIS2402696

WHEREAS, the undersigned, **Alexander Bruyette** (and together with)

(called "Guarantor" and collectively called "Guarantors"), are substantially financially or otherwise interested in **303 Wisconsin Ave, Sheboygan, WI 53081** (the "Property"), and **Bruyette Enterprises North LLC, a Wisconsin Limited Liability Company** (herein called "Borrower"), the maker of the Borrower's Note in the principal amount of **116,675.00** payable to **MCM Holdings, Inc.** (the "Lender") and its successors and assigns (herein called the "Note"), and it will be of substantial economic benefit to the Guarantors, and each of them, for the Borrower to execute and deliver the Note and borrow the principal sum evidenced thereby and secured by the Mortgage, Deed of Trust or Security Deed therein described (herein called the "Security Instrument"). The Note and the Security Instrument, together with all riders thereto, are collectively referred to herein as the "Loan Documents"

WHEREAS, as a condition to making the Note to Borrower, Lender requires that Guarantor execute this Guaranty.

NOW, THEREFORE, in consideration of the premises and mutual covenants set forth herein, and for other good and valuable considerations, the receipt and sufficiency of all of which are hereby acknowledged, and in order to induce any person or persons who may be and become the holder of the Note to accept the same, the Guarantors, and each of them, hereby jointly and severally agree as follows:

1. The Guarantors, and each of them, hereby jointly and severally, unconditionally, absolutely and irrevocably guarantee, for the benefit of each and every present and future holder or holders of the Note (all herein called the "Obligees"), the full and prompt payment and performance when due, whether at maturity or earlier, by reason of acceleration or otherwise, and at all times thereafter of:

    a. the principal of, interest on, and all other amounts due at any time under the Note or any other Loan Document, including prepayment penalties, late payment charges, interest charge at the default rate (if applicable), and accrued interest as provided in the Loan Documents, advances, costs and expenses to perform the obligations of Borrower or to protect the Property or the security of the Security Instrument;
    b. the payment and performance of all other obligations (including indemnity obligations) of Borrower under the Loan Documents;
    c. all expenses and costs, including reasonable attorneys' fees and expenses, fees and out-of-pocket expenses of expert witnesses and costs of investigation, incurred by Lender as a result of any Event of Default under the Loan Documents or in connection with efforts to collect any amount due under the Loan Documents, or to enforce the provisions of the Loan Documents, including those incurred in post-judgment collection efforts and in any bankruptcy or insolvency proceeding or any judicial or non-judicial foreclosure proceeding or other exercise by lender of its rights and remedies under any Loan Document (a "Foreclosure Event"), including any action for relief from the automatic stay of any bankruptcy proceeding or Foreclosure Event, to the extent permitted by law; and
    d. all costs and expenses, including reasonable fees and out-of-pocket expenses of attorneys and expert witnesses, incurred by Obligee in enforcing its rights under the Guaranty (1a., 1b., 1c. and 1d. collectively are herein defined as "Indebtedness Hereby Guaranteed").

2. This Guaranty shall be a continuing guaranty, shall be binding upon the Guarantors, and each of them, jointly and severally, and upon their respective heirs, administrators, successors, legal representatives and assigns, and shall remain in full force and effect, and shall not be discharged, impaired or affected by (i) the existence or continuance of any obligation on the part of the Borrower on or with respect to the Indebtedness Hereby Guaranteed, or any obligation under the Note, the Security Instrument or any other Loan Document, or under this Guaranty (collectively, the "Obligations"); (ii) the power or authority (or any lack thereof) of the Borrower to issue the Note or to execute, acknowledge or deliver the Note or the Security Instrument or any other Loan Document; (iii) the validity or invalidity of the Note or the Security Instrument or any other Loan Document; (iv) any defense whatsoever that the Borrower may or might

[redacted]

7. Any Obligee may, without any notice whatsoever to anyone, sell, assign or transfer all or any part of the Indebtedness Hereby Guaranteed, or grant participations in the Indebtedness Hereby Guaranteed, and in any and every such event, each and every immediate and successive assignee, transferee, holder of or participant in all or any part of the Indebtedness Hereby Guaranteed shall have the right to enforce this Guaranty by suit or otherwise, for the benefit of such assignee, transferee, holder or participant, as fully as if such assignee, transferee, holder or participant were herein by name specifically given such rights, powers and benefits.

8. This Guaranty, and each and every part hereof, shall be binding upon the Guarantors, and each of them, jointly and severally, and upon the heirs, administrators, legal representatives, successors and assigns of each of the Guarantors, and shall inure to the pro rata benefit of each and every future holder of the Note or any interest in the Indebtedness Hereby Guaranteed.

9. The delivery of the Note for value to any person shall, without more, constitute conclusive evidence of the acceptance hereof, and of the reliance hereon by each and every from time to time holder of the Note or any interest in the Indebtedness Hereby Guaranteed.

10. Guarantor acknowledges and agrees that Obligee is authorized to obtain a credit report (if applicable) on Guarantor at any time

11. As used herein, the masculine gender shall include the feminine, and the singular case shall include the plural and the plural the singular, wherever the same may be applicable.

12. The obligation and liability of each Guarantor shall for all purposes be a joint and several obligation and liability for all of the Indebtedness Hereby Guaranteed.

13. Notwithstanding any modification, discharge or extension of the Indebtedness Hereby Guaranteed or any amendment, modification, stay or cure of the Obligees' rights under the Note, Security Instrument or other Loan Document which may occur in any bankruptcy or reorganization case or proceeding affecting the Borrower, whether permanent or temporary, and whether or not assented to by the Obligees, the Guarantors hereby agree that they shall be obligated hereunder to pay the Indebtedness Hereby Guaranteed and discharge the other Obligations in accordance with the terms of the Note, Security Instrument and other Loan Documents and the terms of this Guaranty as in effect on the date hereof.

14. Each Guarantor understands and acknowledge that by virtue of this Guaranty such Guarantor has specifically assumed any and all risks of a bankruptcy or reorganization case or proceeding affecting the Borrower; and, as an example and not by way of limitation, a subsequent modification of the Note, Security Instrument or other Loan Documents in any reorganization case concerning the Borrower shall not affect the obligation of such Guarantors to pay the Note and all other Indebtedness Hereby Guaranteed and to perform and observe all obligations in accordance with the original terms thereof.

15. Each Guarantor hereby agrees that if at any time all or any part of any payment theretofore applied by any of the Obligees to any Indebtedness Hereby Guaranteed is rescinded or returned by any of the Obligees for any reason whatsoever (including, without limitation, the insolvency, bankruptcy, liquidation or reorganization of any party), the Indebtedness Hereby Guaranteed shall, for the purposes of this Guaranty, be deemed to have continued in existence to the extent of such payment, notwithstanding such application by any of the Obligees, and this Guaranty shall continue to be effective or be reinstated, as the case may be, as to the Indebtedness Hereby Guaranteed, all as though such application by any of the Obligees had not been made.

16. Guarantors each hereby agree that this Guaranty shall be interpreted under and governed by the laws of the State of Delaware.

17. The Guarantors each hereby acknowledge and agree that for all purposes hereof all actions or proceedings in any way, manner or respect arising out of or relating to this Guaranty and the transactions

[redacted]

STATE OF WI Sheboygan County ss:
The foregoing instrument was acknowledged before me this 19 day of March, 2024

by Bruyette Enterprises North LLC, a Wisconsin Limited Liability Company

By:
Alexander Bruyette

Witness my hand and official seal.

My Commission Expires: 8-7-26

Notary Public

(Seal)

COURTNEY SLADKY NOTARY PUBLIC STATE OF WISCONSIN

[redacted]

A RESOLUTION in recognition of the service of **Julia Hart** to Mead Public Library.

WHEREAS, **Julia Hart** was first appointed to the Mead Public Library Board of Trustees in April 2024, and served in that role until August 2026, and

WHEREAS, **Julia Hart** served as Chair of the Arts and Facility Committee and participated diligently as a member of the Marketing Services Committee, and Building Committee, and

WHEREAS, **Julia Hart** helped promote Mead Public Library's vision of creating a vibrant, informed and cohesive community, and

WHEREAS, **Julia Hart** served as a model for the conduct of the responsibilities of a Library Trustee in a well-informed and reasoned manner, and

WHEREAS, **Julia Hart** took seriously her responsibilities as a board member and worked conscientiously for the benefit of the citizens of Sheboygan, and

NOW THEREFORE BE IT RESOLVED that the Mead Public Library Board does hereby publicly commend **Julia Hart** for the time and attention she so generously devoted to her responsibilities as a Trustee. The Board thanks her for her commitment in serving as a Mead Public Library Trustee and recognizes her service. The Mead Public Library wishes her all the best following her service to Sheboygan residents as a Library Trustee.

Dated 19th day of August, 2026

Garrett Erickson
Mead Library Director

Barbara Alvarez
Mead Library Board of Trustees President

CITY OF SHEBOYGAN
REPORT 27-26-27

BY MEAD LIBRARY BOARD OF TRUSTEES.

SEPTEMBER 21, 2026.

Submitting a resolution in recognition of the service of Julia Hart to Mead Public Library.

CITY OF SHEBOYGAN
RESOLUTION 101-26-27

BY ALDERPERSONS BOORSE AND CLOSE.

SEPTEMBER 21, 2026.

A RESOLUTION approving an amendment to the Project Plan and Boundaries of Tax Incremental District No. 21, City of Sheboygan, Wisconsin.

WHEREAS, the City of Sheboygan (the "City") has determined that use of Tax Incremental Financing is required to promote development and redevelopment within the City; and

WHEREAS, Tax Incremental District No. 21 (the "District") was created by the City on March 25, 2024 as a district in need of rehabilitation or conservation work; and

WHEREAS, the City now desires to amend the Project Plan and boundaries of the District (the "Amendment") in accordance with the provisions of Wisconsin Statutes Section 66.1105 (the "Tax Increment Law"); and

WHEREAS, such Amendment will add to the District as permitted under Wisconsin Statutes Section 66.1105(4)(h)2.

WHEREAS, an amended Project Plan for the District has been prepared that includes:

a. A statement listing of the kind, number and location of all proposed public works or improvements within the District, or to the extent provided in Wisconsin Statutes Sections 66.1105(2)(f)1.k. and 66.1105(2)(f)1.n., outside of the District;
b. An economic feasibility study;
c. A detailed list of estimated project costs;
d. A description of the methods of financing all estimated project costs and the time when the related costs or monetary obligations are to be incurred;
e. A map showing existing uses and conditions of real property in the District;
f. A map showing proposed improvements and uses in the District;
g. Proposed changes of zoning ordinances, master plan, map, building codes and City ordinances;
h. A list of estimated non-project costs;
i. A statement of the proposed plan for relocation of any persons to be displaced;
j. A statement indicating how the amendment of the District promotes the orderly development of the City;

k. An opinion of the City Attorney or of an attorney retained by the City advising that the Project Plan is complete and complies with Wisconsin Statutes Section 66.1105(4)(f).; and

WHEREAS, prior to its publication, a copy of the notice of public hearing was sent to the chief executive officers of Sheboygan County, the Sheboygan Area School District, and the Lakeshore College, and any other entities having the power to levy taxes on property located within the District, in accordance with the procedures specified in the Tax Increment Law; and

WHEREAS, prior to its publication, a copy of the notice of public hearing was also sent to the to owners of all property located within the territory proposed to be added to the District; and

WHEREAS, in accordance with the procedures specified in the Tax Increment Law, the Plan Commission, on August 26, 2026 held a public hearing concerning the proposed amendment to the Project Plan of the District, providing interested parties a reasonable opportunity to express their views thereon; and

WHEREAS, after said public hearing, the Plan Commission designated the boundaries of the amended district, adopted the Project Plan, and recommended to the Common Council that it amend the Project Plan and boundaries for the District.

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

1. The boundaries of the District named "Tax Incremental District No. 21, City of Sheboygan", are hereby amended as identified in Exhibit A of this Resolution.

2. The territory being added shall become part of the District effective as of January 1, 2026.

4. The Common Council finds and declares that:

   (a) Not less than 50% by area of the real property within the District, as amended, is in need of rehabilitation or conservation work within the meaning of Wisconsin Statutes Section 66.1337(2m)(a).

   (b) Based upon the finding stated in 3.a. above, the District was declared to be, and remains, a district in need of rehabilitation or conservation work based on the identification and classification of the property included within the District.

   (c) The improvement of such area is likely to enhance significantly the value of substantially all of the other real property in the District.

(d) The equalized value of the taxable property within the territory to be added to the District plus the value increment of all other existing tax incremental districts within the City, does not exceed 12% of the total equalized value of taxable property within the City.

(e) That there are no parcels to be added to the District that were annexed by the

(f) The City estimates that approximately 30% of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period, pursuant to Wisconsin Statutes Section 66.1105(5)(b).

(g) Project costs relate directly to promoting rehabilitation or conservation the area consistent with the purpose for which the District was created.

4. The Project Plan for "Tax Incremental District No. 21, City of Sheboygan" (see Exhibit B), as amended, is approved, and the City further finds the Project Plan is feasible and in conformity with the master plan of the City.

BE IT FURTHER RESOLVED THAT the City Clerk is hereby authorized and directed to apply to the Wisconsin Department of Revenue, in such form as may be prescribed, for a "Determination of Tax Incremental Base", as of January 1, 2026, pursuant to the provisions of Wisconsin Statutes Section 66.1105(5)(b).

BE IT FURTHER RESOLVED THAT pursuant to Section 66.1105(5)(f) of the Wisconsin Statutes that the City Assessor is hereby authorized and directed to identify upon the assessment roll returned and examined under Wisconsin Statutes Section 70.45, those parcels of property which are within the District, specifying thereon the name of the said District, and the City Clerk is hereby authorized and directed to make similar notations on the tax roll made under Section 70.65 of the Wisconsin Statutes.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL _____.

Presiding Officer

_____

Ryan Sorenson, Mayor, City of Sheboygan

Attest

_____

Meredith DeBruin, City Clerk, City of Sheboygan

EXHIBIT A -

LEGAL BOUNDARY DESCRIPTION
OR
MAP OF
TAX INCREMENTAL DISTRICT NO. 21
CITY OF SHEBOYGAN

[INCLUDED WITHIN PROJECT PLAN]

EXHIBIT B -

PROJECT PLAN

[DISTRIBUTED SEPARATELY]

September 21, 2026

PROJECT PLAN AMENDMENT #2

City of Sheboygan, Wisconsin

Tax Incremental District No. 21

Downtown, River Front, and Southeast Side

EHLERS
PUBLIC FINANCE ADVISORS

Prepared by:

Ehlers
N19W24400 Riverwood Drive,
Suite 100
Waukesha, WI 53188

BUILDING COMMUNITIES. IT'S WHAT WE DO.

KEY DATES

Organizational Joint Review Board Meeting Held:	August 26, 2026
Public Hearing Held:	August 26, 2026
Consideration by Plan Commission:	August 26, 2026
Consideration by Common Council:	September 21, 2026
Consideration by the Joint Review Board:	TBD

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SECTION 1:
Executive Summary

DESCRIPTION OF DISTRICT

Tax Incremental District ("TID") No. 21 ("District") is a 263 acre in need of rehabilitation or conservation District created on March 25, 2024 with the approval of the Project Plan dated on the same date (the "Plan"). The District is located throughout the City's downtown, river front, and near southside. The District can pay the costs of new public infrastructure, cleanup and demolition costs, land acquisition, development incentives and other project costs, all of which are required to rehabilitate and conserve the area within the District with needed development and redevelopment of a variety of housing developments, ancillary retail and commercial uses and ancillary public uses.

The District was amended in May 2025 ("Amendment #1") to:

- Add territory to the District as permitted under Wis. Stat. § 66.1105(4)(h)2. This was the first of four permitted territory amendments available to the District.
- Amend the definition of Project (and expand approved Project Costs) to include property acquisition costs related to the territory being added to the District as permitted under Wis. Stat. § 66.1105(4)(h)1.

Purpose of Amendment #2 The purpose of this amendment, referred to hereafter as "Amendment #2", is to:

- Add territory to the District as permitted under Wis. Stat. § 66.1105(4)(h)2. This is the second of four permitted territory amendments available to the District. Portions of the territory added overlay TID #17.

Estimated Total Project Cost Expenditures

This Amendment #2 will not change the total project cost expenditures. The total eligible projects approved in the Plan and Amendment #1 are unchanged. Total eligible expenditures for the District are $182,418,239.

Incremental Valuation

At the time of this Amendment #2, the City projects incremental value of approximately $343,138,700 will occur in the District. Creation of this additional value will be made possible by the Project Costs made within the District. A table detailing assumptions to the development timing and associated values is included in the Economic Feasibility Study located within this Amendment #2.

Expected Termination of District

Based on the Economic Feasibility Study located within Section 9 of this Amendment #2, the City anticipates that the District will generate sufficient tax increment to pay portions of eligible Project Costs within its allowable 27 years.

Summary of Findings

As required by Wis. Stat. § 66.1105, and as documented in this Amendment #2 and the exhibits contained and referenced herein, the following findings are made:

1. That "but for" the amendment of this District, the development projected to occur as detailed in the Plan as previously amended and as amended by this Amendment #2: 1) would not occur; or 2) would not occur in the manner, at the values, or within the timeframe desired by the City. In reaching this determination, the City has considered:

   (a) Representations from various developers that the extraordinary costs associated with demolition of structures and redevelopment of existing sites makes the proposed redevelopment projects not economically viable without public involvement and incentives; and

   (b) The investment needed to finance the public infrastructure necessary to allow for development and redevelopment within the District.

   Absent the use of tax increment financing, the City is unable to fully-fund the necessary infrastructure improvements.

2. The economic benefits of the District, as measured by increased employment, business and personal income, and property value, are sufficient to compensate for the cost of the improvements. In making this determination, the City has considered the following information:

   The expectation that developments will provide new employment and housing opportunities and benefits to local businesses as the developers will likely purchase goods and services from local suppliers, retailers, restaurants and service companies during the construction of the projects.

3. The benefits of the proposal outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing jurisdictions. As required by Wis. Stat. § 66.1105(4)(i)4., a calculation of the share of projected tax increments estimated to be paid by the owners of property in the overlying taxing jurisdictions has been prepared and can be found in this Amendment #2. However, because the projects within the District would not occur without the use of tax incremental financing, these tax increments

would not be paid but for the creation of the District. Accordingly, the City finds that the benefits expected to be realized as set forth in the Plan as previously amended and as amended by this Amendment #2 outweigh the value of the tax increments to be invested in the Project.

4. Not less than 50% by area of the real property within the District, as amended, is in need of rehabilitation or conservation work as defined by Wis. Stat. § 66.1337(2m)(a), or was in need of rehabilitation or conservation work as the time the District was created.

5. Based on the foregoing finding, the District remains designated as in need of rehabilitation and conservation.

6. The Project Costs relate directly to the rehabilitation or conservation of property and improvements in the District, consistent with the purpose for which the District is created.

7. Improvements to be made in the District are likely to significantly enhance the value of substantially all the other real property in the District.

8. The equalized value of taxable property within the District and the territory to be added to the District by this Amendment #2, plus the incremental value of all existing tax incremental districts within the City does not exceed 12% of the total equalized value of taxable property within the City.

9. The Plan as previously amended and as amended by this Amendment #2 is feasible and is in conformity with the Master Plan of the City.

10. The City estimates that approximately 30% of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period, pursuant to Wis. Stat. § 66.1105(5)(b).

11. That there are no parcels to be included within the District that were annexed by the City within the preceding three-year period.

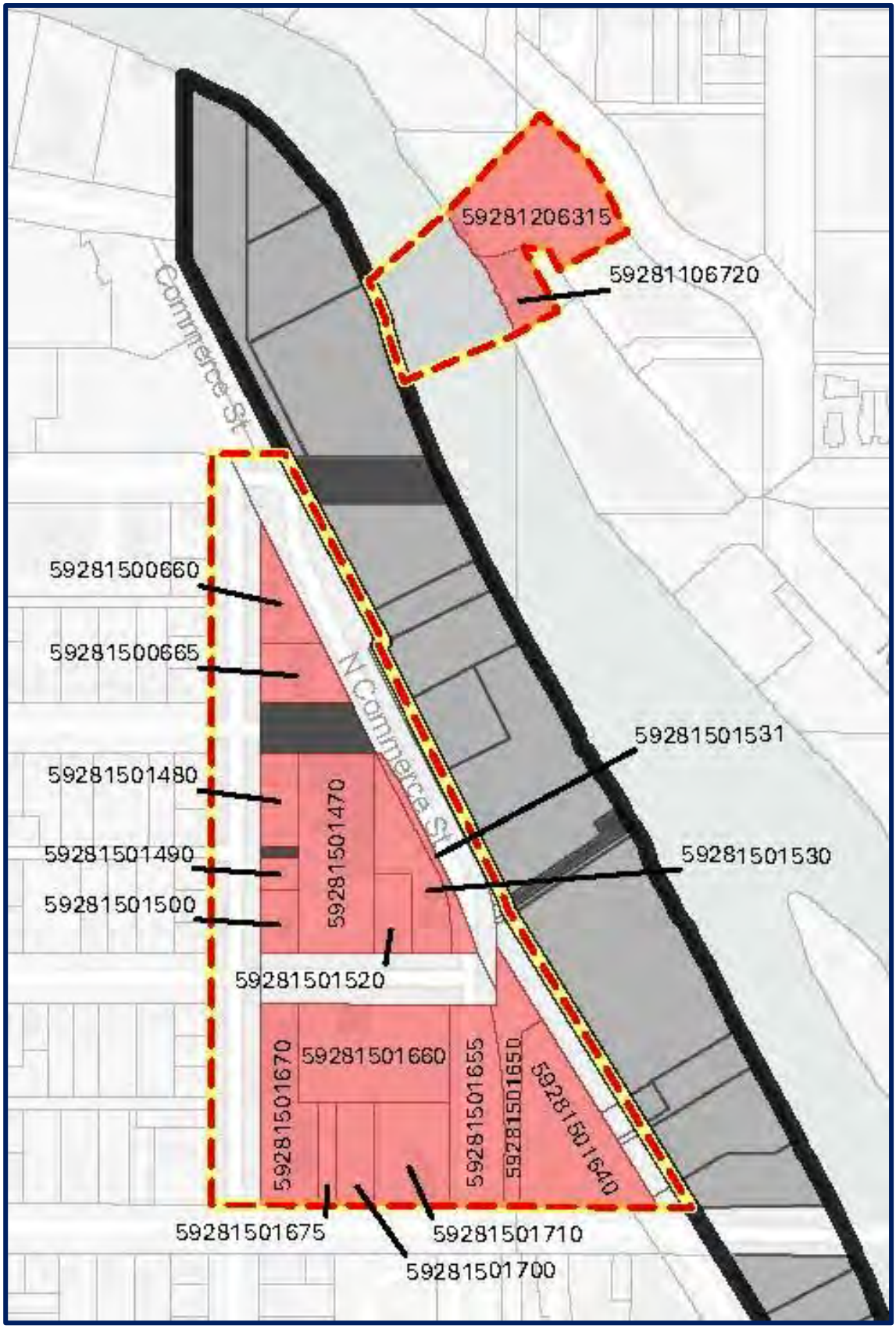
SECTION 2:
Preliminary Map of Original District Boundary and Territory to be Added

Maps found on following pages.

- Page 7: Overview of TID #21 boundary with parcels added through this Amendment #2 in red.
- Page 8: Detail of parcels being added through this Amendment #2.
- Page 9: Overview of TID #21 boundary with parcels added through this Amendment #2 and TID #17 overlay parcels.
- Page 10: Detail of TID #17 overlay parcels.

To the extent District boundaries include wetlands identified on a map prepared under Wis. Stat. § 23.32, the wetlands are excluded from the District.

Current Boundary
Proposed Parcels
Proposed Territory to be Added
Current TID Parcels
Parcel lines as of 1/1/26
Alley or Right-of-Way
TID 21 Preliminary Map
City of Sheboygan
Sheboygan County, WI
0 0.05 0.1 0.2 Miles
City of Sheboygan
North
Date Exported: 7/31/2026 4:17 PM
Path: N:\ArcProProjects\Planning\Development\TID21.aprx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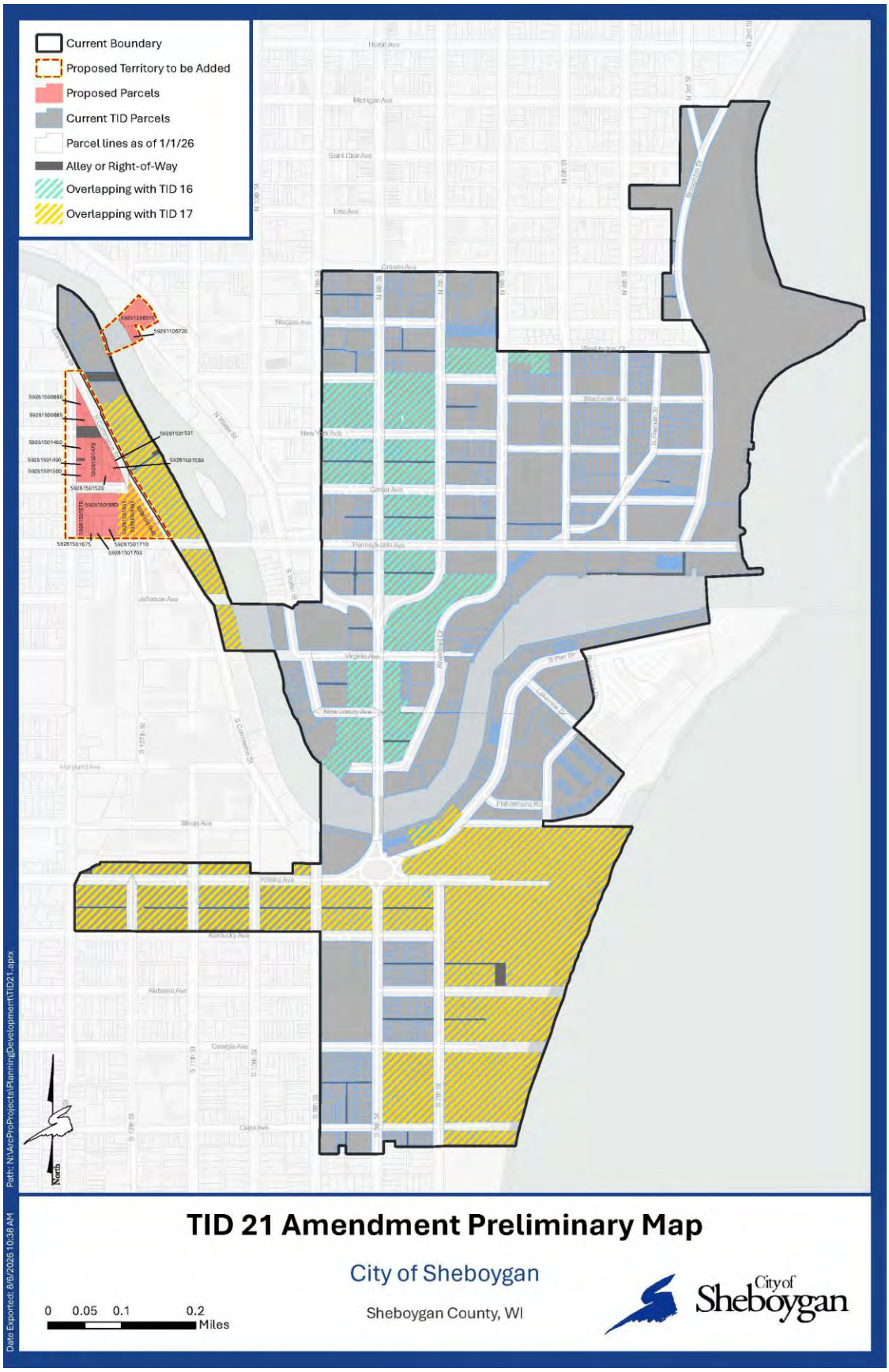
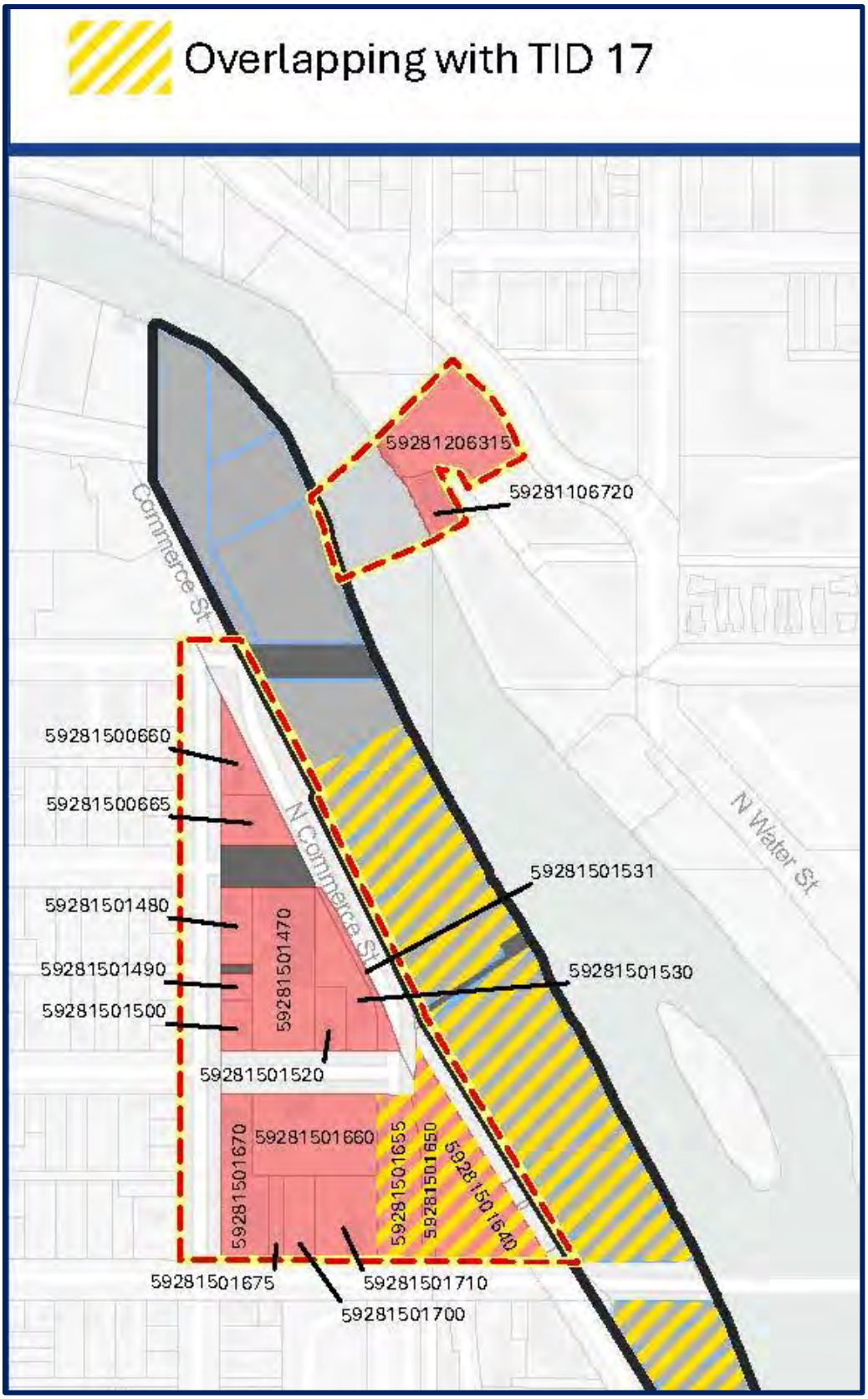

Current Boundary
Proposed Territory to be Added
Proposed Parcels
Current TID Parcels
Parcel lines as of 1/1/26
Alley or Right-of-Way
Overlapping with TID 16
Overlapping with TID 17
TID 21 Amendment Preliminary Map
City of Sheboygan
Sheboygan County, WI
0 0.05 0.1 0.2 Miles
City of Sheboygan
North
Path: N:\ArcProProjects\Planning\DevelopmentTID21.aprx
Date Exported: 8/6/2026 10:38 AM


Overlapping with TID 17
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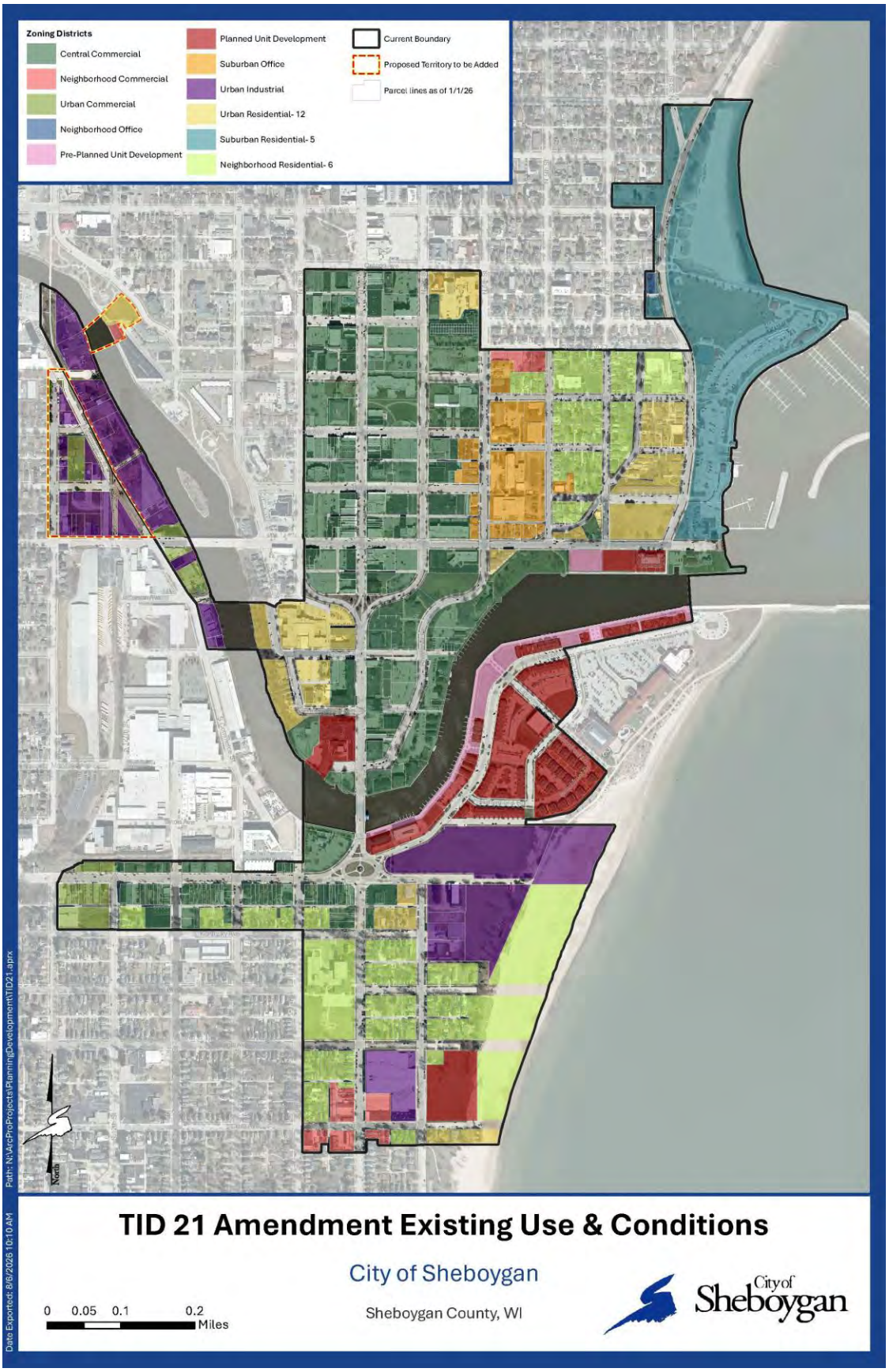
59281106720
Commerce St
59281500660
59281500665
N Commerce St
N Water St
59281501531
59281501480
59281501470
59281501490
59281501530
59281501500
59281501520
59281501660
59281501670
59281501655
59281501650
59281501640
59281501675
59281501710
59281501700

SECTION 3:

Map Showing Existing Uses and Conditions Within the Territory to be Added

Map found on following page.


Zoning Districts
Central Commercial
Neighborhood Commercial
Urban Commercial
Neighborhood Office
Pre-Planned Unit Development
Planned Unit Development
Suburban Office
Urban Industrial
Urban Residential- 12
Suburban Residential- 5
Neighborhood Residential- 6
Current Boundary
Proposed Territory to be Added
Parcel lines as of 1/1/26
North
Path: N:\ArcProProjects\PlanningDevelopment\TID21.aprx
Date Exported: 8/6/2026 10:10 AM
TID 21 Amendment Existing Use & Conditions
City of Sheboygan
Sheboygan County, WI
0 0.05 0.1 0.2
Miles
City of Sheboygan

SECTION 4:
Preliminary Identification of Parcels to be Added

Calculation of Estimated Base Value[1]

	Assessed Value			Equalized Value			Overlapping TID
Parcel	Land	Improvement	Total	Land	Improvement	Total	
59281206315	0	0	**0**	0	0	**0**	
59281106720	0	0	**0**	0	0	**0**	
59281500660	14,600	81,900	**96,500**	15,000	84,400	**99,400**	
59281500665	18,600	8,000	**26,600**	19,200	8,200	**27,400**	
59281501480	16,200	115,000	**131,200**	16,700	118,500	**135,200**	
59281501490	8,800	92,200	**101,000**	9,100	95,000	**104,100**	
59281501500	13,200	41,600	**54,800**	13,600	42,900	**56,500**	
59281501520	12,500	69,700	**82,200**	12,900	71,800	**84,700**	
59281501470	61,300	84,800	**146,100**	63,200	87,400	**150,600**	
59281501531	0	0	**0**	0	0	**0**	
59281501530	31,200	110,000	**141,200**	32,200	113,400	**145,600**	
59281501670	56,800	668,000	**724,800**	58,500	688,400	**746,900**	
59281501660	61,300	111,900	**173,200**	63,200	115,300	**178,500**	
59281501675	9,800	0	**9,800**	10,100	0	**10,100**	
59281501700	35,200	0	**35,200**	36,300	0	**36,300**	
59281501710	68,400	92,100	**160,500**	70,500	94,900	**165,400**	
59281501655	0	0	**0**	0	0	**0**	TID #17
59281501650	0	0	**0**	0	0	**0**	TID #17
59281501640	0	0	**0**	0	0	**0**	TID #17
TOTALS	**407,900**	**1,475,200**	**1,883,100**	**420,500**	**1,520,200**	**1,940,700**	

1) Values as of 1/1/2025. Actual base value will be as of 1/1/2026.

2). Assessment ratio of 97.04%.

Parcel Data

List #	Parcel Number	Owner	Acres	Acres Rehab/ Conservation	Rehab/ Conservation Condition
Existing TID Area (original and amendment #1 area less wetlands)			263.18	136.92	
1	59281206315	REDEVELOPMENT AUTHORITY OF SHEBOYGAN	0.80	0.80	Condition 3
2	59281106720	CITY OF SHEBOYGAN	0.19	0.19	Condition 3
3	59281500660	LAKESHORE SERVICE GARAGE LLC	0.21	0.21	Condition 1
4	59281500665	OTTER CREEK IRREVOCABLE TRUST	0.26	0.26	
5	59281501480	DEOSI PROPERTIES LLC	0.21		
6	59281501490	RANDALL S SCHAAL	0.07		
7	59281501500	RICARDO MONTES DE OCA	0.14		
8	59281501520	ATD PROPERTIES LLC	0.17	0.17	Condition 1
9	59281501470	RANDALL SCOTT SCHAAL	0.88	0.88	Condition 1
10	59281501531	CITY OF SHEBOYGAN	0.13		
11	59281501530	DANIEL R & SUSAN M CIMAROSTI	0.41	0.41	Condition 1
12	59281501670	LW ACQUISITIONS LLC	0.55	0.55	Condition 1
13	59281501660	1217 CENTER AVENUE REAL ESTATE LLC	0.88	0.88	Condition 1
14	59281501675	MILLENNIUM PROPERTIES INC	0.11	0.11	Condition 1
15	59281501700	MILLENNIUM PROPERTIES INC	0.22	0.22	Condition 1
16	59281501710	MILLENNIUM PROPERTIES INC	0.44	0.44	Condition 1
17	59281501655	CITY OF SHEBOYGAN	0.56	0.56	Condition 3
18	59281501650	SHEBOYGAN COUNTY WISCONSIN PLANNING DEPT	0.31	0.31	Condition 3
19	59281501640	REDEVELOPMENT AUTHORITY OF THE CITY OF SHEBOYGAN	0.88	0.88	Condition 3
TOTALS			270.58	143.78	

Percentage of TID Area Designated as in Need of Rehabilitation or Conservation (at least 50%)	53.14%

Rehabilitation Conditions:

Condition 1 Carrying out plans for a program of voluntary or compulsory repair and rehabilitation of buildings or other improvement

Condition 2 Acquisition of real property and demolition, removal or rehabilitation of buildings and improvements on the property where necessary to eliminate unhealthful, unsanitary or unsafe conditions, lessen density, reduce traffic hazards, eliminate obsolete or other uses detrimental to the public welfare, to otherwise remove or prevent the spread of blight or deterioration, or to provide land for needed

Condition 3 Installation, construction or reconstruction of streets, utilities, parks, playgrounds, and other improvements necessary for carrying out the objectives of the urban renewal project.

Condition 4 The disposition, for uses in accordance with the objectives of the urban renewal project, of any property acquired in the area of the project. The disposition shall be in the manner prescribed in this section for the disposition of property in a redevelopment project area. "Urban renewal project" includes undertakings and activities for the elimination and for the prevention of the development or spread of slums or blighted, deteriorated or deteriorating areas and may involve any work or undertaking for this purpose constituting a redevelopment project or any rehabilitation or conservation work, or any combination of the undertaking or work

SECTION 5:
Equalized Value Test

The following calculations demonstrate that the City expects to be in compliance with Wis. Stat. § 66.1105(4)(gm)4.c., which requires that the equalized value of the taxable property proposed to be added to the District, plus the value increment of all existing tax incremental districts, does not exceed 12% of the total equalized value of taxable property within the City.

The equalized value of the increment of existing tax incremental districts within the City, plus the value of the territory proposed to be added to the District, totals $201,921,500. This value is less than the maximum of $661,293,468 in equalized value that is permitted for the City.

Valuation Test Compliance Calculation		
Calculation of City Equalized Value Limit		
City TID IN Equalized Value (Jan. 1, 2026)	$	5,510,778,900
TID Valuation Limit @ 12% of Above Value	**$**	**661,293,468**
Calculation of Value Subject to Limit		
Estimated Base Value of Territory to be Included in District	$	1,940,700
Incremental Value of Existing Districts (Jan. 1, 2026)	$	199,980,800
Less: Value of Underlying TID Parcels	$	-
Total Value Subject to 12% Valuation Limit	**$**	**201,921,500**
Total Percentage of TID IN Equalized Value		3.66%
Residual Value Capacity of TID IN Equalized Value	$	459,371,968

SECTION 6:
Statement Listing the Kind, Number and Location of All Proposed Public Works or Improvements Within the District

No changes to Project Costs are planned. The "Statement Listing the Kind, Number and Location of All Proposed Public Works or Improvements Within the District" included in the District's Plan as amended by Amendment #1 remains unchanged and is incorporated by reference as part of this Amendment #2.

Property, Right-of-Way and Easement Acquisition

Property Acquisition for Development

To promote and facilitate development the City may acquire property within the District. The cost of property acquired, and any costs associated with the transaction, are eligible Project Costs. Following acquisition, other Project Costs within the categories detailed in this Section may be incurred to make the property suitable for development. Any revenue received by the City from the sale of property acquired pursuant to the execution of this Amendment #2 will be used to reduce the total project costs of the District. If total Project Costs incurred by the City to acquire property and make it suitable for development exceed the revenues or other consideration received from the sale or lease of that property, the net amount shall be considered "real property assembly costs" as defined in Wis. Stat. § 66.1105(2)(f)1.c., and subject to recovery as an eligible Project Cost.

Property Acquisition for Conservancy

To promote the objectives of this Amendment #2, the City may acquire property within the District that it will designate for conservancy. These conservancy objectives include: preserving historic resources or sensitive natural features; protection of scenic and historic views; maintaining habitat for wildlife; maintaining adequate open space; reduction of erosion and sedimentation by preserving existing vegetation; and providing adequate areas for management of stormwater. The cost of property acquired for conservancy, and any costs associated with the transaction, are eligible Project Costs.

Acquisition of Rights-of-Way

The City may need to acquire property to allow for installation of streets, driveways, sidewalks, utilities, stormwater management practices and other

public infrastructure. Costs incurred by the City to identify, negotiate and acquire rights-of-way are eligible Project Costs.

Acquisition of Easements

The City may need to acquire temporary or permanent easements to allow for installation and maintenance of streets, driveways, sidewalks, utilities, stormwater management practices and other public infrastructure. Costs incurred by the City to identify, negotiate and acquire easement rights are eligible Project Costs.

Relocation Costs

If relocation expenses are incurred in conjunction with the acquisition of property, those expenses are eligible Project Costs. These costs may include but are not limited to: preparation of a relocation plan; allocations of staff time; legal fees; publication of notices; obtaining appraisals; and payment of relocation benefits as required by Wis. Stat. Chapter 32 and Wis. Admin. Code ADM 92.

Site Preparation Activities

Environmental Audits and Remediation

If it becomes necessary to evaluate any land or improvement within the District, any cost incurred by the City related to environmental audits, testing, and remediation are eligible Project Costs.

Demolition

To make sites suitable for development, the City may incur costs related to demolition and removal of structures or other land improvements, to include abandonment of wells or other existing utility services.

Site Grading

Land within the District may require grading to make it suitable for development, to provide access, and to control stormwater runoff. The City may need to remove and dispose of excess material, or bring in fill material to provide for proper site elevations. Expenses incurred by the City for site grading are eligible Project Costs.

Utilities

Sanitary Sewer System Improvements

To allow development to occur, the City may need to construct, alter, rebuild or expand sanitary sewer infrastructure within the District. Eligible Project

Costs include, but are not limited to, construction, alteration, rebuilding or expansion of: collection mains; manholes and cleanouts; service laterals; force mains; interceptor sewers; pumping stations; lift stations; wastewater treatment facilities; and all related appurtenances. To the extent sanitary sewer projects undertaken within the District provide direct benefit to land outside of the District, the City will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the implementation of the Amendment #2, are eligible Project Costs. Implementation of the Amendment #2 may also require that the City construct, alter, rebuild or expand sanitary sewer infrastructure located outside of the District. That portion of the costs of sanitary sewer system projects undertaken outside the District which are necessitated by the implementation of the Amendment #2 are eligible Project Costs.

Water System Improvements

To allow development to occur, the City may need to construct, alter, rebuild or expand water system infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of: distribution mains; manholes and valves; hydrants; service laterals; pumping stations; wells; water treatment facilities; storage tanks and reservoirs; and all related appurtenances. To the extent water system projects undertaken within the District provide direct benefit to land outside of the District, the City will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the implementation of the Amendment #2, are eligible Project Costs. Implementation of the Amendment #2 may also require that the City construct, alter, rebuild or expand water system infrastructure located outside of the District. That portion of the costs of water system projects undertaken outside the District which are necessitated by the implementation of the Amendment #2 are eligible Project Costs.

Stormwater Management System Improvements

Development within the District will cause stormwater runoff. To manage this stormwater runoff, the City may need to construct, alter, rebuild or expand stormwater management infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of: stormwater collection mains; inlets, manholes and valves; service laterals; ditches; culvert pipes; box culverts; bridges; stabilization of stream and river banks; and infiltration, filtration and detention Best Management Practices (BMP's). To the extent stormwater management system projects undertaken within the District provide direct benefit to land outside of the District, the City

will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the implementation of the Amendment #2, are eligible Project Costs. Implementation of the Amendment #2 may also require that the City construct, alter, rebuild or expand stormwater management infrastructure located outside of the District. That portion of the costs of stormwater management system projects undertaken outside the District which are necessitated by the implementation of the Amendment #2 are eligible Project Costs.

Electric Service

To create sites suitable for development, the City may incur costs to provide, relocate or upgrade electric services. Relocation may require abandonment and removal of existing poles or towers, installation of new poles or towers, or burying of overhead electric lines. Costs incurred by the City to undertake this work are eligible Project Costs.

Gas Service

To create sites suitable for development, the City may incur costs to provide, relocate or upgrade gas mains and services. Costs incurred by the City to undertake this work are eligible Project Costs.

Communications Infrastructure

To create sites suitable for development, the City may incur costs to provide, relocate or upgrade infrastructure required for voice and data communications, including, but not limited to: telephone lines, cable lines and fiber optic cable. Costs incurred by the City to undertake this work are eligible Project Costs.

Streets and Streetscape

Street Improvements

To allow development to occur, the City may need to construct or reconstruct streets, highways, alleys, access drives and parking areas. Eligible Project Costs include, but are not limited to: excavation; removal or placement of fill; construction of road base; asphalt or concrete paving or repaving; installation of curb and gutter; installation of sidewalks and bicycle lanes; installation of culverts, box culverts and bridges; rail crossings and signals; utility relocation, to include burying overhead utility lines; street lighting; installation of traffic control signage and traffic signals; pavement marking; right-of-way restoration; installation of retaining walls; and installation of fences, berms, and landscaping.

Streetscaping and Landscaping

To attract development consistent with the objectives of this Amendment #2, the City may install amenities to enhance development sites, rights-of-way and other public spaces. These amenities include but are not limited to: landscaping; lighting of streets, sidewalks, parking areas and public areas; installation of planters, benches, clocks, tree rings, trash receptacles and similar items; and installation of brick or other decorative walks, terraces and street crossings. These and any other similar amenities installed by the City are eligible Project Costs.

Community Development

Cash Grants (Development Incentives)

The City may enter into agreements with property owners, lessees, or developers of land located within the District for sharing costs to encourage the desired kind of improvements and assure tax base is generated sufficient to recover Project Costs. No cash grants will be provided until the City executes a developer agreement with the recipient of the cash grant. Any payments of cash grants made by the City are eligible Project Costs.

Contribution to Redevelopment Authority (RDA)

As provided for in Wis. Stat. § 66.1105(2)(f)1.h and Wis. Stat. § 66.1333(13), the City may provide funds to its RDA to be used for administration, planning operations, and capital costs, including but not limited to real property acquisition, related to the purposes for which it was established in furtherance of any redevelopment or urban renewal project. Funds provided to the RDA for this purpose are eligible Project Costs.

Revolving Loan/Grant Program (Development Incentives)

To encourage private development consistent with the objectives of this Amendment #2, the City, through its RDA, may provide loans or grants to eligible property owners in the District. Eligible improvements will be those that are likely to improve the value of the property, enhance the visual appearance of the property and surrounding area, correct safety deficiencies, or as otherwise specified by the RDA in the program manual. Any funds returned to the RDA from the repayment of loans made are not considered revenues to the District and will not be used to offset District Project Costs. Instead, these funds may be placed into a revolving fund and will continue to be used for the program purposes stated above. Any funds provided to the RDA for purposes of implementing this program are considered eligible Project Costs.

Municipal Revenue Obligations (MRO's) (Development Incentives)

The City may enter into agreements with property owners, lessees or developers of land located within the District for sharing costs to encourage the desired kind of improvements and a guaranteed increment value through a Municipal Revenue Obligation ("MRO"). Terms of an MRO may be negotiated specifically with each property owner, lessee or developer, as applicable, and approved by the City Council. No MRO payments will be provided until the City executes a development agreement with the applicable party(ies) and the agreed upon increment is generated. Any payments related to an MRO executed by the City are eligible Project Costs.

Miscellaneous

Rail Spur

To allow for development, the City may incur costs for installation of a rail spur or other railway improvements to serve development sites located within the District.

Projects Outside the Tax Increment District

Pursuant to Wis. Stat. § 66.1105(2)(f)1.n, the City may undertake projects within territory located within one-half mile of the boundary of the District, provided that: 1) the project area is located within the City's corporate boundaries; and 2) the projects are approved by the Joint Review Board. The cost of projects completed outside the District pursuant to this section are eligible Project Costs and may include any Project Cost that would otherwise be eligible if undertaken within the District. The City intends to make the following Project Cost expenditures outside the District previously approved:

1) Pennsylvania Avenue Bridge - $120,000

Professional Service and Organizational Costs

The costs of professional services rendered, and other costs incurred, in relation to the creation, amendment, administration or termination of the District, and the undertaking of the projects contained within this Amendment #2, are eligible Project Costs. Professional services include, but are not limited to: architectural; environmental; planning; engineering; legal; audit; financial; and the costs of informing the public with respect to the creation or amendment of the District and the implementation of the Plan and this Amendment #2.

Administrative Costs

The City may charge to the District as eligible Project Costs reasonable allocations of administrative costs, including, but not limited to, employee

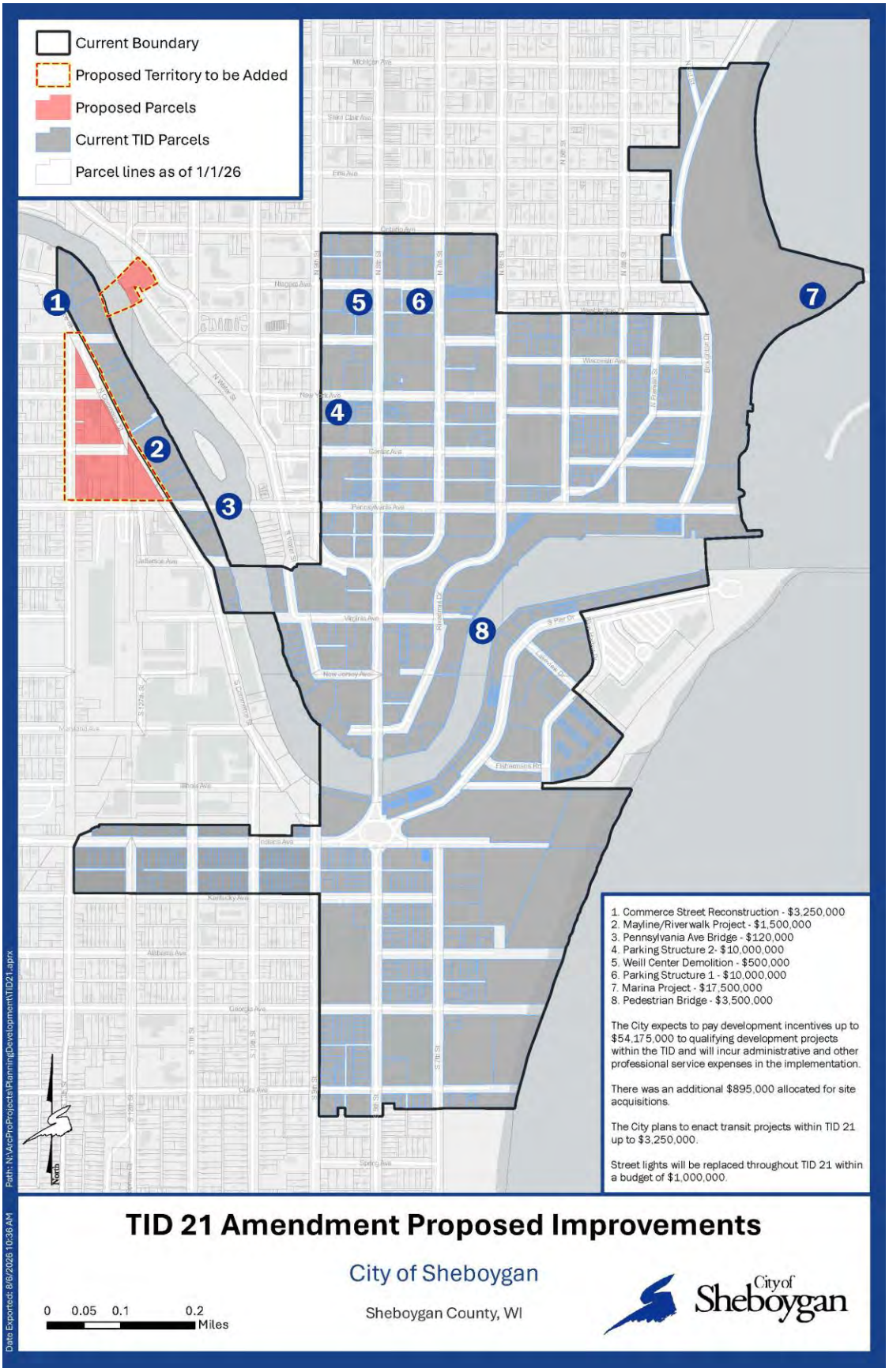
salaries. Costs allocated will bear a direct connection to the time spent by City employees relating to the implementation of the Plan and this Amendment #2.

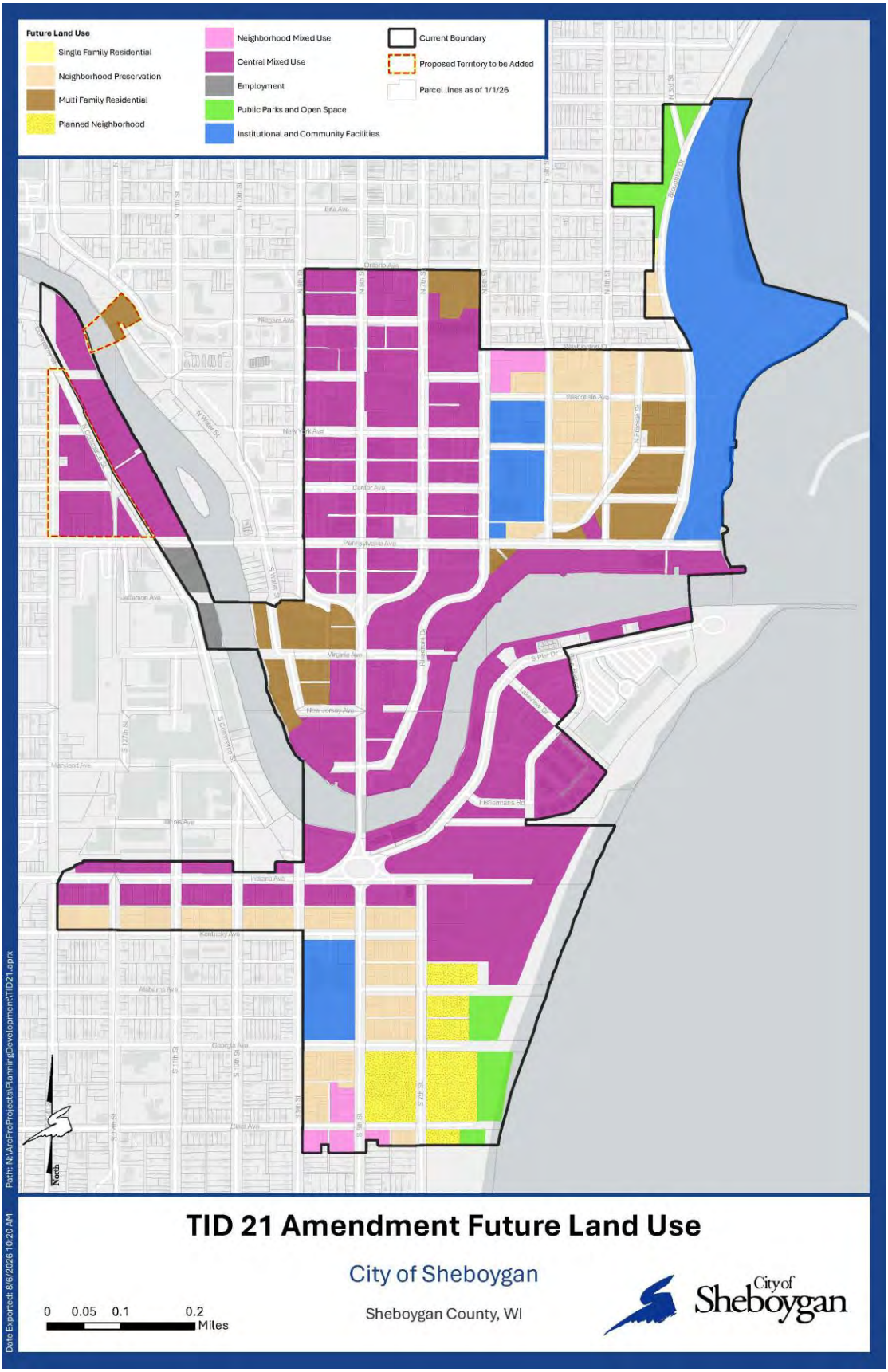
Financing Costs

Interest expense, debt issuance expenses, redemption premiums, and any other fees and costs incurred in conjunction with obtaining financing for projects undertaken under this Amendment #2 are eligible Project Costs.

SECTION 7:
Map Showing Proposed Improvements and Uses Within the Territory to be Added

There are no changes to the proposed improvements. The current improvements map is incorporated for reference on page 23. The future land use map is on page 24.


Current Boundary
Proposed Territory to be Added
Proposed Parcels
Current TID Parcels
Parcel lines as of 1/1/26
1. Commerce Street Reconstruction - $3,250,000
2. Mayline/Riverwalk Project - $1,500,000
3. Pennsylvania Ave Bridge - $120,000
4. Parking Structure 2- $10,000,000
5. Weill Center Demolition - $500,000
6. Parking Structure 1 - $10,000,000
7. Marina Project - $17,500,000
8. Pedestrian Bridge - $3,500,000
The City expects to pay development incentives up to $54,175,000 to qualifying development projects within the TID and will incur administrative and other professional service expenses in the implementation.
There was an additional $895,000 allocated for site acquisitions.
The City plans to enact transit projects within TID 21 up to $3,250,000.
Street lights will be replaced throughout TID 21 within a budget of $1,000,000.
TID 21 Amendment Proposed Improvements
City of Sheboygan
Sheboygan County, WI
0 0.05 0.1 0.2 Miles
City of Sheboygan
North
Path: N:\ArcProProjects\Planning\Development\TID21.aprx
Date Exported: 8/6/2026 10:36 AM


Future Land Use
Single Family Residential
Neighborhood Preservation
Multi Family Residential
Planned Neighborhood
Neighborhood Mixed Use
Central Mixed Use
Employment
Public Parks and Open Space
Institutional and Community Facilities
Current Boundary
Proposed Territory to be Added
Parcel lines as of 1/1/26
North
Path: N:\ArcProProjects\PlanningDevelopment\TID21.aprx
Date Exported: 8/6/2026 10:20 AM
TID 21 Amendment Future Land Use
City of Sheboygan
Sheboygan County, WI
0 0.05 0.1 0.2 Miles
City of Sheboygan

SECTION 8:
Detailed List of Estimated Project Costs

No changes to Project Costs are planned. The "Detailed List of Estimated Project Costs" included in the Plan as amended by Amendment #1 remains unchanged and is incorporated by reference as part of this Amendment #2.

Certain Project Costs listed may become unnecessary, and other Project Costs not currently identified may need to be made. Section 6 details the general categories of eligible Project Costs. Changes in Project Cost totals or the types of Project Costs to be incurred will not require that the Plan be amended. The Plan is not meant to be a budget nor an appropriation of funds for specific Project Costs, but a framework within which to manage Project Costs.

While the City can reallocate costs between projects as necessary, all expenditures will require separate approval by the City's Common Council. The City expects to review planned TID expenditures and projected increment within the District prior to approving capital expenditures or developer incentives to determine if it is feasible for the District to support the proposed costs.

Detailed List of Estimated Project Costs - Prior Project Plans (No Changes)

Project Name/Type	Original Plan	First Amend.	Non Project Costs	Totals
Vacant Commercial Building	4,000,000			**4,000,000**
Vacant Manufacturing Building	4,000,000			**4,000,000**
Parking Structure No. 1	10,000,000			**10,000,000**
Commercial Space (Hotel)	4,000,000			**4,000,000**
Parking Structure No. 2	10,000,000			**10,000,000**
Mayline Site Clean Up	3,000,000			**3,000,000**
Pedestrian Bridge	3,500,000			**3,500,000**
Development Incentives	54,175,000			**54,175,000**
South Point Land Purchases	10,000,000			**10,000,000**
Mayline River Walk/Shoreline Restoration	1,500,000			**1,500,000**
Weil Center Site Demo	500,000			**500,000**
Marina Project	17,500,000			**17,500,000**
Penn Ave. Bridge[1]	120,000		(60,000)	**60,000**
City Costs (Reimbursments)	1,400,000			**1,400,000**
Street Lights (Place Making)	1,000,000			**1,000,000**
Commerce Street Reconstruction	3,250,000			**3,250,000**
Property Acquisition/Demotlition		895,000		**895,000**
Interest on Long Term Debt	52,611,675			**52,611,675**
Financing Costs	481,500			**481,500**
Ongoing Planning & Administrative Costs	545,064			**545,064**
	181,583,239	**895,000**	**(60,000)**	**182,418,239**

Notes:

1. Was approved as a one half mile radius project.

SECTION 9:
Economic Feasibility Study, Description of the Methods of Financing Estimated Project Costs and the Time When Related Costs or Monetary Obligations are to be Incurred

This Section includes an updated forecast of the valuation increases expected within the District, the associated tax increment collections, a summary of how remaining Project Costs could be financed, and a projected cash flow demonstrating that the District remains economically feasible.

Key Assumptions

The development within the District is anticipated to generate approximately $343 million in incremental value **(Table 1).** Assuming the 2025 levy/2026 budget equalized TID Interim tax rate of $15.41 per thousand of equalized value, and no economic appreciation or depreciation, the development would generate $116.5 million in incremental tax revenue over the 27-year term of the District as shown in **Table 2**.

The cash flow exhibit **(Table 3)** illustrates potential project costs that can be supported by development within the District. Additional Project Costs can be funded if tax increment is sufficient to support the costs. The District is projected to accumulate sufficient funds by the year 2052 to pay off Project Cost liabilities and obligations. The projected closure is based on the various assumptions noted in the Plan as previously amended and as amended by this Amendment #2 and will vary dependent on actual Project Costs incurred and the actual amount of tax increments collected. The cash flow exhibit is an illustration of how Project Costs could be funded and does not represent a commitment by the City to proceed with a specific project or fund it in a particular manner.

Table 1 – Development Assumptions

Development Assumptions

Construction Year		Actual	South Lake Front Total Value	River Front Total Value	Downtown Total Value	Blue Harbor Area Total Value	North Downtown Total Value	Annual Total	Construction Year	
1	2024	6,186,100						**6,186,100**	2024	1
2	2025	(4,037,400)						**(4,037,400)**	2025	2
3	2026		40,000,000					**40,000,000**	2026	3
4	2027				14,800,000			**14,800,000**	2027	4
5	2028			69,000,000				**69,000,000**	2028	5
6	2029				47,190,000	5,000,000		**52,190,000**	2029	6
7	2030						110,000,000	**110,000,000**	2030	7
8	2031		55,000,000					**55,000,000**	2031	8
9	2032							**0**	2032	9
10	2033							**0**	2033	10
11	2034							**0**	2034	11
12	2035							**0**	2035	12
13	2036							**0**	2036	13
14	2037							**0**	2037	14
15	2038							**0**	2038	15
16	2039							**0**	2039	16
17	2040							**0**	2040	17
18	2041							**0**	2041	18
19	2042							**0**	2042	19
20	2043							**0**	2043	20
21	2044							**0**	2044	21
22	2045							**0**	2045	22
23	2046							**0**	2046	23
24	2047							**0**	2047	24
25	2048							**0**	2048	25
26	2049							**0**	2049	26
27	2050							**0**	2050	27
	Totals	**2,148,700**	**95,000,000**	**69,000,000**	**61,990,000**	**5,000,000**	**110,000,000**	**343,138,700**		

Notes:

Table 2 – Tax Increment Projection Worksheet

Tax Increment Projection Worksheet

Type of District	Rehabilitation	
District Creation Date	March 25, 2024	
Valuation Date	Jan 1,	2024
Max Life (Years)	27	
End of Expenditure Period	22	3/25/2046
Revenue Periods/Final Year	27	2052
Extension Eligibility/Years	Yes	3
Eligible Recipient District	Yes	

Base Value	270,966,400
Economic Change Factor	
Apply to Base Value	
Base Tax Rate	
Rate Adjustment Factor	0.00%

	Construction Year	Value Added	Valuation Year	Economic Change	Total Increment	Revenue Year	Tax Rate	Tax Increment
1	**2024**	**6,186,100**	**2025**	**0**	**6,186,100**	**2026**	**$15.41**	**95,322**
2	**2025**	**-4,037,400**	**2026**	**0**	**2,148,700**	**2027**	$15.41	**33,111**
3	2026	40,000,000	2027	0	42,148,700	2028	$15.41	**649,511**
4	2027	14,800,000	2028	0	56,948,700	2029	$15.41	**877,579**
5	2028	69,000,000	2029	0	125,948,700	2030	$15.41	**1,940,869**
6	2029	52,190,000	2030	0	178,138,700	2031	$15.41	**2,745,117**
7	2030	110,000,000	2031	0	288,138,700	2032	$15.41	**4,440,217**
8	2031	55,000,000	2032	0	343,138,700	2033	$15.41	**5,287,767**
9	2032	0	2033	0	343,138,700	2034	$15.41	**5,287,767**
10	2033	0	2034	0	343,138,700	2035	$15.41	**5,287,767**
11	2034	0	2035	0	343,138,700	2036	$15.41	**5,287,767**
12	2035	0	2036	0	343,138,700	2037	$15.41	**5,287,767**
13	2036	0	2037	0	343,138,700	2038	$15.41	**5,287,767**
14	2037	0	2038	0	343,138,700	2039	$15.41	**5,287,767**
15	2038	0	2039	0	343,138,700	2040	$15.41	**5,287,767**
16	2039	0	2040	0	343,138,700	2041	$15.41	**5,287,767**
17	2040	0	2041	0	343,138,700	2042	$15.41	**5,287,767**
18	2041	0	2042	0	343,138,700	2043	$15.41	**5,287,767**
19	2042	0	2043	0	343,138,700	2044	$15.41	**5,287,767**
20	2043	0	2044	0	343,138,700	2045	$15.41	**5,287,767**
21	2044	0	2045	0	343,138,700	2046	$15.41	**5,287,767**
22	2045	0	2046	0	343,138,700	2047	$15.41	**5,287,767**
23	2046	0	2047	0	343,138,700	2048	$15.41	**5,287,767**
24	2047	0	2048	0	343,138,700	2049	$15.41	**5,287,767**
25	2048	0	2049	0	343,138,700	2050	$15.41	**5,287,767**
26	2049	0	2050	0	343,138,700	2051	$15.41	**5,287,767**
27	2050	0	2051	0	343,138,700	2052	$15.41	**5,287,767**
	Totals	**343,138,700**		**0**			**Future Value of Increment**	**116,537,076**

Table 3 – Cash Flow

Cash Flow Projection

	Projected Revenues						Projected Expenditures												Balances			
Year	Tax Increments	Interest Earnings	FHA Grant	Water Utility Payment	Debt Proceeds	**Total Revenues**	Total Debt Service	MRO #1 Malibu Apt $8,000,000	MRO #2 Riverview District LLC $9,150,000	MRO #3 Waterside $2,800,000	MRO #4 Weill Center Foundation $500,000	MRO #5 Harbor View Lofts Apts $4,460,400	MRO #5 Harbor View Lofts Town Homes $299,600	Potential Future Incentive Allowance	Capital Outlay	Debt Issuance Costs	Ongoing Professional Services & Administration	**Total Expenditures**	Annual	Cumulative	Liabilities Outstanding	Year
2024																				**1,442,430**		2024
2025		39,310	339,977	94,066	6,525,036	**6,998,389**	360,260				331,876				6,899,972	180,414	136,179	**7,908,701**	(910,312)	532,118		2025
2026	95,322					**95,322**	652,254				168,124				750,000		67,000	**1,637,378**	(1,542,056)	(1,009,938)	21,800,000	2026
2027	33,111					**33,111**	834,589	204,766									67,000	**1,106,355**	(1,073,243)	(2,083,181)	21,395,234	2027
2028	649,511					**649,511**	907,464	585,546									67,000	**1,560,010**	(910,498)	(2,993,679)	20,524,688	2028
2029	877,579					**877,579**	1,058,964	585,546									67,000	**1,711,510**	(833,930)	(3,827,610)	36,194,142	2029
2030	1,940,869					**1,940,869**	1,055,714	585,546	797,422	161,796		257,741	17,312				67,000	**2,942,530**	(1,001,660)	(4,829,270)	33,899,326	2030
2031	2,745,117					**2,745,117**	1,124,589	585,546	797,422	161,796		257,741	17,312				67,000	**3,011,405**	(266,287)	(5,095,557)	31,509,510	2031
2032	4,440,217					**4,440,217**	1,120,464	462,273	797,422	161,796		257,741	17,312				67,000	**2,884,007**	1,556,211	(3,539,347)	51,395,967	2032
2033	5,287,767					**5,287,767**	1,144,339	462,273	797,422	161,796		257,741	17,312				67,000	**2,907,882**	2,379,886	(1,159,461)	49,049,424	2033
2034	5,287,767					**5,287,767**	1,155,714	462,273	797,422	161,796		257,741	17,312	1,170,000			67,000	**4,089,257**	1,198,511	39,050	45,487,881	2034
2035	5,287,767					**5,287,767**	1,164,839	462,273	797,422	161,796		257,741	17,312	1,170,000			67,000	**4,098,382**	1,189,386	1,228,435	41,881,338	2035
2036	5,287,767					**5,287,767**	1,171,714	462,273	797,422	161,796		257,741	17,312	1,170,000			67,000	**4,105,257**	1,182,511	2,410,946	38,229,795	2036
2037	5,287,767					**5,287,767**	1,171,589	462,273	797,422	161,796		257,741	17,312	1,170,000			67,000	**4,105,132**	1,182,636	3,593,582	34,538,252	2037
2038	5,287,767					**5,287,767**	1,168,281	462,273	797,422	161,796		257,741	17,312	1,170,000			67,000	**4,101,824**	1,185,943	4,779,525	30,811,709	2038
2039	5,287,767					**5,287,767**	1,157,049	462,273	797,422	161,796		257,741	17,312	1,170,000	5,341,931		67,000	**9,432,523**	(4,144,755)	634,769	27,060,166	2039
2040	5,287,767					**5,287,767**	1,144,349	462,273	797,422	161,796		257,741	17,312	1,170,000	600,000		67,000	**4,677,892**	609,875	1,244,644	23,283,623	2040
2041	5,287,767					**5,287,767**	1,134,899	462,273	378,362	161,796		257,741	17,312	1,170,000			67,000	**3,649,382**	1,638,385	2,883,029	19,896,140	2041
2042	5,287,767					**5,287,767**	1,113,771	462,273		161,796		257,741	17,312	1,170,000			67,000	**3,249,893**	2,037,875	4,920,904	16,867,018	2042
2043	5,287,767					**5,287,767**	1,277,260	368,047		161,796		257,741	17,312	1,170,000	4,000,000		67,000	**7,319,155**	(2,031,388)	2,889,516	13,722,123	2043
2044	5,287,767					**5,287,767**	1,191,633			161,796		257,741	17,312	1,170,000			67,000	**2,865,481**	2,422,287	5,311,803	10,980,275	2044
2045	5,287,767					**5,287,767**	680,783			161,796		257,741	17,312	1,170,000			67,000	**2,354,631**	2,933,137	8,244,939	8,708,426	2045
2046	5,287,767				21,500,000	**26,787,767**	0			211,269		257,741	17,312	1,170,000	31,500,000		67,000	**33,223,322**	(6,435,554)	1,809,385	28,552,105	2046
2047	5,287,767					**5,287,767**	4,713,750					78,811	5,294	1,170,000			67,000	**6,034,855**	(747,087)	1,062,298	23,713,000	2047
2048	5,287,767					**5,287,767**	4,525,538							1,170,000			67,000	**5,762,538**	(474,770)	587,528	18,958,000	2048
2049	5,287,767					**5,287,767**	4,337,325							1,170,000			67,000	**5,574,325**	(286,558)	300,970	14,203,000	2049
2050	5,287,767					**5,287,767**	4,149,113							1,170,000			67,000	**5,386,113**	(98,345)	202,625	9,448,000	2050
2051	5,287,767					**5,287,767**	3,960,900							1,170,000			67,000	**5,197,900**	89,867	292,492	4,693,000	2051
2052	5,287,767					**5,287,767**	3,762,688							1,118,000			66,885	**4,947,573**	340,195	**632,687**	**(0)**	2052
Totals	**116,537,076**	**39,310**	**339,977**	**94,066**	**28,025,036**	**145,035,465**	**47,239,827**	**8,000,000**	**9,150,000**	**2,800,000**	**500,000**	**4,460,400**	**299,600**	**22,178,000**	**49,091,903**	**180,414**	**1,945,064**	**145,845,208**				**Totals**

Notes:
1. Riverview maximum MRO payment is $9,150,000. Final year 2051.
2. Waterside $2.8 million PAYGO final year is 2050.
3. Harborview Lofts PAYGO not to exceed $299,600. Final year is 2052.
4. Harborview Apartments PAYGO not to exceed $4,460,000 final payment year is 2052.
5. Capital outlay projections are as follows:
   2027: $750,000 Commerce Street/Riverwalk
   2039: $5,341,931 Pedestrian Bridge
   2040: $600,000 Street lights
   2043: $4,000,000 land purchases
   2046: $17,00,000 Marina and $14,500,000 parking garage.

PROJECTED CLOSURE YEAR WITH NO OTHER COSTS

LEGEND:
_ _ _ _ _ _ _ _ _ END OF EXP. PERIOD

SECTION 10:

Annexed Property

A tax incremental district cannot include annexed territory unless at least three years have elapsed since the annexation, or certain other requirements are met. None of the territory proposed to be added to the District was annexed during the past three years.

SECTION 11:
Estimate of Property to be Devoted to Retail Business

Pursuant to Wis. Stat. § 66.1105(5)(b), the City estimates that approximately 30% of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period.

SECTION 12:
Proposed Changes of Zoning Ordinances, Master Plan, Map, Building Codes and City Ordinances

Zoning Ordinances

The proposed Amendment #2 is in general conformance with the City's current zoning ordinances. Individual properties may require rezoning at the time of development.

Master (Comprehensive) Plan and Map

The proposed Plan is in general conformance with the City's Comprehensive Plan identifying the area as appropriate for a mixed development including, commercial, retail and housing.

Building Codes and Ordinances

Development within the District will be required to conform to State Building Codes and will be subject to the City's permitting and inspection procedures. The proposed Amendment #2 conforms to all relevant State and local ordinances, plans, and codes. No changes to the existing regulations are proposed or needed.

SECTION 13:
Statement of the Proposed Method for the Relocation of any Persons to be Displaced

Should the continued implementation of the Plan as previously amended and as amended by this Amendment #2 require relocation of individuals or business operations, relocations will be handled in compliance with Wis. Stat. Chapter 32 and Wis. Admin. Code ADM 92.

SECTION 14:
How Amendment of the Tax Incremental District Promotes the Orderly Development of the City

Creation of the District and the implementation of the projects in its Plan as previously amended and as amended by this Amendment #2 will promote the orderly development of the City by rehabilitating and conserving property, providing necessary public infrastructure improvements, and providing appropriate financial incentives for private development projects. Through use of tax increment financing, the City can attract new investment that results in increased tax base. Development will occur in an orderly fashion in accordance with approved plans so that the Projects will be compatible with adjacent land uses. Development of new uses in the District will add to the tax base and will generate positive secondary impacts in the community such as increased employment and housing opportunities.

SECTION 15:
List of Estimated Non-Project Costs

Non-project costs are public works projects which only partly benefit the District. Costs incurred that do not benefit the District may not be paid with tax increments. Examples of non-project costs are:

- A public improvement made within the District that also benefits property outside the District. That portion of the total Project Costs allocable to properties outside of the District would be a non-project cost.
- A public improvement made outside the District that only partially

benefits property within the District. That portion of the total Project Costs allocable to properties outside of the District would be a non-project cost.

- Projects undertaken within the District as part of the implementation of this Project Plan, the costs of which are paid fully or in part by impact fees, grants, special assessments, or revenues other than tax increments.

The original project plan included the following non-project costs: $60,000 for Penn Avenue Bridge.

SECTION 16:
Legal Opinion Advising Whether this Amendment #2 is Complete and Complies with Wis. Stat. § 66.1105(4)(f)

See following page.

SAMPLE

von Briesen

TAGLaw International Lawyers

Brion T. Winters
Direct Telephone
414-287-1561
brion.winters@vonbriesen.com

As of _____, 2026

Mayor
City of Sheboygan
828 Center Avenue
Sheboygan, Wisconsin 53081

RE: Project Plan Amendment #2 for City of Sheboygan Tax Incremental District No. 21

Dear Mayor:

Wisconsin Statute §66.1105(4)(f) requires that a project plan for a tax incremental district includes an opinion provided by counsel advising as to whether the project plan is complete and complies with Wisconsin Statute §66.1105.

We have acted previously as counsel for the City of Sheboygan in connection with the proposed creation of Tax Incremental District No. 21 of the City of Sheboygan (the "**District**") and the review of the project plan for the District dated March 25, 2024 (the "**Project Plan**") and the project plan amendment of the Project Plan dated May 5, 2025 (the "**Project Plan Amendment #1**") for compliance with applicable statutory requirements. We have acted now as counsel for the City of Sheboygan with regard to the review of another project plan amendment of the Project Plan dated contemporaneously herewith (the "**Project Plan Amendment #2**") that further amends the Project Plan (as previously amended by the Project Plan Amendment #1).

Based upon our review, relying upon the accuracy of the statements set forth in the Project Plan (as previously amended and as amended by Project Plan Amendment #2), it is our opinion that the Project Plan is complete and complies with the provisions of Wisconsin Statute §66.1105.

Very truly yours,

von BRIESEN & ROPER, s.c.

Brion T. Winters

SECTION 17:
Calculation of the Share of Projected Tax Increments Estimated to be Paid by the Owners of Property in the Overlying Taxing Jurisdictions

The following projection is provided to meet the requirements of Wis. Stat. § 66.1105(4)(i)4.

Estimated portion of taxes that owners of taxable property in each taxing jurisdiction overlaying district would pay by jurisdiction.						
Revenue Year	Sheboygan County	City of Sheboygan	Sheboygan School District	Lakeshore Technical College	Total	Revenue Year
2026	19,818	38,347	33,955	3,203	95,322	2026
2027	6,884	13,320	11,795	1,113	33,111	2027
2028	135,037	261,289	231,362	21,823	649,511	2028
2029	182,454	353,038	312,602	29,486	877,579	2029
2030	403,518	780,785	691,355	65,212	1,940,869	2030
2031	570,725	1,104,323	977,835	92,234	2,745,117	2031
2032	923,146	1,786,238	1,581,644	149,189	4,440,217	2032
2033	1,099,357	2,127,196	1,883,549	177,666	5,287,767	2033
2034	1,099,357	2,127,196	1,883,549	177,666	5,287,767	2034
2035	1,099,357	2,127,196	1,883,549	177,666	5,287,767	2035
2036	1,099,357	2,127,196	1,883,549	177,666	5,287,767	2036
2037	1,099,357	2,127,196	1,883,549	177,666	5,287,767	2037
2038	1,099,357	2,127,196	1,883,549	177,666	5,287,767	2038
2039	1,099,357	2,127,196	1,883,549	177,666	5,287,767	2039
2040	1,099,357	2,127,196	1,883,549	177,666	5,287,767	2040
2041	1,099,357	2,127,196	1,883,549	177,666	5,287,767	2041
2042	1,099,357	2,127,196	1,883,549	177,666	5,287,767	2042
2043	1,099,357	2,127,196	1,883,549	177,666	5,287,767	2043
2044	1,099,357	2,127,196	1,883,549	177,666	5,287,767	2044
2045	1,099,357	2,127,196	1,883,549	177,666	5,287,767	2045
2046	1,099,357	2,127,196	1,883,549	177,666	5,287,767	2046
2047	1,099,357	2,127,196	1,883,549	177,666	5,287,767	2047
2048	1,099,357	2,127,196	1,883,549	177,666	5,287,767	2048
2049	1,099,357	2,127,196	1,883,549	177,666	5,287,767	2049
2050	1,099,357	2,127,196	1,883,549	177,666	5,287,767	2050
2051	1,099,357	2,127,196	1,883,549	177,666	5,287,767	2051
2052	1,099,357	2,127,196	1,883,549	177,666	5,287,767	2052
Totals	**24,228,719**	**46,881,253**	**41,511,529**	**3,915,575**	**116,537,076**	

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City of Sheboygan, WI

TID #21 Boundary Amendment #2 Summary

TID #27 Creation Summary

TID #21 Boundary Amendment #2 Summary

Purpose	Add 7.4 acres of territory to District. At least 50% of District area is an area in need of rehabilitation. Three parcels overlay TID #17.
Project Costs	No additions to eligible project costs. Total eligible expenditures for the District are $182,418,239.
But for analysis	Public infrastructure investment & extraordinary costs associated with demolition of structures; redevelopment of sites; makes redevelopment projects not economically viable without public involvement and incentives.
Financial Analysis	Illustration of potential development and expenditures at time of this amendment.

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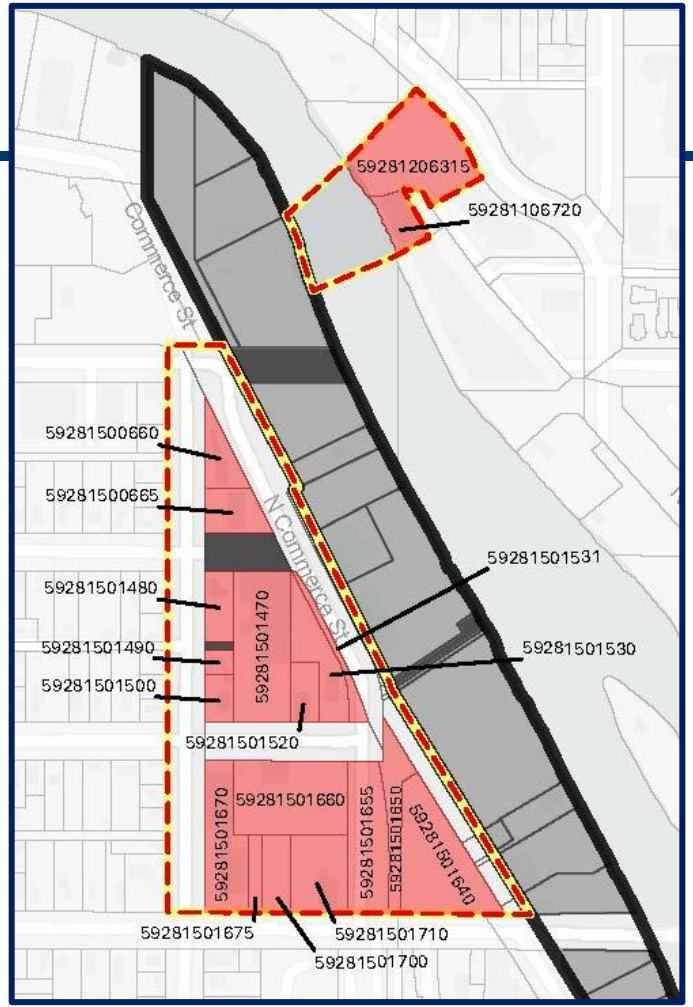
Parcels Added

- Territory added to TID #21 in red.



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12% Limit TID #21 (separate for each district)

Tax Incremental Finance District No. 21

Valuation Test Compliance Calculation

Calculation of City Equalized Value Limit		
City TID IN Equalized Value (Jan. 1, 2026)	$	5,510,778,900
TID Valuation Limit @ 12% of Above Value	**$**	**661,293,468**
Calculation of Value Subject to Limit		
Estimated Base Value of Territory to be Included in District	$	1,940,700
Incremental Value of Existing Districts (Jan. 1, 2026)	$	199,980,800
Less: Value of Underlying TID Parcels	$	-
Total Value Subject to 12% Valuation Limit	**$**	**201,921,500**
Total Percentage of TID IN Equalized Value		3.66%
Residual Value Capacity of TID IN Equalized Value	$	459,371,968

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Parcel Data

List #	Parcel Number	Owner	Acres	Acres Rehab/ Conservation	Rehab/ Conservation Condition
Existing TID Area (original and amendment #1 area less wetlands)			263.18	136.92	
1	59281206315	REDEVELOPMENT AUTHORITY OF SHEBOYGAN	0.80	0.80	Condition 3
2	59281106720	CITY OF SHEBOYGAN	0.19	0.19	Condition 3
3	59281500660	LAKESHORE SERVICE GARAGE LLC	0.21	0.21	Condition 1
4	59281500665	OTTER CREEK IRREVOCABLE TRUST	0.26	0.26	
5	59281501480	DEOSI PROPERTIES LLC	0.21		
6	59281501490	RANDALL S SCHAAL	0.07		
7	59281501500	RICARDO MONTES DE OCA	0.14		
8	59281501520	ATD PROPERTIES LLC	0.17	0.17	Condition 1
9	59281501470	RANDALL SCOTT SCHAAL	0.88	0.88	Condition 1
10	59281501531	CITY OF SHEBOYGAN	0.13		
11	59281501530	DANIEL R & SUSAN M CIMAROSTI	0.41	0.41	Condition 1
12	59281501670	LW ACQUISITIONS LLC	0.55	0.55	Condition 1
13	59281501660	1217 CENTER AVENUE REAL ESTATE LLC	0.88	0.88	Condition 1
14	59281501675	MILLENNIUM PROPERTIES INC	0.11	0.11	Condition 1
15	59281501700	MILLENNIUM PROPERTIES INC	0.22	0.22	Condition 1
16	59281501710	MILLENNIUM PROPERTIES INC	0.44	0.44	Condition 1
17	59281501655	CITY OF SHEBOYGAN	0.56	0.56	Condition 3
18	59281501650	SHEBOYGAN COUNTY WISCONSIN PLANNING DEPT	0.31	0.31	Condition 3
19	59281501640	REDEVELOPMENT AUTHORITY OF THE CITY OF SHEBOYGAN	0.88	0.88	Condition 3
TOTALS			**270.58**	**143.78**	

Percentage of TID Area Designated as in Need of Rehabilitation or Conservation (at least 50%) **53.14%**

Rehabilitation Conditions:

Condition 1 Carrying out plans for a program of voluntary or compulsory repair and rehabilitation of buildings or other improvement

Condition 2 Acquisition of real property and demolition, removal or rehabilitation of buildings and improvements on the property where necessary to eliminate unhealthful, unsanitary or unsafe conditions, lessen density, reduce traffic hazards, eliminate obsolete or other uses detrimental to the public welfare, to otherwise remove or prevent the spread of blight or deterioration, or to provide land for needed

Condition 3 Installation, construction or reconstruction of streets, utilities, parks, playgrounds, and other improvements necessary for carrying out the objectives of the urban renewal project.

Condition 4 The disposition, for uses in accordance with the objectives of the urban renewal project, of any property acquired in the area of the project. The disposition shall be in the manner prescribed in this section for the disposition of property in a redevelopment project area. "Urban renewal project" includes undertakings and activities for the elimination and for the prevention of the development or spread of slums or blighted, deteriorated or deteriorating areas and may involve any work or undertaking for this purpose constituting a redevelopment project or any rehabilitation or conservation work, or any combination of the undertaking or work

Eligible Project Costs TID #21 (unchanged)

Tax Incremental Finance District No. 21

Detailed List of Estimated Project Costs - Prior Project Plans (No Changes)

Project Name/Type	Original Plan	First Amend.	Non Project Costs	Totals
Vacant Commercial Building	4,000,000			**4,000,000**
Vacant Manufacturing Building	4,000,000			**4,000,000**
Parking Structure No. 1	10,000,000			**10,000,000**
Commercial Space (Hotel)	4,000,000			**4,000,000**
Parking Structure No. 2	10,000,000			**10,000,000**
Mayline Site Clean Up	3,000,000			**3,000,000**
Pedestrian Bridge	3,500,000			**3,500,000**
Development Incentives	54,175,000			**54,175,000**
South Point Land Purchases	10,000,000			**10,000,000**
Mayline River Walk/Shoreline Restoration	1,500,000			**1,500,000**
Weil Center Site Demo	500,000			**500,000**
Marina Project	17,500,000			**17,500,000**
Penn Ave. Bridge[1]	120,000		(60,000)	**60,000**
City Costs (Reimbursments)	1,400,000			**1,400,000**
Street Lights (Place Making)	1,000,000			**1,000,000**
Commerce Street Reconstruction	3,250,000			**3,250,000**
Property Acquisition/Demotlition		895,000		**895,000**
Interest on Long Term Debt	52,611,675			**52,611,675**
Financing Costs	481,500			**481,500**
Ongoing Planning & Administrative Costs	545,064			**545,064**
	181,583,239	**895,000**	**(60,000)**	**182,418,239**

Notes:

1. Was approved as a one half mile radius project.

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Tax Incremental Finance District No. 21

Development Assumptions

Construction Year		Actual	South Lake Front	River Front	Downtown	Blue Harbor Area	North Downtown	**Annual Total**	Construction Year	
			Total Value	Total Value	Total Value	Total Value	Total Value			
1	2024	6,186,100						**6,186,100**	2024	1
2	2025	(4,037,400)						**(4,037,400)**	2025	2
3	2026		40,000,000					**40,000,000**	2026	3
4	2027				14,800,000			**14,800,000**	2027	4
5	2028			69,000,000				**69,000,000**	2028	5
6	2029				47,190,000	5,000,000		**52,190,000**	2029	6
7	2030						110,000,000	**110,000,000**	2030	7
8	2031		55,000,000					**55,000,000**	2031	8
9	2032							**0**	2032	9
10	2033							**0**	2033	10
11	2034							**0**	2034	11
12	2035							**0**	2035	12
13	2036							**0**	2036	13
14	2037							**0**	2037	14
15	2038							**0**	2038	15
16	2039							**0**	2039	16
17	2040							**0**	2040	17
18	2041							**0**	2041	18
19	2042							**0**	2042	19
20	2043							**0**	2043	20
21	2044							**0**	2044	21
22	2045							**0**	2045	22
23	2046							**0**	2046	23
24	2047							**0**	2047	24
25	2048							**0**	2048	25
26	2049							**0**	2049	26
27	2050							**0**	2050	27
	Totals	**2,148,700**	**95,000,000**	**69,000,000**	**61,990,000**	**5,000,000**	**110,000,000**	**343,138,700**		

Tax Incremental Finance District No. 21

Tax Increment Projection Worksheet

Type of District	Rehabilitation	
District Creation Date	March 25, 2024	
Valuation Date	Jan 1,	2024
Max Life (Years)	27	
End of Expenditure Period	22	3/25/2046
Revenue Periods/Final Year	27	2052
Extension Eligibility/Years	Yes	3
Eligible Recipient District	Yes	

Base Value	270,966,400
Economic Change Factor	
Apply to Base Value	
Base Tax Rate	
Rate Adjustment Factor	0.00%

	Construction Year	Value Added	Valuation Year	Economic Change	Total Increment	Revenue Year	Tax Rate	Tax Increment
1	**2024**	**6,186,100**	**2025**	**0**	**6,186,100**	**2026**	**$15.41**	**95,322**
2	**2025**	**-4,037,400**	**2026**	**0**	**2,148,700**	**2027**	$15.41	**33,111**
3	2026	40,000,000	2027	0	42,148,700	2028	$15.41	**649,511**
4	2027	14,800,000	2028	0	56,948,700	2029	$15.41	**877,579**
5	2028	69,000,000	2029	0	125,948,700	2030	$15.41	**1,940,869**
6	2029	52,190,000	2030	0	178,138,700	2031	$15.41	**2,745,117**
7	2030	110,000,000	2031	0	288,138,700	2032	$15.41	**4,440,217**
8	2031	55,000,000	2032	0	343,138,700	2033	$15.41	**5,287,767**
9	2032	0	2033	0	343,138,700	2034	$15.41	**5,287,767**
10	2033	0	2034	0	343,138,700	2035	$15.41	**5,287,767**
11	2034	0	2035	0	343,138,700	2036	$15.41	**5,287,767**
12	2035	0	2036	0	343,138,700	2037	$15.41	**5,287,767**
13	2036	0	2037	0	343,138,700	2038	$15.41	**5,287,767**
14	2037	0	2038	0	343,138,700	2039	$15.41	**5,287,767**
15	2038	0	2039	0	343,138,700	2040	$15.41	**5,287,767**
16	2039	0	2040	0	343,138,700	2041	$15.41	**5,287,767**
17	2040	0	2041	0	343,138,700	2042	$15.41	**5,287,767**
18	2041	0	2042	0	343,138,700	2043	$15.41	**5,287,767**
19	2042	0	2043	0	343,138,700	2044	$15.41	**5,287,767**
20	2043	0	2044	0	343,138,700	2045	$15.41	**5,287,767**
21	2044	0	2045	0	343,138,700	2046	$15.41	**5,287,767**
22	2045	0	2046	0	343,138,700	2047	$15.41	**5,287,767**
23	2046	0	2047	0	343,138,700	2048	$15.41	**5,287,767**
24	2047	0	2048	0	343,138,700	2049	$15.41	**5,287,767**
25	2048	0	2049	0	343,138,700	2050	$15.41	**5,287,767**
26	2049	0	2050	0	343,138,700	2051	$15.41	**5,287,767**
27	2050	0	2051	0	343,138,700	2052	$15.41	**5,287,767**
	Totals	**343,138,700**		**0**			**Future Value of Increment**	**116,537,076**

Tax Incremental Finance District No. 21

Cash Flow Projection

Item 21.

	Projected Revenues						Projected Expenditures												Balances			
Year	Tax Increments	Interest Earnings	FHA Grant	Water Utility Payment	Debt Proceeds	**Total Revenues**	Total Debt Service	MRO #1 Malibu Apt $8,000,000	MRO #2 Riverview District LLC $9,150,000	MRO #3 Waterside $2,800,000	MRO #4 Weill Center Foundation $500,000	MRO #5 Harbor View Lofts Apts $4,460,400	MRO #5 Harbor View Lofts Town Homes $299,600	Potential Future Incentive Allowance	Capital Outlay	Debt Issuance Costs	Ongoing Professional Services & Administration	**Total Expenditures**	Annual	Cumulative	Liabilities Outstanding	Year
2024																				**1,442,430**		2024
2025		39,310	339,977	94,066	6,525,036	**6,998,389**	360,260				331,876				6,899,972	180,414	136,179	**7,908,701**	(910,312)	532,118		2025
2026	95,322					**95,322**	652,254				168,124				750,000		67,000	**1,637,378**	(1,542,056)	(1,009,938)	21,800,000	2026
2027	33,111					**33,111**	834,589	204,766									67,000	**1,106,355**	(1,073,243)	(2,083,181)	21,395,234	2027
2028	649,511					**649,511**	907,464	585,546									67,000	**1,560,010**	(910,498)	(2,993,679)	20,524,688	2028
2029	877,579					**877,579**	1,058,964	585,546									67,000	**1,711,510**	(833,930)	(3,827,610)	36,194,142	2029
2030	1,940,869					**1,940,869**	1,055,714	585,546	797,422	161,796		257,741	17,312				67,000	**2,942,530**	(1,001,660)	(4,829,270)	33,899,326	2030
2031	2,745,117					**2,745,117**	1,124,589	585,546	797,422	161,796		257,741	17,312				67,000	**3,011,405**	(266,287)	(5,095,557)	31,509,510	2031
2032	4,440,217					**4,440,217**	1,120,464	462,273	797,422	161,796		257,741	17,312				67,000	**2,884,007**	1,556,211	(3,539,347)	51,395,967	2032
2033	5,287,767					**5,287,767**	1,144,339	462,273	797,422	161,796		257,741	17,312				67,000	**2,907,882**	2,379,886	(1,159,461)	49,049,424	2033
2034	5,287,767					**5,287,767**	1,155,714	462,273	797,422	161,796		257,741	17,312	1,170,000			67,000	**4,089,257**	1,198,511	39,050	45,487,881	2034
2035	5,287,767					**5,287,767**	1,164,839	462,273	797,422	161,796		257,741	17,312	1,170,000			67,000	**4,098,382**	1,189,386	1,228,435	41,881,338	2035
2036	5,287,767					**5,287,767**	1,171,714	462,273	797,422	161,796		257,741	17,312	1,170,000			67,000	**4,105,257**	1,182,511	2,410,946	38,229,795	2036
2037	5,287,767					**5,287,767**	1,171,589	462,273	797,422	161,796		257,741	17,312	1,170,000			67,000	**4,105,132**	1,182,636	3,593,582	34,538,252	2037
2038	5,287,767					**5,287,767**	1,168,281	462,273	797,422	161,796		257,741	17,312	1,170,000			67,000	**4,101,824**	1,185,943	4,779,525	30,811,709	2038
2039	5,287,767					**5,287,767**	1,157,049	462,273	797,422	161,796		257,741	17,312	1,170,000	5,341,931		67,000	**9,432,523**	(4,144,755)	634,769	27,060,166	2039
2040	5,287,767					**5,287,767**	1,144,349	462,273	797,422	161,796		257,741	17,312	1,170,000	600,000		67,000	**4,677,892**	609,875	1,244,644	23,283,623	2040
2041	5,287,767					**5,287,767**	1,134,899	462,273	378,362	161,796		257,741	17,312	1,170,000			67,000	**3,649,382**	1,638,385	2,883,029	19,896,140	2041
2042	5,287,767					**5,287,767**	1,113,771	462,273		161,796		257,741	17,312	1,170,000			67,000	**3,249,893**	2,037,875	4,920,904	16,867,018	2042
2043	5,287,767					**5,287,767**	1,277,260	368,047		161,796		257,741	17,312	1,170,000	4,000,000		67,000	**7,319,155**	(2,031,388)	2,889,516	13,722,123	2043
2044	5,287,767					**5,287,767**	1,191,633			161,796		257,741	17,312	1,170,000			67,000	**2,865,481**	2,422,287	5,311,803	10,980,275	2044
2045	5,287,767					**5,287,767**	680,783			161,796		257,741	17,312	1,170,000			67,000	**2,354,631**	2,933,137	8,244,939	8,708,426	2045
2046	5,287,767				21,500,000	**26,787,767**	0			211,269		257,741	17,312	1,170,000	31,500,000		67,000	**33,223,322**	(6,435,554)	1,809,385	28,552,105	2046
2047	5,287,767					**5,287,767**	4,713,750					78,811	5,294	1,170,000			67,000	**6,034,855**	(747,087)	1,062,298	23,713,000	2047
2048	5,287,767					**5,287,767**	4,525,538							1,170,000			67,000	**5,762,538**	(474,770)	587,528	18,958,000	2048
2049	5,287,767					**5,287,767**	4,337,325							1,170,000			67,000	**5,574,325**	(286,558)	300,970	14,203,000	2049
2050	5,287,767					**5,287,767**	4,149,113							1,170,000			67,000	**5,386,113**	(98,345)	202,625	9,448,000	2050
2051	5,287,767					**5,287,767**	3,960,900							1,170,000			67,000	**5,197,900**	89,867	292,492	4,693,000	2051
2052	5,287,767					**5,287,767**	3,762,688							1,118,000			66,885	**4,947,573**	340,195	**632,687**	**(0)**	2052
Totals	**116,537,076**	**39,310**	**339,977**	**94,066**	**28,025,036**	**145,035,465**	**47,239,827**	**8,000,000**	**9,150,000**	**2,800,000**	**500,000**	**4,460,400**	**299,600**	**22,178,000**	**49,091,903**	**180,414**	**1,945,064**	**145,845,208**				**Totals**

Notes:

1. Riverview maximum MRO payment is $9,150,000. Final year 2051.
2. Waterside $2.8 million PAYGO final year is 2050.
3. Harborview Lofts PAYGO not to exceed $299,600. Final year is 2052.
4. Harborview Apartments PAYGO not to exceed $4,460,000 final payment year is 2052.
5. Capital outlay projections are as follows:

   2027: $750,000 Commerce Street/Riverwalk

   2039: $5,341,931 Pedestrian Bridge

   2040: $600,000 Street lights

   2043: $4,000,000 land purchases

   2046: $17,00,000 Marina and $14,500,000 parking garage.

PROJECTED CLOSURE YEAR WITH NO OTHER COSTS

LEGEND:

END OF EXP. PERIOD

TID #21 Amendment Summary

Territory amendment only, no new project costs.

Adding 7.4 acres to District to expand redevelopment opportunities.

District eligible for two additional boundary amendments if needed.

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TID #27 Creation Summary

District Type	Industrial District, maximum life of 20 years. 31 acres located along County HWY A and Weeden Creek.
Development	72,000 square foot manufacturing facility for Northland Plastics.
Project Costs	$3,005,000 including water and sewer improvements, allowances for development incentives, administrative costs, interest expense, payments to Town of Wilson.
But for analysis	Water and sewer needed for Northland Plastics operations, retention of 36 jobs with potential for 4 additional positions.

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12% limit TID #27 (separate for each district)

Valuation Test Compliance Calculation		
Calculation of City Equalized Value Limit		
City TID IN Equalized Value (Jan. 1, 2026)	$	5,510,778,900
TID Valuation Limit @ 12% of Above Value	**$**	**661,293,468**
Calculation of Value Subject to Limit		
Estimated Base Value of Territory to be Included in District	$	201,200
Incremental Value of Existing Districts (Jan. 1, 2026)	$	199,980,800
Total Value Subject to 12% Valuation Limit	**$**	**200,182,000**
Total Percentage of TID IN Equalized Value		3.63%
Residual Value Capacity of TID IN Equalized Value	$	461,111,468

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TID #27 Boundary with annexation

Eligible Project Costs

Detailed List of Estimated Project Costs			
Project Name/Type	**Estimated Cost**	**Less: Non-Project Costs**	**Totals**
Water and Sanitary Sewer Improvements	650,000		**650,000**
Developer Incentive	2,000,000		**2,000,000**
Payment of Town Taxes	1,575		**1,575**
Interest Expense	302,676		**302,676**
Planning & Administrative Costs	51,000		**51,000**
Total Projects	**3,005,251**	**0**	**3,005,251**

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TID #26 Financial Analysis Summary

Development Assumptions	Projected value from development is $10,000,000.
Cash Flow	Illustrates potential project costs supported by development.
Projected Closure	District projected to remain open for its maximum life (2047).

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Development (valuation) Assumptions

Construction Year		Projected Incremental Value Total Value	**Annual Total**	Construction Year	
1	2026	8,000,000	**8,000,000**	2026	1
2	2027	2,000,000	**2,000,000**	2027	2
3	2028		**0**	2028	3
4	2029		**0**	2029	4
5	2030		**0**	2030	5
6	2031		**0**	2031	6
7	2032		**0**	2032	7
8	2033		**0**	2033	8
9	2034		**0**	2034	9
10	2035		**0**	2035	10
11	2036		**0**	2036	11
12	2037		**0**	2037	12
13	2038		**0**	2038	13
14	2039		**0**	2039	14
15	2040		**0**	2040	15
16	2041		**0**	2041	16
17	2042		**0**	2042	17
18	2043		**0**	2043	18
19	2044		**0**	2044	19
20	2045		**0**	2045	20
	Totals	**10,000,000**	**10,000,000**		

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Tax Increment Projection Worksheet

Type of District	Industrial	
District Creation Date	September 21, 2026	
Valuation Date	Jan 1,	2026
Max Life (Years)	20	
End of Expenditure Period	15	9/21/2041
Revenue Periods/Final Year	20	2047
Extension Eligibility/Years	Yes	3
Eligible Recipient District	No	

Base Value	201,200
Economic Change Factor	
Apply to Base Value	
Base Tax Rate	$15.93
Rate Adjustment Factor	0.00%

	Construction Year	Value Added	Valuation Year	Economic Change	Total Increment	Revenue Year	Tax Rate	Tax Increment
1	2026	8,000,000	2027	0	8,000,000	2028	$15.93	**127,458**
2	2027	2,000,000	2028	0	10,000,000	2029	$15.93	**159,322**
3	2028	0	2029	0	10,000,000	2030	$15.93	**159,322**
4	2029	0	2030	0	10,000,000	2031	$15.93	**159,322**
5	2030	0	2031	0	10,000,000	2032	$15.93	**159,322**
6	2031	0	2032	0	10,000,000	2033	$15.93	**159,322**
7	2032	0	2033	0	10,000,000	2034	$15.93	**159,322**
8	2033	0	2034	0	10,000,000	2035	$15.93	**159,322**
9	2034	0	2035	0	10,000,000	2036	$15.93	**159,322**
10	2035	0	2036	0	10,000,000	2037	$15.93	**159,322**
11	2036	0	2037	0	10,000,000	2038	$15.93	**159,322**
12	2037	0	2038	0	10,000,000	2039	$15.93	**159,322**
13	2038	0	2039	0	10,000,000	2040	$15.93	**159,322**
14	2039	0	2040	0	10,000,000	2041	$15.93	**159,322**
15	2040	0	2041	0	10,000,000	2042	$15.93	**159,322**
16	2041	0	2042	0	10,000,000	2043	$15.93	**159,322**
17	2042	0	2043	0	10,000,000	2044	$15.93	**159,322**
18	2043	0	2044	0	10,000,000	2045	$15.93	**159,322**
19	2044	0	2045	0	10,000,000	2046	$15.93	**159,322**
20	2045	0	2046	0	10,000,000	2047	$15.93	**159,322**
	Totals	**10,000,000**		**0**			**Future Value of Increment**	**3,154,585**

Tax Increment District No. 27

Cash Flow Projection

	Projected Revenues			Projected Expenditures									Balances			
				Repayment of Advance $650,000												
Year	Tax Increments	Advance From Utilities	**Total Revenues**	Dated Date: Principal	10/01/26 Est. Rate	Interest	Total Advance Payment	Projected Incentive 2,000,000	Water and Sewer	Payment of Town Taxes	Planning & Administration	**Total Expenditures**	Annual	Cumulative	Liabilities Outstanding	Year
2026		650,000	**650,000**				0		650,000	315	30,000	**680,315**	(30,315)	(30,315)	2,650,000	2026
2027			**0**			23,855	23,855			315	1,000	**25,170**	(25,170)	(55,485)	2,650,000	2027
2028	127,458		**127,458**	22,586	3.67%	23,855	46,441	89,221		315	1,000	**136,977**	(9,519)	(65,004)	2,538,193	2028
2029	159,322		**159,322**	23,415	3.67%	23,026	46,441	111,526		315	1,000	**159,282**	41	(64,963)	2,403,253	2029
2030	159,322		**159,322**	24,274	3.67%	22,167	46,441	111,526		315	1,000	**159,282**	41	(64,922)	2,267,453	2030
2031	159,322		**159,322**	25,165	3.67%	21,276	46,441	111,526			1,000	**158,967**	356	(64,566)	2,130,762	2031
2032	159,322		**159,322**	26,089	3.67%	20,352	46,441	111,526			1,000	**158,967**	356	(64,211)	1,993,147	2032
2033	159,322		**159,322**	27,046	3.67%	19,395	46,441	111,526			1,000	**158,967**	356	(63,855)	1,854,576	2033
2034	159,322		**159,322**	28,039	3.67%	18,402	46,441	111,526			1,000	**158,967**	356	(63,499)	1,715,011	2034
2035	159,322		**159,322**	29,068	3.67%	17,373	46,441	111,526			1,000	**158,967**	356	(63,144)	1,574,418	2035
2036	159,322		**159,322**	30,135	3.67%	16,306	46,441	111,526			1,000	**158,967**	356	(62,788)	1,432,757	2036
2037	159,322		**159,322**	31,240	3.67%	15,201	46,441	111,526			1,000	**158,967**	356	(62,432)	1,289,991	2037
2038	159,322		**159,322**	32,387	3.67%	14,054	46,441	111,526			1,000	**158,967**	356	(62,076)	1,146,078	2038
2039	159,322		**159,322**	33,576	3.67%	12,865	46,441	111,526			1,000	**158,967**	356	(61,721)	1,000,977	2039
2040	159,322		**159,322**	34,808	3.67%	11,633	46,441	111,526			1,000	**158,967**	356	(61,365)	854,643	2040
2041	159,322		**159,322**	36,085	3.67%	10,356	46,441	111,526			1,000	**158,967**	356	(61,009)	707,032	2041
2042	159,322		**159,322**	37,410	3.67%	9,031	46,441	111,526			1,000	**158,967**	356	(60,654)	558,097	2042
2043	159,322		**159,322**	38,783	3.67%	7,658	46,441	111,526			1,000	**158,967**	356	(60,298)	407,789	2043
2044	159,322		**159,322**	40,206	3.67%	6,235	46,441	111,526			1,000	**158,967**	356	(59,942)	256,057	2044
2045	159,322		**159,322**	41,681	3.67%	4,760	46,441	111,526			1,000	**158,967**	356	(59,586)	102,850	2045
2046	159,322		**159,322**	43,211	3.67%	3,230	46,441	14,842			1,000	**62,283**	97,039	37,453	44,797	2046
2047	159,322		**159,322**	44,797	3.67%	1,644	46,441				1,000	**47,441**	111,881	**149,334**	**0**	2047
Totals	**3,154,585**	**650,000**	**3,804,585**	**650,000**		**302,676**	**952,676**	**2,000,000**	**650,000**	**1,575**	**51,000**	**3,655,251**				**Totals**

Notes:

PROJECTED CLOSURE YEAR

LEGEND:

END OF EXP. PERIOD

Timeline

- August 26, 2026: Initial Joint Review Board (organizational).
- August 26, 2026
  - ✓ Plan Commission Public Hearing. Consider resolution to create district (approval required to proceed).
- September 21, 2026
  - ✓ City Council considers resolution to create district (approval required to proceed).
- October 5, 2026 to October 28, 2026
  - ✓ Final JRB meeting to consider resolution to create district (approval required).

CITY OF SHEBOYGAN
RESOLUTION 102-26-27

BY ALDERPERSONS BOORSE AND CLOSE.

SEPTEMBER 21, 2026.

A RESOLUTION creating Tax Incremental District No. 27, approving its Project Plan and establishing its boundaries, City of Sheboygan, Wisconsin.

WHEREAS, the City of Sheboygan (the "City") has determined that use of Tax Incremental Financing is required to promote development and redevelopment within the City; and

WHEREAS, Tax Incremental District No. 27 (the "District") is proposed to be created by the City as an industrial district in accordance with the provisions of Wisconsin Statutes Section 66.1105 (the "Tax Increment Law"); and

WHEREAS, a Project Plan for the District has been prepared that includes:

a. A statement listing of the kind, number and location of all proposed public works or improvements within the District, or to the extent provided in Wisconsin Statutes Sections 66.1105(2)(f)1.k. and 66.1105(2)(f)1.n., outside of the District;
b. An economic feasibility study;
c. A detailed list of estimated project costs;
d. A description of the methods of financing all estimated project costs and the time when the related costs or monetary obligations are to be incurred;
e. A map showing existing uses and conditions of real property in the District;
f. A map showing proposed improvements and uses in the District;
g. Proposed changes of zoning ordinances, master plan, map, building codes and City ordinances;
h. A list of estimated non-project costs;
i. A statement of the proposed plan for relocation of any persons to be displaced;
j. A statement indicating how the District promotes the orderly development of the City;
k. An opinion of the City Attorney or of an attorney retained by the City advising that the plan is complete and complies with Wisconsin Statutes Section 66.1105(4)(f).; and

WHEREAS, prior to its publication, a copy of the notice of public hearing was sent to the chief executive officers of Sheboygan County, the School District of Kohler, and the Lakeshore College, and any other entities having the power to levy taxes on property located

within the District, in accordance with the procedures specified in the Tax Increment Law; and

WHEREAS, in accordance with the procedures specified in the Tax Increment Law, the Plan Commission, on August 26, 2026 held a public hearing concerning the project plan and boundaries and proposed creation of the District, providing interested parties a reasonable opportunity to express their views thereon; and

WHEREAS, after said public hearing, the Plan Commission designated the boundaries of the District, adopted the Project Plan, and recommended to the Common Council that it create such District and approve the Project Plan.

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

1. The boundaries of the District that shall be named "Tax Incremental District No. 27, City of Sheboygan", are hereby established as specified in Exhibit A of this Resolution.

2. The District is created effective as of January 1, 2026.

3. The Common Council finds and declares that:

   (a) Not less than 50% by area of the real property within the District is suitable for industrial sites within the meaning of Wisconsin Statutes Section 66.1101 and has been zoned for industrial use.

   (b) Based upon the finding stated in 3.a. above, the District is declared to be an industrial district based on the identification and classification of the property included within the District.

   (c) The improvement of such area is likely to enhance significantly the value of substantially all of the other real property in the District.

   (d) The equalized value of the taxable property in the District plus the value increment of all other existing tax incremental districts within the City, does not exceed 12% of the total equalized value of taxable property within the City.

   (e) That for those parcels to be included within the District that were annexed by the City within the three-year period preceding adoption of this Resolution, the City pledges to pay the Town of Wilson an amount equal to the property taxes the town last levied on the territory for each of the next five years.

(f) The City estimates that none of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period, pursuant to Wisconsin Statutes Section 66.1105(5)(b).

(g) The project costs relate directly to promoting industrial development in the District consistent with the purpose for which the District is created.

(h) Any real property within the District that is found suitable for industrial sites and is zoned for industrial use will remain zoned for industrial use for the life of the District.

4. The Project Plan for "Tax Incremental District No. 27, City of Sheboygan" (see Exhibit B) is approved, and the City further finds the Plan is feasible and in conformity with the master plan of the City.

BE IT FURTHER RESOLVED THAT the City Clerk is hereby authorized and directed to apply to the Wisconsin Department of Revenue, in such form as may be prescribed, for a "Determination of Tax Incremental Base", as of January 1, 2026, pursuant to the provisions of Wisconsin Statutes Section 66.1105(5)(b).

BE IT FURTHER RESOLVED THAT pursuant to Section 66.1105(5)(f) of the Wisconsin Statutes that the City Assessor is hereby authorized and directed to identify upon the assessment roll returned and examined under Wisconsin Statutes Section 70.45, those parcels of property which are within the District, specifying thereon the name of the said District, and the City Clerk is hereby authorized and directed to make similar notations on the tax roll made under Section 70.65 of the Wisconsin Statutes.

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 -

LEGAL BOUNDARY DESCRIPTION
OR
MAP OF
TAX INCREMENTAL DISTRICT NO. 27
CITY OF SHEBOYGAN

[INCLUDED WITHIN PROJECT PLAN]

EXHIBIT B -

PROJECT PLAN

[DISTRIBUTED SEPARATELY]

September 21, 2026

DRAFT PROJECT PLAN

City of Sheboygan, Wisconsin

Tax Incremental District No. 27

EHLERS
PUBLIC FINANCE ADVISORS

Prepared by:

Ehlers
N19W24400 Riverwood Drive,
Suite 100
Waukesha, WI 53188

BUILDING COMMUNITIES. IT'S WHAT WE DO.

KEY DATES

Organizational Joint Review Board Meeting:	August 26, 2026
Public Hearing Held:	August 26, 2026
Consideration by Plan Commission:	August 26, 2026
Action by Common Council:	Scheduled for TBD
Action by the Joint Review Board:	Scheduled for TBD

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SECTION 1:
Executive Summary

DESCRIPTION OF DISTRICT

Tax Incremental District ("TID") No. 27 ("District") is a proposed industrial District comprising approximately 31 acres located along County HWY A and Weeden Creek recently annexed into the City. When created, the District will pay the costs of water and sewer infrastructure improvements, development incentives including, without limitation, for a 72,000 square foot manufacturing facility for Northland Plastics ("Project"), and other project costs to support industrial development within the District.

AUTHORITY

The City is creating the District under the provisions of Wis. Stat. § 66.1105.

ESTIMATED TOTAL PROJECT COST EXPENDITURES

The City anticipates making total expenditures of approximately $3,005,000 ("Project Costs") to undertake the projects listed in this Project Plan ("Plan"). Project Costs within the District include an estimated $2,000,000 in development incentives, $650,000 for water and sewer improvements, $51,000 administrative and planning costs, estimated $302,700 of interest expense, and $1,575 for taxes paid to the Town of Wilson.

INCREMENTAL VALUATION

The City projects that new land and improvements value of approximately $10,000,000 will result from the Project. Creation of this additional value will be made possible by the Project Costs made within the District. A table detailing assumptions as to the development timing and associated values is included in the Economic Feasibility Study located within this Plan.

EXPECTED TERMINATION OF DISTRICT

Based on the Economic Feasibility Study located within Section 9 of this Plan, the City anticipates that the District will generate sufficient tax increment to pay all Project Costs within its allowable 20 years.

SUMMARY OF FINDINGS

As required by Wis. Stat. § 66.1105, and as documented in this Plan and the exhibits contained and referenced herein, the following findings are made:

1. That "but for" the creation of this District, the development projected to occur as detailed in this Plan: 1) would not occur; or 2) would not occur in the manner, at the values, or within the timeframe desired by the City. In reaching this determination, the City has considered:

- The investment needed to provide the public infrastructure necessary to allow for development within the District. These services are essential for Northland Plastics operations.

2. The economic benefits of the District, as measured by increased employment, business and personal income, and property value, are sufficient to compensate for the cost of the improvements. In making this determination, the City has considered the following information:
   - The relocation of the manufacturing facility will retain jobs for a 3rd generation company located within the City for 73 years, which enhances quality job opportunities in the community.

3. The benefits of the proposal outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing jurisdictions. As required by Wis. Stat. § 66.1105(4)(i)4., a calculation of the share of projected tax increments estimated to be paid by the owners of property in the overlying taxing jurisdictions has been prepared and can be found in this Plan. However, because the Project would not occur without the use of tax incremental financing, these tax increments would not be paid but for creation of the District. Accordingly, the City finds that the benefits expected to be realized as set forth in this Plan outweigh the value of the tax increments to be invested in the Project.

4. Not less than 50% by area of the real property within the District is suitable for industrial sites which are encouraged and promoted for development as set forth in Wis. Stat. § 66.1101, and has been zoned for industrial use. Any real property within the District that is found suitable for industrial sites and is zoned for industrial use at the time of creation of the District will remain zoned for industrial use for the life of the District.

5. Based on the foregoing finding, the District is designated as an industrial district.

6. The Project Costs relate directly to promoting industrial development in the District, consistent with the purpose for which the District is created.

7. Improvements to be made in the District are likely to significantly enhance the value of property in the District.

8. The equalized value of taxable property in the District, plus the incremental value of all existing tax incremental districts within the City does not exceed 12% of the total equalized value of taxable property within the City.

9. The City estimates that none of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period, pursuant to Wis. Stat. § 66.1105(5)(b).

10. The parcel to be included within the District was annexed by the City within the three-year period preceding adoption of this Resolution, the City pledges to pay the Town of Wilson an amount equal to the property taxes the town last levied on the territory for each of the next five years.

11. The Plan for the District is feasible and is in conformity with the Master Plan of the City.

SECTION 2:
Preliminary Map of Proposed District Boundary

Maps found on following pages.

1. Parcel configuration as of 1/1/2026.
2. Parcel configuration with annexation.

TID 27
Preliminary
Map
City of Sheboygan
Sheboygan County, WI
City of Sheboygan
TID Boundary
TID Parcels
Parcel Lines as of 1-1-26
North
0 112.5 225 450
Feet
59030453123
County Road A
Union Pacific Railroad
S Taylor Dr
Weeden Creek Rd
43
Date Exported: 7/31/2026 7:49 AM
Path: N:\ArcProProjects\PlanningDevelopment\TID27.aprx

TID 27
Boundary
Map
City of Sheboygan
Sheboygan County, WI
City of Sheboygan
TID Boundary
TID Parcel
Parcel Lines
0 112.5 225 450
Feet
59030453123
New parcel number will be assigned to reflect annexation.
County Road A
Union Pacific Railroad
S Taylor Dr
Weeden Creek Rd

SECTION 3:
Map Showing Existing Uses and Conditions

Map Found on Following Page

TID 27
Existing Use
& Conditions
City of Sheboygan
Sheboygan County, WI
City of Sheboygan
TID Boundary
Parcel Lines
Existing Use
Undeveloped
North
0 0.02 0.04 0.08
Miles
Date Exported: 9/16/2026 2:57 PM
Path: N:\ArcProProjects\PlanningDevelopment\TID27.aprx
Weeden Creek Rd
County Road A
Union Pacific Railroad
Dakota Pacific Railroad
43
S Taylor Dr

SECTION 4:
Preliminary Parcel List and Analysis

Parcel Data

Map Reference Number	Parcel Number	Owner	Acres	Suitable Acres
				Industrial (zoned and suitable for)
1	59030453123	CHARLES V WIGG	31.00	31.00
TOTALS			31.00	31.00

Calculation of Estimated Base Value[1]

	Assessed Value			Equalized Value[2]		
Parcel	Land	Improvement	Total	Land	Improvement	Total
59030453123	43,430	157,810	201,240	43,400	157,800	201,200
TOTALS	43,430	157,810	201,240	43,400	157,800	201,200

1) Calculation based on aggregate assessment ratio of 100%

*Parcel will be subdivided by CSM and only a portion will be included in the District boundaries. Value is estimated based on acreage of parcel included in TID boundaries.

SECTION 5:
Equalized Value Test

The following calculations demonstrate that the City expects to be in compliance with Wis. Stat. § 66.1105(4)(gm)4.c., which requires that the equalized value of the taxable property in the proposed District, plus the value increment of all existing tax incremental districts, does not exceed 12% of the total equalized value of taxable property within the City.

The equalized value of the increment of existing tax incremental districts within the City, plus the base value of the proposed District, totals $200,182,000. This value is less than the maximum of $661,293,468 in equalized value that is permitted for the City.

Valuation Test Compliance Calculation		
Calculation of City Equalized Value Limit		
City TID IN Equalized Value (Jan. 1, 2026)	$	5,510,778,900
TID Valuation Limit @ 12% of Above Value	**$**	**661,293,468**
Calculation of Value Subject to Limit		
Estimated Base Value of Territory to be Included in District	$	201,200
Incremental Value of Existing Districts (Jan. 1, 2026)	$	199,980,800
Total Value Subject to 12% Valuation Limit	**$**	**200,182,000**
Total Percentage of TID IN Equalized Value		3.63%
Residual Value Capacity of TID IN Equalized Value	$	461,111,468

SECTION 6:
Statement Listing the Kind, Number and Location of All Proposed Public Works or Improvements Within the District

Project Costs are any expenditure made, estimated to be made, or monetary obligations incurred or estimated to be incurred as outlined in this Plan. Project Costs will be diminished by any income, special assessments or other revenues, including user fees or charges, other than tax increments, received or reasonably expected to be received in connection with the implementation of the Plan. If Project Costs incurred benefit territory outside the District, a proportionate share of the cost is not a Project Cost. Costs identified in this Plan are preliminary estimates made prior to design considerations and are subject to change after planning, design and construction is completed.

With all Project Costs, the costs of engineering, design, survey, inspection, materials, construction, restoring property to its original condition, apparatus necessary for public works, legal and other consultant fees, testing, environmental studies, permits, updating City ordinances and plans, judgments or claims for damages and other expenses are included as Project Costs.

The following is a list of public works and other tax incremental financing eligible Project Costs that the City expects to make, or may need to make, in conjunction with the implementation of the District's Plan. The map found in Section 7 of this Plan along with the Detailed List of Project Costs found in Section 8 provide additional information as to the kind, number and location of potential Project Costs.

Property, Right-of-Way and Easement Acquisition

Property Acquisition for Development

To promote and facilitate development the City may acquire property within the District. The cost of property acquired, and any costs associated with the transaction, are eligible Project Costs. Following acquisition, other Project Costs within the categories detailed in this Section may be incurred to make the property suitable for development. Any revenue received by the City from the sale of property acquired pursuant to the execution of this Plan will be used to reduce the total project costs of the District. If total Project Costs incurred by the City to acquire property and make it suitable for development exceed the revenues or other consideration received from the sale or lease of that property, the net amount shall be considered "real property assembly costs" as

defined in Wis. Stat. § 66.1105(2)(f)1.c., and subject to recovery as an eligible Project Cost.

Property Acquisition for Conservancy

To promote the objectives of this Plan, the City may acquire property within the District that it will designate for conservancy. These conservancy objectives include: preserving historic resources or sensitive natural features; protection of scenic and historic views; maintaining habitat for wildlife; maintaining adequate open space; reduction of erosion and sedimentation by preserving existing vegetation; and providing adequate areas for management of stormwater. The cost of property acquired for conservancy, and any costs associated with the transaction, are eligible Project Costs.

Acquisition of Rights-of-Way

The City may need to acquire property to allow for installation of streets, driveways, sidewalks, utilities, stormwater management practices and other public infrastructure. Costs incurred by the City to identify, negotiate and acquire rights-of-way are eligible Project Costs.

Acquisition of Easements

The City may need to acquire temporary or permanent easements to allow for installation and maintenance of streets, driveways, sidewalks, utilities, stormwater management practices and other public infrastructure. Costs incurred by the City to identify, negotiate and acquire easement rights are eligible Project Costs.

Relocation Costs

If relocation expenses are incurred in conjunction with the acquisition of property, those expenses are eligible Project Costs. These costs may include, but are not limited to: preparation of a relocation plan; allocations of staff time; legal fees; publication of notices; obtaining appraisals; and payment of relocation benefits as required by Wis. Stat. Chapter 32 and Wis. Admin. Code ADM 92.

Site Preparation Activities

Environmental Audits and Remediation

If it becomes necessary to evaluate any land or improvement within the District, any cost incurred by the City related to environmental audits, testing, and remediation are eligible Project Costs.

Demolition

To make sites suitable for development, the City may incur costs related to demolition and removal of structures or other land improvements, to include abandonment of wells or other existing utility services.

Site Grading

Land within the District may require grading to make it suitable for development, to provide access, and to control stormwater runoff. The City may need to remove and dispose of excess material or bring in fill material to provide for proper site elevations. Expenses incurred by the City for site grading are eligible Project Costs.

Utilities

Sanitary Sewer System Improvements

To allow development to occur, the City may need to construct, alter, rebuild or expand sanitary sewer infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of: collection mains; manholes and cleanouts; service laterals; force mains; interceptor sewers; pumping stations; lift stations; wastewater treatment facilities; and all related appurtenances. To the extent sanitary sewer projects undertaken within the District provide direct benefit to land outside of the District, the City will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the City construct, alter, rebuild or expand sanitary sewer infrastructure located outside of the District. That portion of the costs of sanitary sewer system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs.

Water System Improvements

To allow development to occur, the City may need to construct, alter, rebuild or expand water system infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of: distribution mains; manholes and valves; hydrants; service laterals; pumping stations; wells; water treatment facilities; storage tanks and reservoirs; and all related appurtenances. To the extent water system projects undertaken within the District provide direct benefit to land outside of the District, the City will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the

implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the City construct, alter, rebuild or expand water system infrastructure located outside of the District. That portion of the costs of water system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs.

Stormwater Management System Improvements

Development within the District will cause stormwater runoff. To manage this stormwater runoff, the City may need to construct, alter, rebuild or expand stormwater management infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of: stormwater collection mains; inlets, manholes and valves; service laterals; ditches; culvert pipes; box culverts; bridges; stabilization of stream and river banks; and infiltration, filtration and detention Best Management Practices (BMP's). To the extent stormwater management system projects undertaken within the District provide direct benefit to land outside of the District, the City will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the City construct, alter, rebuild or expand stormwater management infrastructure located outside of the District. That portion of the costs of stormwater management system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs.

Electric Service

To create sites suitable for development, the City may incur costs to provide, relocate or upgrade electric services. Relocation may require abandonment and removal of existing poles or towers, installation of new poles or towers, or burying of overhead electric lines. Costs incurred by the City to undertake this work are eligible Project Costs.

Gas Service

To create sites suitable for development, the City may incur costs to provide, relocate or upgrade gas mains and services. Costs incurred by the City to undertake this work are eligible Project Costs.

Communications Infrastructure

To create sites suitable for development, the City may incur costs to provide, relocate or upgrade infrastructure required for voice and data communications, including, but not limited to: telephone lines, cable lines and fiber optic cable. Costs incurred by the City to undertake this work are eligible Project Costs.

Streets and Streetscape

Street Improvements

To allow development to occur, the City may need to construct or reconstruct streets, highways, alleys, access drives and parking areas. Eligible Project Costs include, but are not limited to: excavation; removal or placement of fill; construction of road base; asphalt or concrete paving or repaving; installation of curb and gutter; installation of sidewalks and bicycle lanes; installation of culverts, box culverts and bridges; rail crossings and signals; utility relocation, to include burying overhead utility lines; street lighting; installation of traffic control signage and traffic signals; pavement marking; right-of-way restoration; installation of retaining walls; and installation of fences, berms, and landscaping.

Streetscaping and Landscaping

To attract development consistent with the objectives of this Plan, the City may install amenities to enhance development sites, rights-of-way and other public spaces. These amenities include, but are not limited to: landscaping; lighting of streets, sidewalks, parking areas and public areas; installation of planters, benches, clocks, tree rings, trash receptacles and similar items; and installation of brick or other decorative walks, terraces and street crossings. These and any other similar amenities installed by the City are eligible Project Costs.

Community Development

Cash Grants (Development Incentives)

The City may enter into agreements with property owners, lessees, or developers of land located within the District for sharing costs to encourage the desired kind of improvements and assure tax base is generated sufficient to recover Project Costs. No cash grants will be provided until the City executes a developer agreement with the recipient of the cash grant. Any payments of cash grants made by the City are eligible Project Costs.

Contribution to Redevelopment Authority (RDA)

As provided for in Wis. Stat. § 66.1105(2)(f)1.h and Wis. Stat. § 66.1333(13), the City may provide funds to its RDA to be used for administration, planning operations, and capital costs, including but not limited to real property

acquisition, related to the purposes for which it was established in furtherance of any redevelopment or urban renewal project. Funds provided to the RDA for this purpose are eligible Project Costs.

Revolving Loan/Grant Program (Development Incentives)

To encourage private development consistent with the objectives of this Plan, the City, through its RDA may provide loans or grants to eligible property owners in the District. Eligible improvements will be those that are likely to improve the value of the property, enhance the visual appearance of the property and surrounding area, correct safety deficiencies, or as otherwise specified by the RDA in the program manual. Any funds returned to the RDA from the repayment of loans made are not considered revenues to the District and will not be used to offset District Project Costs. Instead, these funds may be placed into a revolving fund and will continue to be used for the program purposes stated above. Any funds provided to the RDA for purposes of implementing this program are considered eligible Project Costs.

Municipal Revenue Obligations (MRO's) (Development Incentives)

The City may enter into agreements with property owners, lessees, or developers of land located within the District for sharing costs to encourage the desired kind of improvements and a guaranteed increment value through a Municipal Revenue Obligation (MRO). Terms of an MRO may be negotiated specifically with each developer and approved by the City's Common Council. No MRO payments will be provided until the City executes a developer agreement with the recipient and the agreed upon increment is generated. Any payments related to an MRO executed by the City are eligible Project Costs.

Miscellaneous

Property Tax Payments to Town

Property tax payments due to the Town of Wilson under Wis. Stat. § 66.1105(4)(gm)1. because of the inclusion of lands annexed after January 1, 2004 within the boundaries of the District are an eligible Project Cost.

Professional Service and Organizational Costs

The costs of professional services rendered, and other costs incurred, in relation to the creation, administration and termination of the District, and the undertaking of the projects contained within this Plan, are eligible Project Costs. Professional services include but are not limited to: architectural; environmental; planning; engineering; legal; audit; financial; and the costs of informing the public with respect to the creation of the District and the implementation of the Plan.

Administrative Costs

The City may charge to the District as eligible Project Costs reasonable allocations of administrative costs, including, but not limited to, employee salaries. Costs allocated will bear a direct connection to the time spent by City employees relating to the implementation of the Plan.

Financing Costs

Interest expense, debt issuance expenses, redemption premiums, and any other fees and costs incurred in conjunction with obtaining financing for projects undertaken under this Plan are eligible Project Costs.

SECTION 7:
Map Showing Proposed Improvements & Future Uses

Map Found on Following Page.

TID 27
Future
Land Use
City of Sheboygan
Sheboygan County, WI
City of Sheboygan
TID Boundary
Parcel Lines
Future Land Use
Industrial
North
0 0.02 0.04 0.08
Miles
County Road A
Union Pacific Railroad
Weeden Creek Rd
S Taylor Dr
43

SECTION 8:
Detailed List of Estimated Project Costs

The following list identifies the Project Costs that the City currently expects to incur in implementing the District's Plan. All projects identified and related costs reflect the best estimates available as of the date of preparation of this Plan. All costs are preliminary estimates and may increase or decrease. Certain Project Costs listed may become unnecessary, and other Project Costs not currently identified may need to be made. (Section 6 details the general categories of eligible Project Costs). Changes in Project Cost totals or the types of Project Costs to be incurred will not require that this Plan be amended. This Plan is not meant to be a budget nor an appropriation of funds for specific Project Costs, but a framework within which to manage Project Costs.

While the City can reallocate costs between projects as necessary, all expenditures will require separate approval by the City's Common Council. The City expects to review planned TID expenditures and projected increment within the District prior to approving capital expenditures or developer incentives to determine if it is feasible for the District to support the proposed costs.

Detailed List of Estimated Project Costs

Project Name/Type	Estimated Cost	Less: Non-Project Costs	Totals
Water and Sanitary Sewer Improvements	650,000		**650,000**
Developer Incentive	2,000,000		**2,000,000**
Payment of Town Taxes	1,575		**1,575**
Interest Expense	302,676		**302,676**
Planning & Administrative Costs	51,000		**51,000**
Total Projects	**3,005,251**	**0**	**3,005,251**

SECTION 9:
Economic Feasibility Study, Description of the Methods of Financing Estimated Project Costs and the Time When Related Costs or Monetary Obligations are to be Incurred

This Section includes a forecast of the valuation increases expected within the District, the associated tax increment collections, a summary of how Project Costs would be financed, and a projected cash flow demonstrating that the District is economically feasible.

Key Assumptions

The Project within the District is anticipated to generate $10,000,000 of incremental value **(Table 1).** Assuming the 2025 levy/2026 budget equalized TID Interim tax rate of $15.93 per thousand of equalized value, and no economic appreciation or depreciation, the Project would generate $3,154,585 in incremental tax revenue over the 20-year term of the District as shown in **Table** 2.

The cash flow exhibit **(Table 3)** illustrates potential Project Costs that can be supported by the Project within the District. Additional Project Costs can be funded if tax increment is sufficient to support the costs. The District is projected to accumulate sufficient funds by the year 2047 to pay off Project Cost liabilities and obligations. The projected closure is based on the various assumptions noted in this Plan and will vary dependent on actual Project Costs incurred and the actual amount of tax increments collected. The cash flow exhibit is an illustration of how Project Costs could be funded and does not represent a commitment by the City to proceed with a specific project or fund it in a particular manner.

Table 1 – Development Assumptions

Construction Year		Projected Incremental Value Total Value	**Annual Total**	Construction Year	
1	2026	8,000,000	**8,000,000**	2026	1
2	2027	2,000,000	**2,000,000**	2027	2
3	2028		**0**	2028	3
4	2029		**0**	2029	4
5	2030		**0**	2030	5
6	2031		**0**	2031	6
7	2032		**0**	2032	7
8	2033		**0**	2033	8
9	2034		**0**	2034	9
10	2035		**0**	2035	10
11	2036		**0**	2036	11
12	2037		**0**	2037	12
13	2038		**0**	2038	13
14	2039		**0**	2039	14
15	2040		**0**	2040	15
16	2041		**0**	2041	16
17	2042		**0**	2042	17
18	2043		**0**	2043	18
19	2044		**0**	2044	19
20	2045		**0**	2045	20
	Totals	**10,000,000**	**10,000,000**		

Table 2 – Tax Increment Projection Worksheet

Tax Increment Projection Worksheet

Type of District	Industrial	
District Creation Date	September 21, 2026	
Valuation Date	Jan 1,	2026
Max Life (Years)	20	
End of Expenditure Period	15	9/21/2041
Revenue Periods/Final Year	20	2047
Extension Eligibility/Years	Yes	3
Eligible Recipient District	No	

Base Value	201,200
Economic Change Factor	
Apply to Base Value	
Base Tax Rate	$15.93
Rate Adjustment Factor	0.00%

	Construction Year	Value Added	Valuation Year	Economic Change	Total Increment	Revenue Year	Tax Rate	Tax Increment
1	2026	8,000,000	2027	0	8,000,000	2028	$15.93	**127,458**
2	2027	2,000,000	2028	0	10,000,000	2029	$15.93	**159,322**
3	2028	0	2029	0	10,000,000	2030	$15.93	**159,322**
4	2029	0	2030	0	10,000,000	2031	$15.93	**159,322**
5	2030	0	2031	0	10,000,000	2032	$15.93	**159,322**
6	2031	0	2032	0	10,000,000	2033	$15.93	**159,322**
7	2032	0	2033	0	10,000,000	2034	$15.93	**159,322**
8	2033	0	2034	0	10,000,000	2035	$15.93	**159,322**
9	2034	0	2035	0	10,000,000	2036	$15.93	**159,322**
10	2035	0	2036	0	10,000,000	2037	$15.93	**159,322**
11	2036	0	2037	0	10,000,000	2038	$15.93	**159,322**
12	2037	0	2038	0	10,000,000	2039	$15.93	**159,322**
13	2038	0	2039	0	10,000,000	2040	$15.93	**159,322**
14	2039	0	2040	0	10,000,000	2041	$15.93	**159,322**
15	2040	0	2041	0	10,000,000	2042	$15.93	**159,322**
16	2041	0	2042	0	10,000,000	2043	$15.93	**159,322**
17	2042	0	2043	0	10,000,000	2044	$15.93	**159,322**
18	2043	0	2044	0	10,000,000	2045	$15.93	**159,322**
19	2044	0	2045	0	10,000,000	2046	$15.93	**159,322**
20	2045	0	2046	0	10,000,000	2047	$15.93	**159,322**
	Totals	**10,000,000**		**0**			**Future Value of Increment**	**3,154,585**

Table 3 – Cash Flow

Cash Flow Projection

	Projected Revenues			Projected Expenditures									Balances			
				Repayment of Advance $650,000												
				Dated Date:		10/01/26										
Year	Tax Increments	Advance From Utilities	**Total Revenues**	Principal	Est. Rate	Interest	Total Advance Payment	Projected Incentive 2,000,000	Water and Sewer	Payment of Town Taxes	Planning & Administration	**Total Expenditures**	Annual	Cumulative	Liabilities Outstanding	Year
2026		650,000	**650,000**				0		650,000	315	30,000	**680,315**	(30,315)	(30,315)	2,650,000	2026
2027			**0**			23,855	23,855			315	1,000	**25,170**	(25,170)	(55,485)	2,650,000	2027
2028	127,458		**127,458**	22,586	3.67%	23,855	46,441	89,221		315	1,000	**136,977**	(9,519)	(65,004)	2,538,193	2028
2029	159,322		**159,322**	23,415	3.67%	23,026	46,441	111,526		315	1,000	**159,282**	41	(64,963)	2,403,253	2029
2030	159,322		**159,322**	24,274	3.67%	22,167	46,441	111,526		315	1,000	**159,282**	41	(64,922)	2,267,453	2030
2031	159,322		**159,322**	25,165	3.67%	21,276	46,441	111,526			1,000	**158,967**	356	(64,566)	2,130,762	2031
2032	159,322		**159,322**	26,089	3.67%	20,352	46,441	111,526			1,000	**158,967**	356	(64,211)	1,993,147	2032
2033	159,322		**159,322**	27,046	3.67%	19,395	46,441	111,526			1,000	**158,967**	356	(63,855)	1,854,576	2033
2034	159,322		**159,322**	28,039	3.67%	18,402	46,441	111,526			1,000	**158,967**	356	(63,499)	1,715,011	2034
2035	159,322		**159,322**	29,068	3.67%	17,373	46,441	111,526			1,000	**158,967**	356	(63,144)	1,574,418	2035
2036	159,322		**159,322**	30,135	3.67%	16,306	46,441	111,526			1,000	**158,967**	356	(62,788)	1,432,757	2036
2037	159,322		**159,322**	31,240	3.67%	15,201	46,441	111,526			1,000	**158,967**	356	(62,432)	1,289,991	2037
2038	159,322		**159,322**	32,387	3.67%	14,054	46,441	111,526			1,000	**158,967**	356	(62,076)	1,146,078	2038
2039	159,322		**159,322**	33,576	3.67%	12,865	46,441	111,526			1,000	**158,967**	356	(61,721)	1,000,977	2039
2040	159,322		**159,322**	34,808	3.67%	11,633	46,441	111,526			1,000	**158,967**	356	(61,365)	854,643	2040
2041	159,322		**159,322**	36,085	3.67%	10,356	46,441	111,526			1,000	**158,967**	356	(61,009)	707,032	2041
2042	159,322		**159,322**	37,410	3.67%	9,031	46,441	111,526			1,000	**158,967**	356	(60,654)	558,097	2042
2043	159,322		**159,322**	38,783	3.67%	7,658	46,441	111,526			1,000	**158,967**	356	(60,298)	407,789	2043
2044	159,322		**159,322**	40,206	3.67%	6,235	46,441	111,526			1,000	**158,967**	356	(59,942)	256,057	2044
2045	159,322		**159,322**	41,681	3.67%	4,760	46,441	111,526			1,000	**158,967**	356	(59,586)	102,850	2045
2046	159,322		**159,322**	43,211	3.67%	3,230	46,441	14,842			1,000	**62,283**	97,039	37,453	44,797	2046
2047	159,322		**159,322**	44,797	3.67%	1,644	46,441				1,000	**47,441**	111,881	**149,334**	**0**	2047
Totals	**3,154,585**	**650,000**	**3,804,585**	**650,000**		**302,676**	**952,676**	**2,000,000**	**650,000**	**1,575**	**51,000**	**3,655,251**				**Totals**

Notes:

PROJECTED CLOSURE YEAR

LEGEND:

END OF EXP. PERIOD

SECTION 10:
Annexed Property

A tax incremental district cannot include annexed territory unless at least three years have elapsed since the annexation, or certain other requirements are met. Since property within the proposed District boundary has been annexed within the past three years, the City pledges to pay the Town of Wilson for each of the next five years an amount equal to the property taxes levied on the territory by the town at the time of the annexation. Such payments allow for inclusion of the annexed lands as a permitted exception under Wis. Stat. § 66.1105(4)(gm)1.

SECTION 11:
Estimate of Property to Be Devoted to Retail Business

Pursuant to Wis. Stat. § 66.1105(5)(b), the City estimates that none of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period.

SECTION 12:
Proposed Changes of Zoning Ordinances, Master Plan, Map, Building Codes and City Ordinances

Zoning Ordinances

The proposed Plan is in general conformance with the City's current zoning ordinances. Individual properties may require rezoning at the time of development. Land within the District zoned industrial at the time of District creation will remain in a zoning classification suitable for industrial sites for the life of the District.

Master (Comprehensive) Plan and Map

The proposed Plan is in general conformance with the City's Comprehensive Plan identifying the area as appropriate for industrial development.

Building Codes and Ordinances

Development within the District will be required to conform to State Building Codes and will be subject to the City's permitting and inspection procedures. The proposed Plan conforms to all relevant State and local ordinances, plans, and codes. No changes to the existing regulations are proposed or needed.

SECTION 13:
Statement of the Proposed Method for the Relocation of any Persons to be Displaced

Should implementation of this Plan require relocation of individuals or business operations, relocations will be handled in compliance with Wis. Stat. Chapter 32 and Wis. Admin. Code ADM 92.

SECTION 14:
How Creation of the Tax Incremental District Promotes the Orderly Development of the City

Creation of the District and the implementation of the projects in its Plan will promote the orderly industrial development of the City through public infrastructure improvements and providing appropriate financial incentives for private development projects. Through use of tax increment financing, the City can attract new investment that results in increased tax base. Development will occur in an orderly fashion in accordance with approved plans so that the Projects will be compatible with adjacent land uses.

SECTION 15:
List of Estimated Non-Project Costs

Non-project costs are public works projects which only partly benefit the District. Costs incurred that do not benefit the District may not be paid with tax increments. Examples of non-project costs are:

- A public improvement made within the District that also benefits property outside the District. That portion of the total Project Costs allocable to properties outside of the District would be a non-project cost.

- A public improvement made outside the District that only partially benefits property within the District. That portion of the total Project Costs allocable to properties outside of the District would be a non-project cost.
- Projects undertaken within the District as part of the implementation of this Project Plan, the costs of which are paid fully or in part by impact fees, grants, special assessments, or revenues other than tax increments.

No improvements to be made within the District will benefit property outside the District. Furthermore, there will be no improvements made outside the District that will only partially benefit the District.

SECTION 16:
Legal Opinion Advising Whether the Plan is Complete and Complies with Wis. Stat. § 66.1105(4)(f)

Legal Opinion Found on Following Page.

von Briesen

TAGLaw® International Lawyers

Brion T. Winters
Direct Telephone
414-287-1561
brion.winters@vonbriesen.com

As of . 2026

Mayor
City of Sheboygan
828 Center Avenue
Sheboygan, Wisconsin 53081

RE: Project Plan for City of Sheboygan Tax Incremental District No. 27

Dear Mayor:

Wisconsin Statute §66.1105(4)(f) requires that a project plan for a tax incremental district includes an opinion provided by counsel advising as to whether the project plan is complete and complies with Wisconsin Statute §66.1105.

We have acted as counsel for the City of Sheboygan in connection with the proposed creation of Tax Incremental District No. 27 of the City of Sheboygan (the "**District**") and the review of the project plan for the District dated . 2026 (the "**Project Plan**") for compliance with applicable statutory requirements.

Based upon our review, relying upon the accuracy of the statements set forth in the Project Plan, it is our opinion that the Project Plan is complete and complies with the provisions of Wisconsin Statute §66.1105.

Very truly yours,

von BRIESEN & ROPER, s.c.

Brion T. Winters

SECTION 17:
Calculation of the Share of Projected Tax Increments Estimated to be Paid by the Owners of Property in the Overlying Taxing Jurisdictions

The following projection is provided to meet the requirements of Wis. Stat. § 66.1105(4)(i)4.

Estimated portion of taxes that owners of taxable property in each taxing jurisdiction overlaying district would pay by jurisdiction.						
Revenue Year	Sheboygan County	City of Sheboygan	School District of Kohler	Lakeshore Technical College	Total	Revenue Year
2028	37,448	79,456	4,501	6,052	127,458	2028
2029	46,810	99,321	5,627	7,565	159,322	2029
2030	46,810	99,321	5,627	7,565	159,322	2030
2031	46,810	99,321	5,627	7,565	159,322	2031
2032	46,810	99,321	5,627	7,565	159,322	2032
2033	46,810	99,321	5,627	7,565	159,322	2033
2034	46,810	99,321	5,627	7,565	159,322	2034
2035	46,810	99,321	5,627	7,565	159,322	2035
2036	46,810	99,321	5,627	7,565	159,322	2036
2037	46,810	99,321	5,627	7,565	159,322	2037
2038	46,810	99,321	5,627	7,565	159,322	2038
2039	46,810	99,321	5,627	7,565	159,322	2039
2040	46,810	99,321	5,627	7,565	159,322	2040
2041	46,810	99,321	5,627	7,565	159,322	2041
2042	46,810	99,321	5,627	7,565	159,322	2042
2043	46,810	99,321	5,627	7,565	159,322	2043
2044	46,810	99,321	5,627	7,565	159,322	2044
2045	46,810	99,321	5,627	7,565	159,322	2045
2046	46,810	99,321	5,627	7,565	159,322	2046
2047	46,810	99,321	5,627	7,565	159,322	2047
Totals	**926,841**	**1,966,547**	**111,411**	**149,786**	**3,154,585**	

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City of Sheboygan, WI

TID #21 Boundary Amendment #2 Summary

TID #27 Creation Summary

TID #21 Boundary Amendment #2 Summary

Purpose	Add 7.4 acres of territory to District. At least 50% of District area is an area in need of rehabilitation. Three parcels overlay TID #17.
Project Costs	No additions to eligible project costs. Total eligible expenditures for the District are $182,418,239.
But for analysis	Public infrastructure investment & extraordinary costs associated with demolition of structures; redevelopment of sites; makes redevelopment projects not economically viable without public involvement and incentives.
Financial Analysis	Illustration of potential development and expenditures at time of this amendment.

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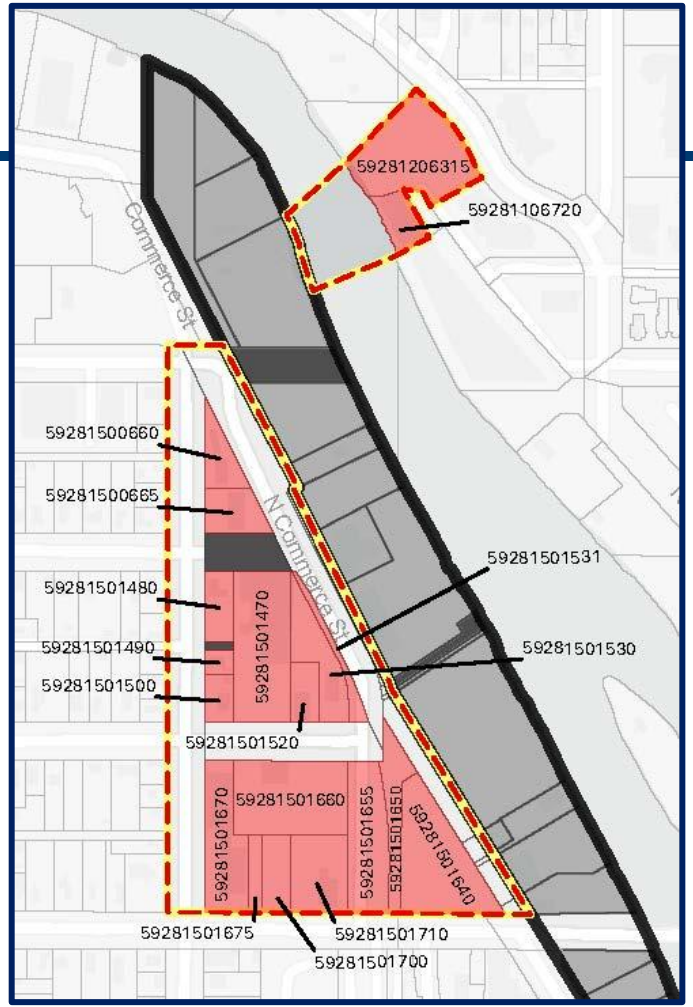
Parcels Added

- Territory added to TID #21 in red.



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12% Limit TID #21 (separate for each district)

Tax Incremental Finance District No. 21

Valuation Test Compliance Calculation

Calculation of City Equalized Value Limit		
City TID IN Equalized Value (Jan. 1, 2026)	$	5,510,778,900
TID Valuation Limit @ 12% of Above Value	**$**	**661,293,468**
Calculation of Value Subject to Limit		
Estimated Base Value of Territory to be Included in District	$	1,940,700
Incremental Value of Existing Districts (Jan. 1, 2026)	$	199,980,800
Less: Value of Underlying TID Parcels	$	-
Total Value Subject to 12% Valuation Limit	**$**	**201,921,500**
Total Percentage of TID IN Equalized Value		3.66%
Residual Value Capacity of TID IN Equalized Value	$	459,371,968

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Parcel Data

List #	Parcel Number	Owner	Acres	Acres: Rehab/ Conservation	Rehab/ Conservation Condition
Existing TID Area (original and amendment #1 area less wetlands)			263.18	136.92	
1	59281206315	REDEVELOPMENT AUTHORITY OF SHEBOYGAN	0.80	0.80	Condition 3
2	59281106720	CITY OF SHEBOYGAN	0.19	0.19	Condition 3
3	59281500660	LAKESHORE SERVICE GARAGE LLC	0.21	0.21	Condition 1
4	59281500665	OTTER CREEK IRREVOCABLE TRUST	0.26	0.26	
5	59281501480	DEOSI PROPERTIES LLC	0.21		
6	59281501490	RANDALL S SCHAAL	0.07		
7	59281501500	RICARDO MONTES DE OCA	0.14		
8	59281501520	ATD PROPERTIES LLC	0.17	0.17	Condition 1
9	59281501470	RANDALL SCOTT SCHAAL	0.88	0.88	Condition 1
10	59281501531	CITY OF SHEBOYGAN	0.13		
11	59281501530	DANIEL R & SUSAN M CIMAROSTI	0.41	0.41	Condition 1
12	59281501670	LW ACQUISITIONS LLC	0.55	0.55	Condition 1
13	59281501660	1217 CENTER AVENUE REAL ESTATE LLC	0.88	0.88	Condition 1
14	59281501675	MILLENNIUM PROPERTIES INC	0.11	0.11	Condition 1
15	59281501700	MILLENNIUM PROPERTIES INC	0.22	0.22	Condition 1
16	59281501710	MILLENNIUM PROPERTIES INC	0.44	0.44	Condition 1
17	59281501655	CITY OF SHEBOYGAN	0.56	0.56	Condition 3
18	59281501650	SHEBOYGAN COUNTY WISCONSIN PLANNING DEPT	0.31	0.31	Condition 3
19	59281501640	REDEVELOPMENT AUTHORITY OF THE CITY OF SHEBOYGAN	0.88	0.88	Condition 3
TOTALS			**270.58**	**143.78**	

Percentage of TID Area Designated as in Need of Rehabilitation or Conservation (at least 50%) **53.14%**

Rehabilitation Conditions:

Condition 1 Carrying out plans for a program of voluntary or compulsory repair and rehabilitation of buildings or other improvement

Condition 2 Acquisition of real property and demolition, removal or rehabilitation of buildings and improvements on the property where necessary to eliminate unhealthful, unsanitary or unsafe conditions, lessen density, reduce traffic hazards, eliminate obsolete or other uses detrimental to the public welfare, to otherwise remove or prevent the spread of blight or deterioration, or to provide land for needed

Condition 3 Installation, construction or reconstruction of streets, utilities, parks, playgrounds, and other improvements necessary for carrying out the objectives of the urban renewal project.

Condition 4 The disposition, for uses in accordance with the objectives of the urban renewal project, of any property acquired in the area of the project. The disposition shall be in the manner prescribed in this section for the disposition of property in a redevelopment project area. "Urban renewal project" includes undertakings and activities for the elimination and for the prevention of the development or spread of slums or blighted, deteriorated or deteriorating areas and may involve any work or undertaking for this purpose constituting a redevelopment project or any rehabilitation or conservation work, or any combination of the undertaking or work

Eligible Project Costs TID #21 (unchanged)

Tax Incremental Finance District No. 21

Detailed List of Estimated Project Costs - Prior Project Plans (No Changes)

Project Name/Type	Original Plan	First Amend.	Non Project Costs	Totals
Vacant Commercial Building	4,000,000			**4,000,000**
Vacant Manufacturing Building	4,000,000			**4,000,000**
Parking Structure No. 1	10,000,000			**10,000,000**
Commercial Space (Hotel)	4,000,000			**4,000,000**
Parking Structure No. 2	10,000,000			**10,000,000**
Mayline Site Clean Up	3,000,000			**3,000,000**
Pedestrian Bridge	3,500,000			**3,500,000**
Development Incentives	54,175,000			**54,175,000**
South Point Land Purchases	10,000,000			**10,000,000**
Mayline River Walk/Shoreline Restoration	1,500,000			**1,500,000**
Weil Center Site Demo	500,000			**500,000**
Marina Project	17,500,000			**17,500,000**
Penn Ave. Bridge[1]	120,000		(60,000)	**60,000**
City Costs (Reimbursments)	1,400,000			**1,400,000**
Street Lights (Place Making)	1,000,000			**1,000,000**
Commerce Street Reconstruction	3,250,000			**3,250,000**
Property Acquisition/Demotlition		895,000		**895,000**
Interest on Long Term Debt	52,611,675			**52,611,675**
Financing Costs	481,500			**481,500**
Ongoing Planning & Administrative Costs	545,064			**545,064**
	181,583,239	**895,000**	**(60,000)**	**182,418,239**

Notes:

1. Was approved as a one half mile radius project.

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Tax Incremental Finance District No. 21

Development Assumptions

Construction Year		Actual	South Lake Front	River Front	Downtown	Blue Harbor Area	North Downtown	**Annual Total**	Construction Year	
			Total Value	Total Value	Total Value	Total Value	Total Value			
1	2024	6,186,100						**6,186,100**	2024	1
2	2025	(4,037,400)						**(4,037,400)**	2025	2
3	2026		40,000,000					**40,000,000**	2026	3
4	2027				14,800,000			**14,800,000**	2027	4
5	2028			69,000,000				**69,000,000**	2028	5
6	2029				47,190,000	5,000,000		**52,190,000**	2029	6
7	2030						110,000,000	**110,000,000**	2030	7
8	2031		55,000,000					**55,000,000**	2031	8
9	2032							**0**	2032	9
10	2033							**0**	2033	10
11	2034							**0**	2034	11
12	2035							**0**	2035	12
13	2036							**0**	2036	13
14	2037							**0**	2037	14
15	2038							**0**	2038	15
16	2039							**0**	2039	16
17	2040							**0**	2040	17
18	2041							**0**	2041	18
19	2042							**0**	2042	19
20	2043							**0**	2043	20
21	2044							**0**	2044	21
22	2045							**0**	2045	22
23	2046							**0**	2046	23
24	2047							**0**	2047	24
25	2048							**0**	2048	25
26	2049							**0**	2049	26
27	2050							**0**	2050	27
	Totals	**2,148,700**	**95,000,000**	**69,000,000**	**61,990,000**	**5,000,000**	**110,000,000**	**343,138,700**		

Tax Incremental Finance District No. 21

Tax Increment Projection Worksheet

Type of District	Rehabilitation	
District Creation Date	March 25, 2024	
Valuation Date	Jan 1,	2024
Max Life (Years)	27	
End of Expenditure Period	22	3/25/2046
Revenue Periods/Final Year	27	2052
Extension Eligibility/Years	Yes	3
Eligible Recipient District	Yes	

Base Value	270,966,400
Economic Change Factor	
Apply to Base Value	
Base Tax Rate	
Rate Adjustment Factor	0.00%

	Construction Year	Value Added	Valuation Year	Economic Change	Total Increment	Revenue Year	Tax Rate	Tax Increment
1	**2024**	**6,186,100**	**2025**	**0**	**6,186,100**	**2026**	**$15.41**	**95,322**
2	**2025**	**-4,037,400**	**2026**	**0**	**2,148,700**	**2027**	$15.41	**33,111**
3	2026	40,000,000	2027	0	42,148,700	2028	$15.41	**649,511**
4	2027	14,800,000	2028	0	56,948,700	2029	$15.41	**877,579**
5	2028	69,000,000	2029	0	125,948,700	2030	$15.41	**1,940,869**
6	2029	52,190,000	2030	0	178,138,700	2031	$15.41	**2,745,117**
7	2030	110,000,000	2031	0	288,138,700	2032	$15.41	**4,440,217**
8	2031	55,000,000	2032	0	343,138,700	2033	$15.41	**5,287,767**
9	2032	0	2033	0	343,138,700	2034	$15.41	**5,287,767**
10	2033	0	2034	0	343,138,700	2035	$15.41	**5,287,767**
11	2034	0	2035	0	343,138,700	2036	$15.41	**5,287,767**
12	2035	0	2036	0	343,138,700	2037	$15.41	**5,287,767**
13	2036	0	2037	0	343,138,700	2038	$15.41	**5,287,767**
14	2037	0	2038	0	343,138,700	2039	$15.41	**5,287,767**
15	2038	0	2039	0	343,138,700	2040	$15.41	**5,287,767**
16	2039	0	2040	0	343,138,700	2041	$15.41	**5,287,767**
17	2040	0	2041	0	343,138,700	2042	$15.41	**5,287,767**
18	2041	0	2042	0	343,138,700	2043	$15.41	**5,287,767**
19	2042	0	2043	0	343,138,700	2044	$15.41	**5,287,767**
20	2043	0	2044	0	343,138,700	2045	$15.41	**5,287,767**
21	2044	0	2045	0	343,138,700	2046	$15.41	**5,287,767**
22	2045	0	2046	0	343,138,700	2047	$15.41	**5,287,767**
23	2046	0	2047	0	343,138,700	2048	$15.41	**5,287,767**
24	2047	0	2048	0	343,138,700	2049	$15.41	**5,287,767**
25	2048	0	2049	0	343,138,700	2050	$15.41	**5,287,767**
26	2049	0	2050	0	343,138,700	2051	$15.41	**5,287,767**
27	2050	0	2051	0	343,138,700	2052	$15.41	**5,287,767**
	Totals	**343,138,700**		**0**			**Future Value of Increment**	**116,537,076**

Tax Incremental Finance District No. 21

Cash Flow Projection

Item 22.

	Projected Revenues						Projected Expenditures												Balances			
Year	Tax Increments	Interest Earnings	FHA Grant	Water Utility Payment	Debt Proceeds	**Total Revenues**	Total Debt Service	MRO #1 Malibu Apt $8,000,000	MRO #2 Riverview District LLC $9,150,000	MRO #3 Waterside $2,800,000	MRO #4 Weill Center Foundation $500,000	MRO #5 Harbor View Lofts Apts $4,460,400	MRO #5 Harbor View Lofts Town Homes $299,600	Potential Future Incentive Allowance	Capital Outlay	Debt Issuance Costs	Ongoing Professional Services & Administration	**Total Expenditures**	Annual	Cumulative	Liabilities Outstanding	Year
2024																				**1,442,430**		2024
2025		39,310	339,977	94,066	6,525,036	**6,998,389**	360,260				331,876				6,899,972	180,414	136,179	**7,908,701**	(910,312)	532,118		2025
2026	95,322					**95,322**	652,254				168,124				750,000		67,000	**1,637,378**	(1,542,056)	(1,009,938)	21,800,000	2026
2027	33,111					**33,111**	834,589	204,766									67,000	**1,106,355**	(1,073,243)	(2,083,181)	21,395,234	2027
2028	649,511					**649,511**	907,464	585,546									67,000	**1,560,010**	(910,498)	(2,993,679)	20,524,688	2028
2029	877,579					**877,579**	1,058,964	585,546									67,000	**1,711,510**	(833,930)	(3,827,610)	36,194,142	2029
2030	1,940,869					**1,940,869**	1,055,714	585,546	797,422	161,796		257,741	17,312				67,000	**2,942,530**	(1,001,660)	(4,829,270)	33,899,326	2030
2031	2,745,117					**2,745,117**	1,124,589	585,546	797,422	161,796		257,741	17,312				67,000	**3,011,405**	(266,287)	(5,095,557)	31,509,510	2031
2032	4,440,217					**4,440,217**	1,120,464	462,273	797,422	161,796		257,741	17,312				67,000	**2,884,007**	1,556,211	(3,539,347)	51,395,967	2032
2033	5,287,767					**5,287,767**	1,144,339	462,273	797,422	161,796		257,741	17,312				67,000	**2,907,882**	2,379,886	(1,159,461)	49,049,424	2033
2034	5,287,767					**5,287,767**	1,155,714	462,273	797,422	161,796		257,741	17,312	1,170,000			67,000	**4,089,257**	1,198,511	39,050	45,487,881	2034
2035	5,287,767					**5,287,767**	1,164,839	462,273	797,422	161,796		257,741	17,312	1,170,000			67,000	**4,098,382**	1,189,386	1,228,435	41,881,338	2035
2036	5,287,767					**5,287,767**	1,171,714	462,273	797,422	161,796		257,741	17,312	1,170,000			67,000	**4,105,257**	1,182,511	2,410,946	38,229,795	2036
2037	5,287,767					**5,287,767**	1,171,589	462,273	797,422	161,796		257,741	17,312	1,170,000			67,000	**4,105,132**	1,182,636	3,593,582	34,538,252	2037
2038	5,287,767					**5,287,767**	1,168,281	462,273	797,422	161,796		257,741	17,312	1,170,000			67,000	**4,101,824**	1,185,943	4,779,525	30,811,709	2038
2039	5,287,767					**5,287,767**	1,157,049	462,273	797,422	161,796		257,741	17,312	1,170,000	5,341,931		67,000	**9,432,523**	(4,144,755)	634,769	27,060,166	2039
2040	5,287,767					**5,287,767**	1,144,349	462,273	797,422	161,796		257,741	17,312	1,170,000	600,000		67,000	**4,677,892**	609,875	1,244,644	23,283,623	2040
2041	5,287,767					**5,287,767**	1,134,899	462,273	378,362	161,796		257,741	17,312	1,170,000			67,000	**3,649,382**	1,638,385	2,883,029	19,896,140	2041
2042	5,287,767					**5,287,767**	1,113,771	462,273		161,796		257,741	17,312	1,170,000			67,000	**3,249,893**	2,037,875	4,920,904	16,867,018	2042
2043	5,287,767					**5,287,767**	1,277,260	368,047		161,796		257,741	17,312	1,170,000	4,000,000		67,000	**7,319,155**	(2,031,388)	2,889,516	13,722,123	2043
2044	5,287,767					**5,287,767**	1,191,633			161,796		257,741	17,312	1,170,000			67,000	**2,865,481**	2,422,287	5,311,803	10,980,275	2044
2045	5,287,767					**5,287,767**	680,783			161,796		257,741	17,312	1,170,000			67,000	**2,354,631**	2,933,137	8,244,939	8,708,426	2045
2046	5,287,767				21,500,000	**26,787,767**	0			211,269		257,741	17,312	1,170,000	31,500,000		67,000	**33,223,322**	(6,435,554)	1,809,385	28,552,105	2046
2047	5,287,767					**5,287,767**	4,713,750					78,811	5,294	1,170,000			67,000	**6,034,855**	(747,087)	1,062,298	23,713,000	2047
2048	5,287,767					**5,287,767**	4,525,538							1,170,000			67,000	**5,762,538**	(474,770)	587,528	18,958,000	2048
2049	5,287,767					**5,287,767**	4,337,325							1,170,000			67,000	**5,574,325**	(286,558)	300,970	14,203,000	2049
2050	5,287,767					**5,287,767**	4,149,113							1,170,000			67,000	**5,386,113**	(98,345)	202,625	9,448,000	2050
2051	5,287,767					**5,287,767**	3,960,900							1,170,000			67,000	**5,197,900**	89,867	292,492	4,693,000	2051
2052	5,287,767					**5,287,767**	3,762,688							1,118,000			66,885	**4,947,573**	340,195	**632,687**	**(0)**	2052
Totals	**116,537,076**	**39,310**	**339,977**	**94,066**	**28,025,036**	**145,035,465**	**47,239,827**	**8,000,000**	**9,150,000**	**2,800,000**	**500,000**	**4,460,400**	**299,600**	**22,178,000**	**49,091,903**	**180,414**	**1,945,064**	**145,845,208**				**Totals**

Notes:

1. Riverview maximum MRO payment is $9,150,000. Final year 2051.
2. Waterside $2.8 million PAYGO final year is 2050.
3. Harborview Lofts PAYGO not to exceed $299,600. Final year is 2052.
4. Harborview Apartments PAYGO not to exceed $4,460,000 final payment year is 2052.
5. Capital outlay projections are as follows:

   2027: $750,000 Commerce Street/Riverwalk

   2039: $5,341,931 Pedestrian Bridge

   2040: $600,000 Street lights

   2043: $4,000,000 land purchases

   2046: $17,00,000 Marina and $14,500,000 parking garage.

PROJECTED CLOSURE YEAR WITH NO OTHER COSTS

LEGEND:

END OF EXP. PERIOD

TID #21 Amendment Summary

Territory amendment only, no new project costs.

Adding 7.4 acres to District to expand redevelopment opportunities.

District eligible for two additional boundary amendments if needed.

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TID #27 Creation Summary

District Type	Industrial District, maximum life of 20 years. 31 acres located along County HWY A and Weeden Creek.
Development	72,000 square foot manufacturing facility for Northland Plastics.
Project Costs	$3,005,000 including water and sewer improvements, allowances for development incentives, administrative costs, interest expense, payments to Town of Wilson.
But for analysis	Water and sewer needed for Northland Plastics operations, retention of 36 jobs with potential for 4 additional positions.

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12% limit TID #27 (separate for each district)

Valuation Test Compliance Calculation		
Calculation of City Equalized Value Limit		
City TID IN Equalized Value (Jan. 1, 2026)	$	5,510,778,900
TID Valuation Limit @ 12% of Above Value	**$**	**661,293,468**
Calculation of Value Subject to Limit		
Estimated Base Value of Territory to be Included in District	$	201,200
Incremental Value of Existing Districts (Jan. 1, 2026)	$	199,980,800
Total Value Subject to 12% Valuation Limit	**$**	**200,182,000**
Total Percentage of TID IN Equalized Value		3.63%
Residual Value Capacity of TID IN Equalized Value	$	461,111,468

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TID #27 Boundary with annexation

Eligible Project Costs

Detailed List of Estimated Project Costs			
Project Name/Type	**Estimated Cost**	**Less: Non-Project Costs**	**Totals**
Water and Sanitary Sewer Improvements	650,000		**650,000**
Developer Incentive	2,000,000		**2,000,000**
Payment of Town Taxes	1,575		**1,575**
Interest Expense	302,676		**302,676**
Planning & Administrative Costs	51,000		**51,000**
Total Projects	**3,005,251**	**0**	**3,005,251**

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TID #26 Financial Analysis Summary

Development Assumptions	Projected value from development is $10,000,000.
Cash Flow	Illustrates potential project costs supported by development.
Projected Closure	District projected to remain open for its maximum life (2047).

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Development (valuation) Assumptions

Construction Year		Projected Incremental Value Total Value	**Annual Total**	Construction Year	
1	2026	8,000,000	**8,000,000**	2026	1
2	2027	2,000,000	**2,000,000**	2027	2
3	2028		**0**	2028	3
4	2029		**0**	2029	4
5	2030		**0**	2030	5
6	2031		**0**	2031	6
7	2032		**0**	2032	7
8	2033		**0**	2033	8
9	2034		**0**	2034	9
10	2035		**0**	2035	10
11	2036		**0**	2036	11
12	2037		**0**	2037	12
13	2038		**0**	2038	13
14	2039		**0**	2039	14
15	2040		**0**	2040	15
16	2041		**0**	2041	16
17	2042		**0**	2042	17
18	2043		**0**	2043	18
19	2044		**0**	2044	19
20	2045		**0**	2045	20
	Totals	**10,000,000**	**10,000,000**		

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Tax Increment Projection Worksheet

Type of District	Industrial	
District Creation Date	September 21, 2026	
Valuation Date	Jan 1,	2026
Max Life (Years)	20	
End of Expenditure Period	15	9/21/2041
Revenue Periods/Final Year	20	2047
Extension Eligibility/Years	Yes	3
Eligible Recipient District	No	

Base Value	201,200
Economic Change Factor	
Apply to Base Value	
Base Tax Rate	$15.93
Rate Adjustment Factor	0.00%

	Construction Year	Value Added	Valuation Year	Economic Change	Total Increment	Revenue Year	Tax Rate	Tax Increment
1	2026	8,000,000	2027	0	8,000,000	2028	$15.93	**127,458**
2	2027	2,000,000	2028	0	10,000,000	2029	$15.93	**159,322**
3	2028	0	2029	0	10,000,000	2030	$15.93	**159,322**
4	2029	0	2030	0	10,000,000	2031	$15.93	**159,322**
5	2030	0	2031	0	10,000,000	2032	$15.93	**159,322**
6	2031	0	2032	0	10,000,000	2033	$15.93	**159,322**
7	2032	0	2033	0	10,000,000	2034	$15.93	**159,322**
8	2033	0	2034	0	10,000,000	2035	$15.93	**159,322**
9	2034	0	2035	0	10,000,000	2036	$15.93	**159,322**
10	2035	0	2036	0	10,000,000	2037	$15.93	**159,322**
11	2036	0	2037	0	10,000,000	2038	$15.93	**159,322**
12	2037	0	2038	0	10,000,000	2039	$15.93	**159,322**
13	2038	0	2039	0	10,000,000	2040	$15.93	**159,322**
14	2039	0	2040	0	10,000,000	2041	$15.93	**159,322**
15	2040	0	2041	0	10,000,000	2042	$15.93	**159,322**
16	2041	0	2042	0	10,000,000	2043	$15.93	**159,322**
17	2042	0	2043	0	10,000,000	2044	$15.93	**159,322**
18	2043	0	2044	0	10,000,000	2045	$15.93	**159,322**
19	2044	0	2045	0	10,000,000	2046	$15.93	**159,322**
20	2045	0	2046	0	10,000,000	2047	$15.93	**159,322**
	Totals	**10,000,000**		**0**			**Future Value of Increment**	**3,154,585**

Tax Increment District No. 27

Cash Flow Projection

	Projected Revenues			Projected Expenditures									Balances			
				Repayment of Advance $650,000												
				Dated Date:		10/01/26	Total	Projected Incentive								
Year	Tax Increments	Advance From Utilities	**Total Revenues**	Principal	Est. Rate	Interest	Advance Payment	2,000,000	Water and Sewer	Payment of Town Taxes	Planning & Administration	**Total Expenditures**	Annual	Cumulative	Liabilities Outstanding	Year
2026		650,000	**650,000**				0		650,000	315	30,000	**680,315**	(30,315)	(30,315)	2,650,000	2026
2027			**0**			23,855	23,855			315	1,000	**25,170**	(25,170)	(55,485)	2,650,000	2027
2028	127,458		**127,458**	22,586	3.67%	23,855	46,441	89,221		315	1,000	**136,977**	(9,519)	(65,004)	2,538,193	2028
2029	159,322		**159,322**	23,415	3.67%	23,026	46,441	111,526		315	1,000	**159,282**	41	(64,963)	2,403,253	2029
2030	159,322		**159,322**	24,274	3.67%	22,167	46,441	111,526		315	1,000	**159,282**	41	(64,922)	2,267,453	2030
2031	159,322		**159,322**	25,165	3.67%	21,276	46,441	111,526			1,000	**158,967**	356	(64,566)	2,130,762	2031
2032	159,322		**159,322**	26,089	3.67%	20,352	46,441	111,526			1,000	**158,967**	356	(64,211)	1,993,147	2032
2033	159,322		**159,322**	27,046	3.67%	19,395	46,441	111,526			1,000	**158,967**	356	(63,855)	1,854,576	2033
2034	159,322		**159,322**	28,039	3.67%	18,402	46,441	111,526			1,000	**158,967**	356	(63,499)	1,715,011	2034
2035	159,322		**159,322**	29,068	3.67%	17,373	46,441	111,526			1,000	**158,967**	356	(63,144)	1,574,418	2035
2036	159,322		**159,322**	30,135	3.67%	16,306	46,441	111,526			1,000	**158,967**	356	(62,788)	1,432,757	2036
2037	159,322		**159,322**	31,240	3.67%	15,201	46,441	111,526			1,000	**158,967**	356	(62,432)	1,289,991	2037
2038	159,322		**159,322**	32,387	3.67%	14,054	46,441	111,526			1,000	**158,967**	356	(62,076)	1,146,078	2038
2039	159,322		**159,322**	33,576	3.67%	12,865	46,441	111,526			1,000	**158,967**	356	(61,721)	1,000,977	2039
2040	159,322		**159,322**	34,808	3.67%	11,633	46,441	111,526			1,000	**158,967**	356	(61,365)	854,643	2040
2041	159,322		**159,322**	36,085	3.67%	10,356	46,441	111,526			1,000	**158,967**	356	(61,009)	707,032	2041
2042	159,322		**159,322**	37,410	3.67%	9,031	46,441	111,526			1,000	**158,967**	356	(60,654)	558,097	2042
2043	159,322		**159,322**	38,783	3.67%	7,658	46,441	111,526			1,000	**158,967**	356	(60,298)	407,789	2043
2044	159,322		**159,322**	40,206	3.67%	6,235	46,441	111,526			1,000	**158,967**	356	(59,942)	256,057	2044
2045	159,322		**159,322**	41,681	3.67%	4,760	46,441	111,526			1,000	**158,967**	356	(59,586)	102,850	2045
2046	159,322		**159,322**	43,211	3.67%	3,230	46,441	14,842			1,000	**62,283**	97,039	37,453	44,797	2046
2047	159,322		**159,322**	44,797	3.67%	1,644	46,441				1,000	**47,441**	111,881	**149,334**	**0**	2047
Totals	**3,154,585**	**650,000**	**3,804,585**	**650,000**		**302,676**	**952,676**	**2,000,000**	**650,000**	**1,575**	**51,000**	**3,655,251**				**Totals**

Notes:

PROJECTED CLOSURE YEAR

LEGEND:

END OF EXP. PERIOD

Timeline

- August 26, 2026: Initial Joint Review Board (organizational).
- August 26, 2026
  - ✓ Plan Commission Public Hearing. Consider resolution to create district (approval required to proceed).
- September 21, 2026
  - ✓ City Council considers resolution to create district (approval required to proceed).
- October 5, 2026 to October 28, 2026
  - ✓ Final JRB meeting to consider resolution to create district (approval required).

CITY OF SHEBOYGAN
RESOLUTION 103-26-27

BY ALDERPERSONS DEKKER AND KELLY.

SEPTEMBER 14, 2026.

A RESOLUTION designating the City Forester as the City's Authorized Representative for the purpose of Wisconsin Department of Natural Resources (WI DNR) Urban Forestry Grants for calendar year 2026 and directing him to submit an Urban Forestry Grant Application.

WHEREAS, pursuant to Wis. Stat. § 23.097(1g), the WI DNR may award grants to cities for up to 50% of the cost of tree management plans, tree inventories, brush residue projects, the development of tree management ordinances, tree disease evaluations, public education concerning trees in urban areas, and other tree projects; and

WHEREAS, pursuant to Wis. Stat. § 23.097(1r), the WI DNR may award grants to cities for the costs of removing, saving, and replacing trees that are damaged by catastrophic storm events in urban areas; and

WHEREAS, in order to be eligible, the City must annually submit a resolution identifying the Authorized Representative for WI DNR grant purposes who is an office, officer, or employee given authority to act on the applicant's behalf to (1) sign and submit a grant application; (2) sign a grant agreement between the City and WI DNR; (3) submit interim and final reports to the WI DNR to satisfy the grant agreement; (4) submit grant reimbursement requests to the WI DNR; and (5) sign and submit any other required documentation regarding the grant; and

WHEREAS, City staff desires to apply for an Urban Forestry Grant for calendar year 2027, the maximum amount of which is $25,000, and which would require a $25,000 match from the City; and

WHEREAS, in-kind labor, services, and donations may be used to contribute toward the City's share of the match amount; and

WHEREAS, it is anticipated that there will be sufficient funds in the 2027 budget for the City's share of the matching costs.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council designates the City Forester as the Authorized Representative for the urban forestry grant purposes identified herein and directs the City Forester to submit an urban forestry grant application(s) to the WI DNR for the 2026 calendar year.

BE IT FURTHER RESOLVED: That if the grant application is approved, the Finance Director may draw funds associated with the grant project costs from General Fund – Forestry – Contracted Services (Acct. No. 101695-531100) and General Fund – Forestry – Operating Supplies (Acct. No. 101695-540210).

BE IT FURTHER RESOLVED: That if the grant application is awarded by WI DNR the Authorized Representative is permitted to execute the grant agreement upon approval by the City Attorney and City Administrator.

BE IT FURTHER RESOLVED: That if all or part of the City is damaged by a catastrophic storm event such that WI DNR awards grants for the costs of removing, saving, and replacing trees that were damaged during the event, the Authorized Representative may submit a grant application therefor.

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 104-26-27 SUBS OF

BY ALDERPERSONS MITCHELL AND PERRELLA.

SEPTEMBER 14, 2026.

A RESOLUTION amending the 2026 budget for various expenses incurred or planned.

RESOLVED: That the Finance Director is authorized to make amendments in the 2026 budget for the following:

Increase of Ambulance Revenue to offset Fire Department Overtime

INCREASE:	
General Fund - Ambulance Fees	$185,554
(Acct. No. 101-462300)	
General Fund - Fire Department – Full-Time Salaries Overtime	$185,554
(Acct. No. 101220-510111)	

Utilization of 2024 budgeted funds currently in Capital Fund – Fund Balance to upfit the new Quint Engine with anticipated receipt in 2027 due to production delays

INCREASE:	
Capital Fund - Public Safety – Vehicles	$319,000
(Acct. No. 400200-651100)	
Capital Fund - Fund Equity Applied	$319,000
(Acct. No. 400-493000)	

Reflect the lower Transit CDBG allocation award and offset by Farebox Revenues

INCREASE:	
Transit Fund – Farebox Fares	$23,973
(Acct. No. 651-463505)	
DECREASE:	
Transit Fund – HUD Subsidy	$23,973
(Acct. No. 651-433300)	

Reflect Mead Public Library project expenses offset by Foundation grants

INCREASE:	
Library Fund - Contributions/Donations	$203,700
(Acct. No. 255-485000)	

INCREASE:
Library Fund - Donation Purchases $203,700
(Acct. No. 255511-548001)

Arbinger Institute Inc. leadership training for staff

INCREASE:
General Fund - Human Resources - City-Wide Employee Development
(Acct. No. 101144-536140) $206,378
INCREASE:
General Fund - City Administrator – Contingency $206,378
(Acct. No. 101141-810101)

Correction to Resolution 86-26-27 (Pearce Property Purchase) to provide clarity and reflect the Capital Fund debt proceeds account number due to clerical error

DECREASE:
General Fund – Fund Balance Applied $1,937,635
(Acct. No. 101-493000)
INCREASE:
Capital Fund – Debt Proceeds $1,937,635
(Acct. No. 400-491000)

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL
_____.

Presiding Officer

_____
Ryan Sorenson, Mayor, City of Sheboygan

Attest

_____
Meredith DeBruin, City Clerk, City of Sheboygan

CITY OF SHEBOYGAN
RESOLUTION 104-26-27

BY ALDERPERSONS MITCHELL AND PERRELLA.

SEPTEMBER 14, 2026.

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(Acct. No. 400-491000)

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL _____.

Presiding Officer

_____
Ryan Sorenson, Mayor, City of Sheboygan

Attest

_____
Meredith DeBruin, City Clerk, City of Sheboygan

CITY OF SHEBOYGAN
RESOLUTION 110-26-27

BY ALDERPERSONS DEKKER AND KELLY.

SEPTEMBER 14, 2026.

A RESOLUTION authorizing the Mayor and City Clerk to execute a Ground Lease with Sheboygan Area Youth Soccer Organization, LLC, d/b/a Lakeshore United (LUFC) for development of a multi-sport and recreational facility at the City's "Butzen Farm Property" located at 3936 South Business Drive.

WHEREAS, in 2014, the City accepted 52.84 acres of land at 3936 S. Business Drive ("the Property") via Resolution 61-14-15 with the condition that such land be used for park purposes; and

WHEREAS, in May, 2023, the City and LUFC entered into a short-term Land Lease Agreement allowing LUFC to utilize the Property for soccer and recreational programming; and

WHEREAS, the parties would like to transition to a 99-year Ground Lease, which would allow LUFC to develop, construct, and manage a multi-sport and recreational facility for soccer and other activities at the Butzen Farm Property; and

WHEREAS, the Ground Lease's proposed improvements would include, but are not limited to, natural and artificial playing surfaces, related permanent infrastructure, and adequate parking and storage consideration, primarily designed for soccer programming and operations but inclusive of other programming and operational opportunities for sports and other recreational pursuits and/or activities.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council authorizes the Mayor and City Clerk to execute the attached Ground Lease, which will allow the City to continue working with LUFC through the final design, construction, and development of the Project.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL _____.

Presiding Officer

_____

Ryan Sorenson, Mayor, City of Sheboygan

Attest

_____

Meredith DeBruin, City Clerk, City of Sheboygan

GROUND LEASE

THIS GROUND LEASE (the "**Lease**") is made as of October 1, 2026 (the "**Effective Date**"), by and between the **CITY OF SHEBOYGAN**, a Wisconsin municipal corporation ("**Landlord**"), and **SHEBOYGAN AREA YOUTH SOCCER ORGANIZATION, LLC, d/b/a LAKESHORE UNITED FC**, a Wisconsin limited liability company and 501(c)(3) non-profit organization ("**Tenant**") and amends and restates in its entirety that certain "Land Lease Agreement" dated May 9, 2023 between Landlord and Tenant on the Premises (as defined below).

RECITALS

A. Landlord is the fee owner of the approximately 52.84 acres of real property located in the City of Sheboygan, Wisconsin, and legally described on Exhibit A attached to this Lease and incorporated herein by reference (the "**Premises**"), subject to covenants, restrictions, reservations, liens, encumbrances, conditions, encroachments, easements and other matters of title that affect the Premises ("**Permitted Encumbrances**");

B. Tenant desires to lease the Premises for the purpose of developing and constructing a multi-sport and recreational facility for soccer and other recreational activities which includes, without limitation, natural and artificial playing surfaces, related permanent infrastructure, adequate parking and storage consideration primarily designed for soccer programming and operations but inclusive of other programming and operational opportunities for sports and other recreational pursuits and/or activities (collectively, the "**Project**"), on the terms and conditions set forth in this Lease.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant each hereby agrees as follows:

1. GRANT OF LEASE; LEASE TERM; AND TENANT'S ACCEPTANCE OF CONDITION OF PREMISES.

1.1 Grant of Lease. In consideration of rents, terms, covenants and agreements to be performed and observed by Tenant, as hereinafter set forth, Landlord leases to Tenant, and Tenant rents from Landlord the Premises subject to this Lease and the Permitted Encumbrances.

1.2 Term. The term of this Lease shall be for ninety-nine (99) Lease Years (as defined below), unless terminated earlier or otherwise extended as expressly provided herein (the "**Term**"). The Term shall commence on the Effective Date (the "**Commencement Date**"). For purposes of this Lease, a "**Lease Year**" means from October 1 of one calendar year to September 30 of the immediately succeeding calendar year.

1.3 Extension of the Term. Provided on the day prior to the end of the then current Term: (a) this Lease is in full force and effect, (b) Tenant, including, without limitation, all successors and assigns of Tenant, have performed all of Tenant's obligations and covenants under this Lease, and (c) there is no uncured default or event of default by Tenant under this Lease, the Term of this Lease shall automatically extend for a successive five (5) Lease Year period; unless

otherwise terminated by Tenant on or prior to the November 1 immediately preceding the expiration of the then current Term.

1.4 "AS IS" Condition. Tenant has inspected the Premises and accepts the Premises "AS IS," "WHERE IS" and "WITH ALL FAULTS" in its current condition without any express, implied or any other representations or warranties as to the condition of the Premises by Landlord. Landlord expressly disclaims any warranties or representations regarding the Premises and any and all conditions or entitlements related to the Premises and, further, makes no warranties or representations regarding the suitability of the Premises for the Project or Tenant's use. Tenant warrants and represents that Tenant had adequate time and opportunity to conduct all due diligence Tenant deems necessary on the Premises and that Tenant is relying solely upon Tenant's own judgment in proceeding to enter into this Lease and build the Project on the Premises.

2. **RENT**.

2.1 Rent. Tenant shall pay to Landlord the sum of One Dollar ($1.00) annually for each Lease Year of the Term as rent for use of the Premises under the terms of this Lease (the "**Rent**"). Rent shall be paid without demand and without abatement, deduction, or set-off. Rent for each Lease Year shall be due and payable in advance on or before the first (1st) day of each Lease Year.

2.2 Tenant's Obligation to Pay Taxes and all Operating Costs, Maintenance, Repairs and Replacements. During the Term, Tenant shall pay all operating expenses of whatever nature that relate to the Premises including, but not limited to, Taxes (as defined below), utility charges, insurance premiums, operating charges, maintenance, repair and/or replacement costs and/or expenses, construction costs and any other charges, costs and expenses which arise on the Premises or may be contemplated under any provisions of this Lease during the Term. Tenant shall keep and maintain the Project and the Premises in the same order and repair as would be required which includes, but is not limited to, that repair, remediation, update, or construction required to the high standard expected of the condition of the Premises by both Landlord and Tenant, and said considerations are to be discussed and determined with an annual report to be submitted by Tenant to Landlord regarding such conditions and requirements, with Landlord and Tenant to meet and confer with respect to any need based repairs, maintenance, remediation, and/or construction.

2.3 Lien Rights. All Rent due and to become due and all other obligations of Tenant to Landlord under this Lease shall as a result of the recording of this Lease, be a first lien on the Premises, the Project and all improvements on the Premises, and all other liens shall be subordinate to the lien of this Lease, except as otherwise required by applicable law.

2.4 Place of Payment. All sums payable to Landlord under the terms of this Lease shall be paid to or upon the order of Landlord at Landlord's address set forth in this Lease or as otherwise designated in writing by Landlord. Landlord may change its address by notice to Tenant of such change pursuant to the terms of this Lease.

2.5 Past Due Rent. If Tenant fails to timely pay Rent or any other charge due under this Lease, such failure to timely pay shall be a Default (as defined below) under this Lease

and the unpaid amount shall, at Landlord's option and without waiving any other right of Landlord, bear interest from the due date to the date of payment at a rate of twelve percent (12%) per annum.

3. **REQUIRED INFORMATION FOR PROJECT.**

3.1 Required Information. Landlord shall have the right to terminate this Lease, if the Required Information (as defined below) has not been timely provided by Tenant to Landlord in form and substance reasonably acceptable to Landlord. On or before December 31, 2035, Tenant shall provide to Landlord the following required information related to the Project (collectively, the "**Required Information**") and such other documentation as Landlord may request, both in form and in substance acceptable to Landlord:

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

(i) Intended commencement and completion date,

(ii) Reasonably estimated costs associated with the construction, and

(iii) Reasonably estimated value, upon completion, of the intended improvements to be constructed on the Premises.

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

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

(d) A copy of the final construction plans and complete specifications for the intended construction related to the Project that are consistent with the provisions of this Lease and Landlord's expectations for the Project (the "**Final Plans**"). The Final Plans must be certified as final and complete and be signed by Tenant, the consulting engineer, architect and the general contractor (as applicable) and approved by Landlord in writing.

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

(f) A traffic impact analysis for the entire Project: (i) completed by a Wisconsin-licensed, professional, traffic engineer that is acceptable to the Department of Public Works for the City of Sheboygan (as confirmed in writing), (ii) prepared in coordination with the City Engineer for the City of Sheboygan, and (iii) prepared in compliance with all ordinances of the City of Sheboygan at the time of the traffic impact analysis.

(g) A parking lot plan bearing the seal of a Wisconsin-licensed, professional, traffic engineer depicting the size, shape and configuration of the parking lot for the intended use of the Project, including, without limitation, accessibility for ingress and egress of any and all buses on the Premises. The parking lot plan will not be in compliance with, or satisfy the requirements in, this Lease without a letter of concurrence from the City of Sheboygan Public Works Department, which may be withheld by such department for any reason permitted by law.

(h) Upon the commencement of each of the Second Phase (as defined below) and the Third Phase (as defined below), Tenant shall furnish to Landlord either: (i) an irrevocable and binding loan commitment (A) from a lender reasonably acceptable to Landlord, (B) for a loan in an amount no less than the total cost of constructing the entire Project, and (C) accepted and executed by Tenant; (ii) a letter of credit from a financial institution authorized to do business in Wisconsin in an amount no less than the total costs of constructing the entire phase of the Project, or (iii) a performance bond issued by a surety reasonably acceptable to Landlord in an amount no less than the total cost of constructing the entire phase of the Project. If Tenant elects to furnish a performance bond to satisfy the foregoing requirements, such a performance bond shall be in the form attached to this Lease as Exhibit B and is incorporated herein by reference or such other form approved by Landlord in Landlord's sole discretion.

4. COMMENCEMENT NOTICE; TENANT IMPROVEMENTS.

4.1 Commencement Notice. Tenant shall provide a written notice to Landlord of Tenant's intention to commence the Project on or before December 31, 2027 (the "**Commencement Notice**"). To be effective, the Commencement Notice shall be accompanied by, or Tenant shall have previously delivered all of the Required Information. If Tenant does not timely provide the Commencement Notice and all of the Required Information to Landlord, Tenant will be deemed to not be ready to develop the Project and be in Default under this Lease. If Tenant does not cure all outstanding Default(s) within thirty (30) calendar days after written notice of such Default(s), Landlord may terminate this Lease and pursue all remedies available to it, whether set forth in this Lease, at law, in equity or otherwise.

4.2 Tenant Improvements. Tenant shall undertake, at Tenant's own expense, the following improvements, obligations and work on the Premises consistent with the Final Plans and all applicable laws, regulations and ordinances (collectively, the "**Tenant Improvements**"):

(a) Tenant shall construct and timely complete the Project. The proposed phasing for the Project is attached hereto as Exhibit C and Exhibit C is hereby incorporated by reference. With respect to the phasing as set forth in Exhibit C, timelines and benchmarking deadlines are as follows:

(i) For the first phase of the Project (the "**First Phase**"), Tenant shall finalize all conceptual design plans for the entire Project, core field construction of multiple 11 on 11 and 9 on 9 soccer fields and three hundred twenty-four (324) parking stalls. As of the Effective Date, the foregoing improvements for the First Phase are complete and operational. Additional improvements scheduled to be completed in the First Phase include temporary restrooms and the use of existing outbuildings for storage of athletic equipment (including, without limitation, goals for the existing fields) and maintenance equipment. The First Phase shall be completed on or before June 30, 2028.

(ii) For the second phase of the Project (the "**Second Phase**"), Tenant shall: (a) install and construct an additional four hundred fifty (450) parking stalls, buildings to house concessions, permanent public restrooms, administrative offices and shelters/pavilions; (b) expand the athletic facilities by adding grass fields and two (2) premium multi-sport turf fields; and (c) install permanent, low-dispersion lighting systems for playing surfaces. The foregoing Second Phase improvements on the Premises are depicted in the site plan attached hereto as Exhibit C. Tenant shall commence the Second Phase on or before July 1, 2028 and complete the Second Phase on or before July 1, 2031.

(iii) For the third phase of the Project (the "**Third Phase**"), Tenant shall install and construct: (a) a multi-sport indoor athletic facility designed for year-round use, programming and indoor competitions; (b) an integrated indoor training space, locker room and similar amenities; and (c) an additional 450 parking stalls (totaling 1,224 parking stalls). The foregoing Third Phase improvements on the Premises are depicted in the site plan attached hereto as Exhibit C. Tenant shall commence the Third Phase on or before July 1, 2031 and complete the Third Phase on or before December 31, 2033 (the "**Project Completion Date**").

Upon the commencement of the First Phase, Second Phase and Third Phase, respectively, Tenant shall proceed to fully satisfy and complete all of the improvements, obligations and work set forth in this Section 4.2 with due diligence and without unreasonable delay or interruption (with the exception of force majeure events, if any, as defined below). The entire Project shall be open and available for occupancy on or before the Project Completion Date.

The parties shall meet and confer on an annual basis (or as may be required by Tenant and/or Landlord) as to any revision, modification, and/or material change to the phasing as set forth in Exhibit C including deadlines and benchmarks, and approval of any proposed revision, modification, and/or materials change to the phasing and/or the deadlines and/or benchmarks as set forth in this Section shall not be unreasonably withheld. No revision, modification, and/or material change to the phasing or the deadlines and/or benchmarks as set forth in this Section shall be effective and binding until agreed to in writing by Landlord and Tenant.

(b) Tenant shall promptly pay for all applicable fees and charges related to the Project as and when due.

(c) Tenant shall be responsible for all landscaping and landscaped screening on the Premises, including, without limitation, trees, shrubs, seeding or sod related to the Project.

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

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

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

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

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

The obligations of Tenant under this Lease shall be deemed covenants running with the land and shall be applicable to Tenant's successors and assigns and all other persons or entities acquiring any interest in the Premises during the Term of this Lease.

4.3 Progress and Quality of Work. Upon commencement of Tenant Improvements, Tenant shall proceed to the full completion of the Tenant Improvements with due diligence and without delay or interruption with the exception of force majeure events, if any, as provided below. Subject to the foregoing, completion of each phase of the Project shall occur on or before the applicable completion date set forth in Section 4.2 above. All work to be performed by or on behalf of Tenant related to the Project shall be performed in a good and workmanlike manner, consistent with the prevailing industry standards for such work in Sheboygan, Wisconsin.

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

4.5 Time is of the Essence. Time is of the essence with reference to Tenant's obligation to commence and complete the Tenant Improvements.

4.6 Removal of Fill from Premises. Notwithstanding any provision herein to the contrary and as additional consideration for Landlord entering into this Lease, Tenant acknowledges that: (a) Landlord has a need for the fill located on the Premises, (b) this Lease does not grant Tenant any right to such fill on the Premises, and (c) Tenant will not commence construction of the Project prior to Landlord removing all desired fill from the Premises.

5. **USE**.

5.1 Permitted Use. The Project and Tenant Improvements thereon shall be used solely for recreational purposes, subject to the restrictions set forth herein. Neither Tenant nor any successor or assign of Tenant shall use or permit the Tenant Improvements to be used in any manner other than the manner permitted by this Lease.

5.2 Prohibited Uses. **NOTWITHSTANDING ANYTHING CONTAINED IN THIS LEASE TO THE CONTRARY, NEITHER TENANT NOR ANY SUCCESSOR OR ASSIGN OF TENANT SHALL USE OR PERMIT ANY TENANT IMPROVEMENT TO BE USED IN ANY MANNER WHICH IS CONTRARY TO ANY APPLICABLE STATUTE, RULE, ORDER, ORDINANCE, REQUIREMENT OR REGULATION, VIOLATE ANY CERTIFICATE OF OCCUPANCY AFFECTING THE PROJECT OR THE PREMISES, CAUSE INJURY OR DAMAGE TO THE PROJECT OR PREMISES, CAUSE THE VALUE OR USEFULNESS OF ALL OR ANY PART OF THE PROJECT OR PREMISES TO DIMINISH (OTHER THAN NORMAL WEAR AND TEAR), CONSTITUTE A PUBLIC OR PRIVATE NUISANCE OR WASTE, OR RENDER THE INSURANCE ON THE PROJECT OR PREMISES VOID OR THE INSURANCE RISK MORE HAZARDOUS OR CREATE ANY DEFENSE TO PAYMENT. TENANT AND ALL SUCCESSORS AND ASSIGNS OF TENANT AGREES THAT IT WILL PROMPTLY, UPON DISCOVERY OF ANY SUCH PROHIBITED USE, TAKE ALL NECESSARY STEPS TO COMPEL THE DISCONTINUANCE OF SUCH PROHIBITED USE.**

5.3 No Adverse Possession. Tenant shall not use, suffer or permit all or any portion of the Premises to be used in such manner as might reasonably tend to impair Landlord's title to all or any portion of the Premises, or in such manner as might reasonably make possible a claim of adverse possession or of implied dedication of all or any portion of the Premises.

5.4 Recording of Lease as Restrictive Covenant on Use of Premises. Landlord and Tenant, on an annual basis (or as may be required by Landlord and/or Tenant), but in every event on or before March 1 of each calendar year during this Lease, shall discuss and determine Landlord's desired uses, scheduled events or reservations, programming and event needs for a

given calendar year (collectively, the "**Landlord Desired Programming**") and any fee or fee structure associated therewith. As consideration for entering into this Lease, Tenant agrees to provide Landlord a discounted fee or fee structure for the Landlord Desired Programming. The foregoing discussions shall set forth the specific parameters, dates, site usage, and post event cleanup and maintenance requirements related to Landlord Desired Programming. Landlord Desired Programming shall not interfere with Tenant's previously scheduled soccer programming and operations on site or with Tenant's previously scheduled primary uses, programming, and operational needs (collectively, the "**Previously Scheduled Programming**"). The Previously Scheduled Programming shall be given priority over any Landlord desired dates and times that overlap with Previously Scheduled Programming. For the avoidance of any doubt and notwithstanding any provision herein to the contrary, if Tenant accepts all or any portion of Landlord Desired Programming, the Landlord Desired Programming shall have priority over any of Tenant's soccer programming, operations on site, primary uses, programming or operational needs that arise subsequent to Tenant accepting the conflicting portion of the Landlord Desired Programming, unless Landlord agrees, in Landlord's sole discretion, to an alternative date or time for such Landlord Desired Programming.

6. **TAXES**.

6.1 Taxes. "**Taxes**" shall mean real estate taxes, assessments (general or special), sewer rents, rates and charges, transit taxes, taxes based upon leases or the receipt of rent, and any other federal, state or local governmental charge, general, special, ordinary or extraordinary which may now or subsequently be levied, assessed or imposed against all or any portion of the Premises and/or the Project, any interest in the Premises or the Project, or any improvements thereon. At its sole cost and expense, Tenant shall pay all Taxes. Notwithstanding anything contained in the foregoing definition to the contrary:

(a) If at any time the method of taxation then prevailing shall be altered so that all or any part of any new or additional tax, assessment, levy, imposition or charge shall be imposed upon Landlord in place or partly in place of any Taxes or contemplated increase in such Taxes, or in addition to Taxes, and shall be measured by or be based in whole or in part upon the Premises or the Project, the rents or other income from the Premises or the Project or any leases of all or any part of the Premises or the Project, then all or any part of such new taxes, assessments, levies, impositions or charges, shall be included in Taxes levied, assessed or imposed against the Premises or Project and are obligations to be paid by Tenant under this Lease. Tenant shall advance to Landlord, prior to the due date of any such Taxes an amount equal to any Taxes Landlord may be required to pay under this Section 6.1(a).

(b) Notwithstanding the Lease Year for which any such taxes or assessments are levied, in the case of special taxes or assessments which may be payable in installments, the amount of each installment, plus any interest, payable during any Lease Year shall be considered Taxes assessed and levied for that Lease Year. Except as provided in the preceding sentence, all references to Taxes assessed, levied, confirmed or imposed during a

particular Lease Year shall be deemed to refer to Taxes levied, assessed or otherwise payable during such Lease Year without regard to when such Taxes are imposed.

6.2 Payment. At its sole cost and expense, Tenant shall pay directly, before any fine, penalty, interest or cost is incurred, all Taxes which are assessed, levied, confirmed, imposed or which become a lien upon the Premises or the Project with respect to any period of time within the Term. Taxes shall be prorated for the first and last Lease Year of the Term.

6.3 Contest. Tenant shall have the right at its own expense to contest the amount or validity, in whole or in part, of any Taxes by appropriate proceedings diligently conducted in good faith provided that, prior to contesting the Taxes, Tenant either (i) pays the tax in full or (ii) deposits 100% of the amount of the Taxes, an irrevocable letter of credit in that amount or a bond in that amount with Landlord. In connection with any such contest, Tenant shall reimburse Landlord for all attorneys' fees and other costs incurred by Landlord on demand and shall pay when due the Taxes, if any, as finally determined in such proceedings which Tenant had not previously paid, and all costs, fees, including attorneys' fees, interest, penalties, fines and other liabilities relating thereto.

7. **INSURANCE**.

7.1 Fire and Casualty. Tenant shall continuously maintain in full force and effect during the Term of this Lease a policy or policies of insurance insuring the Project and all Tenant Improvements to their Full Replacement Cost (as hereafter defined) against loss or damage by fire, casualty and extended perils and other perils with replacement cost and agreed amounts endorsements, and such other endorsements as may be reasonably required by Landlord or, if applicable, Tenant's mortgagee, including, but not limited to, an endorsement to provide coverage against acts of terrorism. For the purposes of this Lease, "**Full Replacement Cost**" shall be interpreted to mean the cost of replacing the Project and all Tenant Improvements impacted by such fire, casualty or other peril to like kind and quality, with all required building code upgrades, as the Project and all such Tenant Improvements were prior to such fire, casualty or other peril and, in addition, a reasonable amount for architectural, engineering, legal, administrative and supervisory fees connected with the restoration or replacement of the Project and such Tenant Improvements as a result of such fire, casualty or other peril.

7.2 Liability. During the Term, Tenant shall continuously maintain in full force and effect the following additional insurance coverages:

(a) Commercial general liability against any loss, liability or damage on, about or relating to all or any portion of the Project, the Premises and all Tenant Improvements, with limits of not less than $2,000,000 each occurrence for bodily injury and property damage and $3,000,000 combined single limit coverage for bodily injury or property damage claims, claims involving contractual liability, and claims for consequential damages arising out of or in connection with Tenant's operations in and maintenance and use of the Project, the Premises and all Tenant Improvements. Such limits may be increased from time to time as reasonably determined by Landlord to

amounts consistent with prevailing industry standards. Tenant shall carry excess umbrella insurance over the commercial general liability policy with limits of not less than $2,000,000.

(b) Appropriate insurance on all of personal property on the Premises and in the Tenant Improvements.

(c) Workman's compensation insurance in amounts required by applicable law.

Notwithstanding any provision herein to the contrary, Landlord shall reevaluate and reassess the sufficiency of the insurance coverages and amounts required under this Lease no less than once between every ten (10) year anniversary of the Commencement Date, and Tenant agrees to obtain and continuously maintain in full force and effect all insurance coverages and at such amounts required under this Lease, including, without limitation, all additional coverages or increased coverage amounts determined and required by Landlord after the Effective Date.

7.3 Builder's Risk. Tenant shall purchase and maintain property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the "contract sum" contained in its construction contract for all phases of the Project, plus the value of subsequent contract modifications and cost of materials supplied or installed by others, comprising total value for the Tenant Improvements on a Full Replacement Cost basis without optional deductibles. Such property insurance shall be maintained until final payment has been made to Tenant's contractor or construction manager for construction of the Project and all Tenant Improvements. This property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for an architect's, contractor's and/or construction manager's services and expenses required as a result of such insured loss. This property insurance shall cover portions of the Project and Tenant Improvements stored off the Premises, and also portions of work in transit.

7.4 Policies. All fire, casualty and property policies of insurance required by this Lease shall provide that the proceeds shall be payable to Tenant and any mortgagee, as their interests may appear. Landlord shall be named as an additional insured, on a primary and non-contributory basis, on the liability and builder's risk policies. All policies of insurance shall be written by a company or companies reasonably satisfactory to Landlord and licensed in the State of Wisconsin, and with a general policyholder's rating of not less than A and a financial rating of not less than XI in the most current available Best's insurance reports, and on a form acceptable to Landlord. Certificates of insurance reasonably acceptable to Landlord (or a copy of the policy if requested by Landlord's lender) shall be delivered to Landlord endorsed "Premium Paid" by the company or agent issuing the same or accompanied by other evidence satisfactory to Landlord that the premiums have been paid as of the Effective Date; and prior to expiration of such policy, certificates of insurance, plus evidence of premium payment, shall be delivered to Landlord not less than twenty (20) days prior to the expiration of the then current policy term. Each policy shall

not be cancelled or coverage decreased without at least thirty (30) days prior written notice to Landlord given by Tenant.

7.5 Blanket Policies. Nothing in this Section 7 shall prevent Tenant from taking out insurance of the kind and in the amount provided for under the preceding paragraphs of this Section 7 under a blanket insurance policy or policies which may cover other properties owned or operated by Tenant as well as the Project; provided, however, that any such policy of blanket insurance of the kind provided for shall (a) specify the amounts exclusively allocated to the Project and all Tenant Improvements or Tenant shall furnish Landlord and any mortgagee with a written statement from the insurers under such policies specifying the amounts of the total insurance exclusively allocated to the Project and all Tenant Improvements, and (b) not contain any clause which would result in the insured being required to carry any insurance with respect to the property covered in an amount not less than any specific percentage of the Full Replacement Cost of such property in order to prevent the named insured from becoming a co-insurer of any loss with the insurer under such policy; and further provided, however, that such policies of blanket insurance shall, as respects the Project and all Tenant Improvements, contain the various provisions required of such an insurance policy by the provisions of this Section 7.

7.6 Tenant's Indemnification. Tenant agrees to indemnify and save Landlord harmless against and from any and all third party claims, damages, losses, liabilities and expenses (including, without limitation, reasonable attorneys' fees), arising out of Tenant's construction of the Project and Tenant Improvements or from any breach or default on the part of Tenant in the performance of any covenant or agreement to be performed pursuant to the terms of this Lease, or from any act or negligence of Tenant, its agents, contractors, servants, employees, sublessees, concessionaires or licensees in or about the Project or the Premises; but excluding any claims, damages, losses, liabilities or expenses to the extent caused by the willful misconduct of Landlord or Landlord's employees, agents, contractors or invitees. In case any action or proceeding is brought against Landlord by reason of any claim covered by Tenant's indemnity, Tenant, upon notice from Landlord, shall defend such action or proceeding that is brought against Landlord by reason of any such claim. Tenant, upon notice from Landlord, covenants to defend such action or proceeding at no cost or expense to Landlord. Landlord reserves its rights as an additional insured on the insurance policies, if any, to approve counsel selected by the insurance company. If the claim is in excess of the insurance limits, Tenant will engage counsel to defend Landlord on the excess claim who is reasonably acceptable to Landlord.

8. UTILITIES.

8.1 Utility Service. Tenant shall directly pay, when due, all charges of every nature, kind or description for utilities furnished to the Premises, the Project or any Tenant Improvements thereon or otherwise chargeable against the Premises, the Project or Tenant Improvements during the Term, including all charges for water, sewage, heat, gas, light, garbage, electricity, telephone, digital subscriber line, or other public or private utility services. Landlord shall not be liable for the provision of any such services or any interruption or discontinuation of any such services nor shall such interruption or discontinuation constitute grounds for constructive eviction.

8.2 Deposits. In the event that any charge, deposit or fee is required to furnish any utility to the Premises as a condition precedent to furnishing or continuing to furnish such utility, such charge, deposit or fee shall be deemed to be a utility charge payable directly by Tenant.

9. **REPAIRS**.

9.1 Good Order and Repair. At its sole cost and expense throughout the Term, Tenant shall (a) take good care of the Premises and all Tenant Improvements thereon; (b) keep the same in good order and condition (ordinary wear and tear and casualty damages not covered by insurance excepted); and (c) make and perform all maintenance and all repairs, interior and exterior, structural and non-structural, of every nature, kind and description in and to the Premises, the Tenant Improvements and the Project as may be necessary or advisable to keep the Premises, the Tenant Improvements and the Project in good working condition consistent with the best and highest-rated sports complex facilities in the State of Wisconsin, as determined by Landlord in Landlord's sole discretion. When used in this Lease, "repairs" shall include all necessary replacements, renewals, alterations, additions and betterments. All repairs made by Tenant shall be at least equal in quality to the original work performed in constructing the Project and all such Tenant Improvements and shall be made in a good and workmanlike manner in accordance with all applicable laws, ordinances and regulations.

9.2 Exterior Maintenance. At all times during the Term, Tenant shall take good care of, repair and maintain all driveways, pathways, roadways, sidewalks, curbs, parking areas, loading areas, landscaped areas, entrances and passageways in good order and repair and shall promptly remove all accumulated snow, ice and debris from any and all driveways, pathways, roadways, sidewalks, curbs, parking areas, loading areas, entrances and passageways, and keep all portions of the Project, including appurtenant areas, in a clean and orderly condition free of snow, ice, dirt, rubbish, debris and unlawful obstructions.

9.3 No Landlord Responsibility. Landlord shall not be required to furnish any services or facilities or to make any repairs, replacements or alterations whatsoever in, about or to the Project or the Premises. To the extent Landlord makes any such repairs, replacements or alterations, whether as a result of undue delay by Tenant or otherwise, Tenant shall reimburse Landlord for all costs and expenses incurred by Landlord in making such repairs, replacements or alterations.

10. **COMPLIANCE WITH LAWS**. Tenant shall at its sole cost and expense promptly comply or cause compliance with or remove or cure or repair any violation of any and all encroachments, any present and future laws, ordinances, orders, rules, regulations and requirements of all federal, state, municipal and other governmental bodies having jurisdiction over the Project or the Premises and the appropriate departments, commissions, boards and their officers; and the orders, rules and regulations of the Board of Fire Underwriters where the Project is situated; or any other body now or subsequently constituted exercising lawful or valid authority over the Project.

11. **CONSTRUCTION LIENS AND OTHER LIENS**. Tenant shall not suffer or permit any construction lien or other lien to be filed against all or any portion of the Project or the Premises, by reason of work, labor, services, equipment or materials supplied or claimed to have

been supplied to the Project or Premises, or any portion of the Project or Premises. If any such construction lien or other lien shall at any time be filed against all or any portion of the Project or Premises, Tenant shall cause the same to be discharged of record within thirty (30) days after notice thereof. If Tenant shall fail to discharge such construction lien or liens or other lien within such period it shall be deemed a Default and then, in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to, discharge the same by paying to the claimant the amount claimed to be due or by procuring the discharge of such lien as to the Project or Premises by deposit of a cash sum or a bond or other security, or in such other manner as is now or may in the future be provided by present or future law for the discharge of such lien as a lien against the Project. Any amount paid by Landlord, or the value of any deposit so made by Landlord, together with all costs, fees and expenses (including reasonable attorneys' fees), and interest at the rate of three percent (3%) above the prime rate as published from time to time by the Wall Street Journal or publication of a similar nature if the Wall Street Journal stops publishing per annum (the "**Default Interest Rate**"), shall be repaid by Tenant to Landlord on demand. Tenant shall indemnify and defend Landlord and its agents and employees and save Landlord, its agents and employees and all or any portion of the Project and Premises, harmless from all losses, costs, damages, expenses, liabilities, suits, penalties, claims, demands and obligations, including, without limitation, attorneys' fees, resulting from the assertion, filing, foreclosure or other legal proceedings with respect to any such mechanic's lien or other lien placed on the Premises or against Tenant.

12. **TENANT'S REPRESENTATIONS, WARRANTIES AND COVENANTS**. Tenant hereby represents, warrants and covenants that:

(a) Tenant is a limited liability company duly formed and validly existing in the State of Wisconsin, has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business, and is in good standing in the State of Wisconsin and all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition;

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

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

(d) this Lease constitutes legal, valid, and binding obligations of Tenant enforceable against Tenant in accordance with their respective terms;

(e) Tenant will expeditiously complete the development and construction of Tenant Improvements and the Project in a good and workmanlike manner

and in accordance with all acceptable statutes, ordinances and regulations, any restrictions of record and the Final Plans provided to Landlord regarding the Project;

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

(g) Tenant will promptly furnish to Landlord, during the term of this Lease, written notice of any litigation affecting Tenant and any claims or disputes which involve a material risk of litigation against Tenant;

(h) Tenant will deliver to Landlord revised statements of estimated costs of the construction for Tenant Improvements showing changes in or variations from the original cost statement provided to Landlord as soon as such changes are known to Tenant;

(i) Tenant will provide to Landlord, promptly upon Landlord's request, any information or evidence deemed necessary by Landlord related to performance of Tenant under this Lease to enable Landlord to timely and accurately complete any accounting or reporting requirements applicable to Landlord related to the transactions under this Lease; and

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

13. **LANDLORD'S RIGHT TO CURE DEFAULT**.

13.1 Right to Cure. If Tenant shall at any time fail to (a) pay any Taxes in accordance with the provisions of this Lease; (b) obtain, pay for, maintain and deliver any of the copies of insurance policies or certificates of insurance provided for in this Lease; (c) make any repair required under the Lease; (d) make any other payment or perform any other act on its part to be made or performed under the Lease, then Landlord, after thirty (30) calendar days prior written notice to Tenant (or without notice in case of emergency or in the case of insurance) or such longer period if such cure cannot reasonably be completed by Tenant in a diligent, continuous, and commercially acceptable manner in such thirty (30) calendar day period provided that such cure longer period shall not exceed one hundred twenty (120) calendar days from the date of notice, and without waiving or releasing Tenant from any obligation of Tenant contained in this Lease or any Default created by Tenant related thereto, may, but shall be under no obligation to, (i) obtain, pay for and maintain any of the insurance policies provided for in this Lease; (ii) make any repair; or (iii) make any other payment or perform any other act on Tenant's part to be paid or performed as provided in this Lease, and Landlord may enter upon the Premises for any such purpose and take all such action in the Premises or on the Premises as may be reasonably necessary. Nothing

contained in this Lease shall be deemed as a waiver or release of Tenant from any obligation of Tenant or any Default under this Lease.

13.2 Reimbursement. All sums so paid by Landlord pursuant to Section 13.1 above and all costs and expenses, including reasonable attorneys' fees, incurred by Landlord in connection with the performance of any such payment, together with interest at the Default Interest Rate from the respective dates of Landlord's making of each payment of such cost and expense, shall be paid by Tenant to Landlord within two (2) calendar days after written demand.

14. **DEFAULTS OF TENANT**.

14.1 Events of Default. The occurrence of any one or more of the following events shall constitute a "**Default**" under this Lease:

(a) If default shall be made in the due and punctual payment of any amount to be paid by Tenant under this Lease, when and as the same shall become due and payable and such default shall continue for a period of thirty (30) calendar days after written notice given by Landlord to Tenant;

(b) If default shall be made by Tenant in keeping, observing or performing any of the terms contained in this Lease, other than matters of an emergency nature and other than those referred to in paragraph (a) of this Section 14.1, and such default shall continue for a period of thirty (30) calendar days after written notice given by Landlord to Tenant or such longer period if such cure cannot reasonably be completed by Tenant or Lender in a diligent, continuous and commercially acceptable manner in such thirty (30) calendar day period provided that such cure longer period shall not exceed ninety (90) calendar days from the date of notice.

(c) If any representation made by Tenant in this Lease is determined at any time to be materially inaccurate or misleading.

(d) If (i) Tenant shall make an assignment for the benefit of creditors; (ii) a voluntary petition is filed by Tenant under any law having for its purpose the adjudication of Tenant a bankrupt, or an involuntary petition in bankruptcy is filed against Tenant which is not dismissed within sixty (60) days; (iii) a receiver be appointed for the property of Tenant where possession is not restored to Tenant within thirty (30) days; or (iv) any department of the State of Wisconsin or the federal government, or any officer of such department duly authorized, shall take possession of the business or any material property of Tenant unless (in the case of a petition filed against Tenant) the same is dismissed within sixty (60) days.

14.2 Remedies. If a Default in not timely cured, to the extent any cure is permitted hereunder, Landlord shall have the rights and remedies set forth below, which shall be distinct, separate and cumulative and shall not operate to exclude or deprive Landlord of any other right or remedy allowed it at law or in equity or elsewhere in this Lease:

(a) To the extent the conditions of Wis. Stats. §704.31 (as that section may be amended, renumbered or recreated from time to time) are met, Landlord may terminate this Lease and the Premises and all improvements thereon (including, without limitation, the Tenant Improvements) shall revert back to Landlord;

(b) Landlord may terminate Tenant's rights with regard to the Premises without terminating this Lease by giving written notice to Tenant that all of Tenant's rights to the Premises (including, without limitation, the right of possession) shall end on the date stated in such notice, whereupon Tenant's rights with regard to the Premises shall cease on the date stated in such notice and all improvements thereon (including, without limitation, the Tenant Improvements) shall revert back to Landlord; and

(c) Landlord may enforce the provisions of this Lease and may enforce and protect the rights of Landlord under this Lease by a suit or suits in equity or at law for the specific performance of any covenant or agreement in this Lease, and for the enforcement of any other appropriate legal or equitable remedy, including, without limitation, injunctive relief and for recovery of all monies due or to become due from Tenant under any of the provisions of this Lease. Landlord shall, to the extent required by law, mitigate Tenant's damages.

14.3 Surrender of Possession. If Landlord exercises either of the remedies provided for in Sections 14.2(a) and 14.2(b) above, Tenant shall surrender possession of and vacate the Premises and all Tenant Improvements and deliver possession of the Premises and all Tenant Improvements to Landlord in accordance with such provisions.

14.4 Additional Rights and Remedies. Notwithstanding anything to the contrary contained in this Lease, in addition to the remedies set forth herein, Landlord may pursue any other remedy now or hereafter available under the laws or judicial decisions of the State of Wisconsin.

14.5 Termination of Lease. In the event of the termination of this Lease by Landlord, Landlord shall be entitled to recover from Tenant all the accrued and unpaid Rent for the period up to and including such termination date as well as all other additional sums payable by Tenant, or for which Tenant is liable or in respect of which Tenant has agreed to indemnify Landlord under any of the provisions of this Lease, which may be then owing and unpaid, and all costs and expenses, including, without limitation, court costs and reasonable attorneys' fees incurred by Landlord in the enforcement of its rights and remedies under this Lease. Notwithstanding the foregoing, all damages shall be subject to Landlord's obligation to mitigate.

14.6 Personal Property. All property removed from the Project by Landlord pursuant to any provisions of this Lease or by law may be handled, removed or stored by Landlord at the cost and expense of Tenant. Tenant shall pay Landlord for all reasonable expenses incurred by Landlord in such removal and for storage charges for such property as long as the same shall be in Landlord's possession or under Landlord's control. All such property not removed from the Premises or retaken from storage by Tenant after the end of the Term and in accordance with

applicable state statute, however terminated, shall, at Landlord's option, be conclusively deemed to have been abandoned. Landlord shall have a lien on all such property located on the Premises to secure Tenant's obligations hereunder.

14.7 Costs. Tenant shall pay all reasonable costs, charges and expenses, including, without limitation, court costs and reasonable attorneys' fees of Landlord in enforcing the obligations of Tenant under this Lease.

15. DESTRUCTION AND RESTORATION.

15.1 Restoration/Termination. Subject to Section 15.3, in the event the Project shall be damaged or destroyed by fire or otherwise, Tenant shall promptly complete all Restoration (as defined below) of the Project and all affected Tenant Improvements as soon as reasonably possible to at least the condition that the Project and all Tenant Improvements were in immediately prior to such damage or destruction with such changes or alterations (made in conformity with this Lease) as may be reasonably acceptable to Landlord and required by law. Tenant shall promptly give Landlord written notice of such damage or destruction upon any such occurrence and specify in such notice, in reasonable detail, the extent of such damage or destruction and the timeline for completion of such Restoration. For the purposes of this Lease, "**Restoration**" shall mean the restoration, repairs, replacements, rebuilding, changes and alterations, including the cost of temporary repairs for the protection of all or any portion of the Project and Tenant Improvements pending completion of such work on the Project and all impacted Tenant Improvements). The Restoration shall be carried on and completed in accordance with the provisions and conditions of this Lease. To the extent Landlord receives any insurance proceeds for the reconstruction of the Project and any impacted Tenant Improvements, it shall pay over to Tenant in accordance with Section 15.2 below the net insurance proceeds (after deduction of all costs, expenses and fees related to recovery of the insurance proceeds) received by Landlord in such event for the Restoration. If the total of the net amount of the insurance proceeds (after deduction of all costs, expenses and fees related to recovery of the insurance proceeds) recovered by Tenant and the net insurance proceeds to be paid by Landlord to Tenant hereunder is insufficient to complete the Restoration (as determined by Tenant obtaining a contractor's guaranteed maximum price for the costs of Restoration and Landlord confirming its acceptance of the plan of Restoration) and there is a shortfall, Tenant shall deposit with a title insurance escrow agent the amount of the shortfall necessary to complete the Restoration less the amount of insurance proceeds available therefore.

15.2 Insurance Proceeds. All insurance monies recovered by Tenant or Landlord on account of any damage or destruction, plus the amount of any funds deposited by Tenant with Landlord subject to Section 15.1 above (including, without limitation, Landlord's offsets from insurance proceeds), shall be applied by Tenant to the payment of the costs of the Restoration. Tenant shall enter into an escrow agreement with a title company, who shall issue down-dated title report to Landlord with each disbursement to pay for the design and construction of the Restoration with a final down-dated endorsement when the Restoration is substantially complete.

15.3 Early Termination. If the Project shall be destroyed or damaged (through no intentional act of Tenant) and if Restoration cannot in the reasonable judgment of Landlord or Tenant be completed within four hundred fifty (450) calendar days after the date of such damage or destruction, or if Tenant is unable to escrow sufficient funds to pay for the Restoration, then

either Landlord or Tenant shall have the option, within ninety (90) calendar days after the casualty, to terminate this Lease by notice, in writing, addressed to the other specifying such election. Upon giving of such notice, the insurance proceeds relating to such casualty shall be applied by Tenant first to raze and remove, within sixty (60) calendar days after such notice, any remaining improvements and restore the Premises to the condition the Premises were in prior to construction of the Project. All remaining insurance proceeds thereafter shall then be retained by Tenant. This Lease shall cease and come to an end on a date to be specified in such notice, which date shall not be more than sixty (60) days after the date of delivery of such notice. Tenant shall pay to Landlord all Rent and other charges payable by Tenant under this Lease, apportioned to the date of such termination. Notwithstanding the foregoing, if the Project shall be destroyed or damaged during the last three years of the Term and if Restoration cannot in the reasonable judgment of Landlord or Tenant be completed within six (6) calendar months after the date of such damage or destruction, then either party shall have the option, within thirty (30) days after the casualty, to terminate this Lease by notice, in writing, addressed to the other party, specifying such election. Upon giving of such notice, all insurance proceeds relating to such casualty shall be applied by Tenant first to raze and remove, within sixty (60) calendar days after such notice, any remaining improvements and restore the Premises to the condition the Premises were in prior to construction of the Project. All remaining insurance proceeds shall be retained by Tenant. The Lease shall cease and come to an end on a date to be specified in such notice, which date shall not be more than sixty (60) days after the date of delivery of such notice. Tenant shall pay to Landlord all Rent and other charges payable by Tenant under this Lease, apportioned to the date of such termination.

16. **CONDEMNATION**.

16.1 Taking all or a Material Portion of the Project. For the purposes of this Section 16, a "**Material Portion of the Project or Premises**" means a partial taking of the Project or the Premises that Tenant reasonably determines to materially interfere with its remaining operations. If the entire Project or Premises or a Material Portion of the Project or Premises shall be taken during the Term as the result of the exercise of the power of eminent domain or conveyed under threat of such power (referred to below as the "**Proceedings**"), this Lease and all right, title and interest of Tenant under this Lease shall terminate on the earlier of taking of possession by the condemning authority or the date of vesting of title pursuant to such Proceedings. Landlord shall be entitled to and shall receive the total award made in such Proceedings attributable to the fee title in the land taken and Tenant shall be entitled to and shall receive the total award made in such proceedings attributable to the improvements, and for the cost of realigning, relocating or removing its personal property or for relocation expenses, and that does not reduce the amount payable to Landlord for the value of the fee taken.

16.2 Taking a Non-Material Portion of the Project. For the purposes of this Section 16, a "**Non-Material Portion of the Project or Premises**" means a partial taking of the Project or Premises that Tenant reasonably determines does not materially interfere with its remaining operations. If, during the Term, a Non-Material portion of the Project or Premises is taken, this Lease shall, upon the earlier of taking of possession by the condemning authority or vesting of title in the Proceedings, terminate as to the parts so taken but remain valid and binding on all other parts not taken. Tenant and Landlord shall each be entitled to the award as provided in Section 16.1 above. Tenant covenants and agrees, at Tenant's sole cost and expense (subject to reimbursement to the extent provided below), to promptly complete Restoration of that portion of

the Project or Premises not so taken for the use of Tenant. Landlord and Tenant agree in connection with such Restoration to apply the net amount of any award (after deduction of all costs and expenses, including reasonable attorneys' fees) to the Restoration in the same manner and to the same extent as provided for the Restoration of a casualty in Section 15.1 above.

17. **ASSIGNMENT AND SUBLETTING**.

17.1 Landlord Consent Required. Tenant shall not, without the prior written consent of Landlord, which consent may be withheld, conditioned or delayed in Landlord's sole discretion and for any reason, (a) assign, transfer, mortgage, or encumber this Lease or any interest under it (except such mortgage or encumbrances related to any loans to the extent the proceeds from such loans pay for the design or construction of the Project, the Tenant Improvements and its appurtenant improvements, collectively, "**Loans**") (b) allow to exist or occur any transfer of this Lease or Tenant's interest in this Lease by operation of law. In no event shall this Lease be assigned or assignable by voluntary or involuntary bankruptcy proceedings or otherwise, and in no event shall this Lease or any rights or privileges under this Lease be an asset of Tenant under any bankruptcy, insolvency or reorganization proceedings, except as provided by law. Any such assignment shall be a Default under this Lease. Without limiting the generality of the foregoing, this Lease may not be assigned, transferred mortgaged or encumbered to (a) to any parent company, subsidiary, joint venture partner, related corporate entity or other affiliate of Tenant (i.e., any entity controlling, controlled by or under common control with Tenant), (b) to an entity that purchases all or substantially all of the assets of Tenant or any of Tenant's affiliates or any division of Tenant or any of Tenant's affiliates or (c) pursuant to a merger, consolidation or reorganization of Tenant or any affiliate of Tenant. Notwithstanding the forgoing terms of this Section 17.1, the restrictions on transfer shall not apply in the event of a sheriff's sale pursuant to a judgement of foreclosure obtained by Tenant's lender solely related to the Loans.

17.2 No Release of Tenant. No assignment by Tenant and no consent by Landlord to any assignment shall operate to relieve Tenant from any covenant or obligation under this Lease or be deemed to be a consent to or relieve Tenant from obtaining Landlord's consent to any subsequent assignment by Tenant or anyone claiming by, through or under Tenant. Tenant shall pay all of Landlord's reasonable costs, charges and expenses, including, without limitation, Landlord's reasonable attorneys' fees incurred in connection with any assignment, subletting, use, occupancy, transfer or encumbrance made or requested by Tenant.

17.3 Assumption. If Tenant shall assign this Lease (as permitted in this Lease), the assignee shall expressly assume all of the obligations of Tenant under this Lease in a written instrument reasonably satisfactory to Landlord which shall be furnished to Landlord not later than fifteen (15) calendar days prior to the effective date of such assignment, together with a certified copy of an appropriate resolution authorizing such assumption.

17.4 Subletting Prohibition. No subletting of the Premises, the Project or any Tenant Improvements shall be permitted at any time without the express written consent of Landlord which may be withheld, conditioned or delayed for any reason.

18. **CHANGES AND ALTERATIONS**. All alterations to the Project and the Premises desired by Tenant or required by Landlord under this Lease, after it is constructed, must

be made at Tenant's own cost and expense in a good workmanlike manner in accordance with the laws, ordinances and codes relating thereto and free from any valid claim or claims for construction liens and in accordance with plans and specifications therefor first approved in writing by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, interior and non-structural alterations, less than Twenty Thousand Dollars ($20,000.00) shall not require Landlord's consent.

19. **HAZARDOUS AND TOXIC MATERIALS**.

19.1 Definitions. For purposes of this Section 19, "**hazardous or toxic material**" shall be defined to include, without limitation, (a) asbestos or any material composed of or containing asbestos in any form and in any type, (b) polychlorinated biphenyl compounds ("**PCB**") or any material composed of or containing PCB, or (c) any hazardous, toxic or dangerous waste, substance, material, smoke, gas or particulate matter, as from time to time defined by or for purposes of the Comprehensive Environmental Response, Compensation and Liability Act, as amended, and any law commonly referred to, as of the date of this Lease, as "Superfund" or "Superlien," or any successor to such laws, or any other federal, state or local environmental, health or safety statute, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards concerning or in connection with hazardous, toxic or dangerous wastes, substances, material, smoke, gas or particulate matters as now or subsequently in effect (each an "**Environmental Law**" and, collectively, the "**Environmental Laws**"), or any common law theory based on nuisance or strict liability.

19.2 No Violations. Neither Tenant nor any of the Tenant Responsible Parties (as defined below) shall conduct or authorize the generation, transportation, storage, installation, treatment or disposal at or on the Premises, of any hazardous or toxic material in violation of any Environmental Law, and any such action by Tenant or any of the Tenant Responsible Parties shall constitute a Default.

19.3 No Liens. Tenant and the Tenant Responsible Parties shall keep the Project free of any lien imposed pursuant to any Environmental Laws.

19.4 Payment of Costs. Tenant and the Tenant Responsible Parties shall timely pay when due any and all costs of removal of any hazardous or toxic material located on the Premises (whether stored on, disposed in or otherwise).

19.5 Compliance with Laws. If Tenant or any of the Tenant Responsible Parties generates, transports, stores, treats or disposes of any hazardous or toxic material at or on the Premises:

(a) Tenant shall, at its own cost and expense, comply with all Environmental Laws relating to clean-up or such hazardous or toxic materials and the restoration of the Premises, the Project and all impacted Tenant Improvements;

(b) Landlord and Tenant shall promptly provide the other with copies of all communications, permits or agreements with any governmental authority or agency (federal, state or local) or any private entity relating in any way

to the presence, release, threat of release, placement on or in the Premises, or the generation, transportation, storage, treatment, or disposal at the Premises, of any hazardous or toxic material;

(c) Landlord and Landlord's agents and employees shall have the right (upon giving Tenant any notice required by this Lease) to enter the Premises and/or conduct appropriate tests for the purpose of ascertaining that Tenant and each of the Tenant Responsible Parties complies with all applicable laws, rules or permits relating in any way to the presence of hazardous or toxic materials on the Premises; and

(d) In the event Tenant or any of the Tenant Responsible Parties uses, stores, originates hazardous or toxic materials on, in or at the Premises, then upon written request by Landlord, Tenant shall provide Landlord the results of appropriate tests of air, water and soil to demonstrate that Tenant and each of the Tenant Responsible Parties complies with the applicable Environmental Laws and all other applicable laws, rules or permits relating in any way to the presence of hazardous or toxic materials on the Premises.

19.6 Tenant's Duties. If the presence, release, threat of release, placement on or in the Premises, or the generation, transportation, storage, treatment, or disposal at the Premises of any hazardous or toxic material caused by Tenant, its employees, guests, agents, or contractors (collectively, the "**Tenant Responsible Parties**"): (a) gives rise to liability (including, but not limited to, a response action, remedial action, or removal action) under any Environmental Laws or any common law theory based on nuisance or strict liability; (b) causes a significant public health effect; or (c) pollutes or threatens to pollute the environment, Tenant shall promptly take any and all remedial and removal action necessary to clean up the Premises and mitigate exposure to liability arising from the hazardous or toxic material, whether or not required by law.

19.7 Environmental Indemnities by Tenant and Landlord.

(a) Tenant agrees to indemnify, defend and hold harmless Landlord, Landlord's employees and service providers and any managing agents and leasing agents of the Premises, and all of their respective agents, partners, officers, directors and employees and all mortgagees (collectively, the "**Landlord Indemnitees**") from and against any and all debts, liens, claims, causes of action, administrative orders or notices, costs, personal injuries, losses, damages, liabilities, demands, lost profits, consequential damages, interest, fines, penalties or expenses, including attorneys' fees and expenses, consultants' fees and expenses, court costs and all other out-of-pocket expenses, suffered or incurred by each of Landlord Indemnitees resulting, directly or indirectly, from hazardous or toxic material brought onto the Premises by Tenant or by anyone for whom Tenant is liable (including, without limitation, the Tenant Responsible Parties) or for the migration of such hazardous or toxic material off the Premises during the Term of this Lease, except to the extent directly caused by the acts of Landlord or Landlord's agents or employees.

(b) Landlord agrees to indemnify, defend and hold harmless Tenant, its managers, shareholders, partners, trustees, employees and members and their respective agents, partners, officers, directors and employees and all mortgagees and all Tenant Responsible Parties (collectively, the "**Tenant Indemnitees**") from and against any and all debts, liens, claims, causes of action, administrative orders or notices, costs, personal injuries, losses, damages, liabilities, demands, lost profits, consequential damages, interest, fines, penalties or expenses, including attorneys' fees and expenses, consultants' fees and expenses, court costs and all other out-of-pocket expenses, suffered or incurred by the Tenant Indemnitees resulting, directly or indirectly, from the hazardous or toxic material existing on the Premises as of the Effective Date, from hazardous or toxic material brought onto the Premises by Landlord or for the migration of such hazardous or toxic material off the Premises during the Term of this Lease unless caused by or directly related to the acts or omissions of Tenant or any Tenant Responsible Parties. Landlord's obligations under this Section 19.7(b) shall survive the expiration or termination of this Lease.

19.8 Costs. Tenant agrees to indemnify, defend and hold harmless Landlord Indemnitees from and against any and all damages, costs, losses, expenses (including, but not limited to, actual attorneys' fees and engineering fees) arising from or attributable to any breach by Tenant or any Tenant Responsible Parties of any of Tenants warranties, representations or covenants in this Section 19.

19.9 Survival. All of Tenant's obligations under this Section 19 shall survive the expiration or termination of this Lease.

20. **RESERVATION OF RIGHTS.** Landlord hereby reserves unto itself the right to grant easements to utility providers on any portion of the Premises for the purpose of the installation and maintenance of water, sewer, electric, telecommunications, and all other utilities for any purpose.

21. **OWNERSHIP OF IMPROVEMENTS ON EXPIRATION DATE OR TERMINATION OF LEASE.**

21.1 Subject to the terms hereof, Tenant shall be the owner of the Tenant Improvements on the Premises during the Term of this Lease.

21.2 Upon the expiration of the Term or termination of this Lease and subject to applicable law, the Premises and all Tenant Improvements and all other improvements on the Premises shall become the sole property of Landlord free and clear of any and all liens and encumbrances and Tenant shall surrender its interest in the Premises to Landlord, except that all movable trade fixtures and other personal property not affixed to the Premises shall be and remain the property of Tenant. Tenant agrees to execute and deliver to Landlord any reasonable documents requested by Landlord to confirm Landlord's ownership of the Tenant Improvements and all other improvements on the Premises and to surrender its interest in the Project, the

Premises, the Tenant Improvements and all other improvements on the Premises to Landlord (including, without limitation, a subordination agreement).

22. **MISCELLANEOUS PROVISIONS**.

22.1 Inspection. Provided that Landlord has given Tenant reasonable prior notice (twenty-four (24) hours being deemed reasonable, except in case of emergency which then any shorter time period is deemed reasonable), Tenant agrees to permit Landlord and its authorized representatives to enter upon the Premises for the purpose of inspecting the development of the Project and/or the Premises and to cause Tenant to make any necessary repairs to comply with any laws, ordinances, rules, regulations or requirements of any public body or the Board of Fire Underwriters, or any similar body, or otherwise pursuant to this Lease. Landlord will endeavor to exercise this right to reasonably avoid disruption to Tenant's operations on the Premises.

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

If to Landlord:

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

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

With copy to:

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

If to Tenant:

Sheboygan Area Youth Soccer Organization, LLC d/b/a Lakeshore United FC
c/o Joseph J. Voelkner
602 North Sixth Street
Sheboygan, WI 53081

22.3 Quiet Enjoyment. Landlord covenants and agrees that Tenant, upon paying the Rent, observing and keeping the covenants, agreements and conditions of this Lease on its part to be kept, observed and performed and no Default existing under this Lease, shall lawfully and quietly hold, occupy and enjoy the Premises (subject to the provisions of this Lease) during the Term without hindrance or molestation by Landlord or by any person or persons claiming under Landlord.

22.4 Accord and Satisfaction. No payment received by Landlord of a lesser amount than the Rent or other costs, charges, fees or other amounts due hereunder shall be deemed to be other than on account of the earliest stipulated rent or other charges nor shall any statement on a check or any letter accompanying a payment of rent or other charges be deemed an accord and satisfaction. Landlord may accept payment without prejudice to Landlord's right to recover the balance of Rent or other charges or pursue any remedy in this Lease.

22.5 Estoppel Certificates. Tenant and Landlord (to the extent applicable to Landlord) shall, each without charge at any time and from time to time, within thirty (30) calendar days after written request by the other party, certify by written instrument (to the extent true), duly executed, acknowledged and delivered to any mortgagee, assignee of a mortgagee, proposed mortgagee, or to any purchaser or proposed purchaser, or to any other person dealing with Landlord, Tenant or the Premises:

(a) That this Lease is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect, as modified, and setting forth the modifications);

(b) The dates to which the Rent has been paid in advance;

(c) Whether or not there are then existing any breaches or defaults by such party or the other party known by such party under any of the covenants, conditions, provisions, terms or agreements of this Lease against the enforcement of this Lease and specifying such breach or default, if any and if there are any such breaches or defaults, specify them and the steps needed to cure the same;

(d) That Tenant has made no advancements to or on behalf of Landlord for which it has the right to deduct from, or offset against, future Rent payments;

(e) Tenant has accepted the Premises and is in full and complete possession of the Premises; and

(f) Such other statements or certificates as any Mortgagee may reasonably request.

It is the intention of the parties hereto that any statement delivered pursuant to this Section 22.5 may be relied upon by any of such parties dealing with Landlord, Tenant or the Premises.

22.6 Partial Invalidity, Governing Law. If any covenant, condition, provision, term or agreement of this Lease shall, to any extent, be held invalid or unenforceable, the remaining covenants, conditions, provisions, terms and agreements of this Lease or the application of such covenant, condition, provision, term or agreement to persons or circumstances other than to which it is held invalid or unenforceable, shall not be affected, but each covenant, condition, provision, term or agreement of this Lease shall be valid and in force to the fullest extent permitted by law. This Lease shall be construed and be enforceable in accordance with the internal laws of the State of Wisconsin without application of conflicts of law.

22.7 Successors. The covenants and agreements contained in this Lease shall bind and inure to the benefit of Landlord, its representatives, successors and assigns, and Tenant and its representatives, permitted successors and assigns.

22.8 Captions. The caption of each article of this Lease is for convenience and reference only, and in no way defines, limits or describes the scope or intent of such article or of this Lease.

22.9 No Joint Venture. This Lease does not create the relationship of principal and agent, or of partnership, joint venture, or of any association or relationship between Landlord and Tenant, the sole relationship between Landlord and Tenant being that of landlord and tenant under this Lease.

22.10 Entire Agreement. This Lease contains the entire agreement between the parties and supersedes all prior and contemporaneous representations, covenants, warranties and agreements, if any, made by Landlord. This Lease shall not be modified or amended in any manner except by an instrument in writing executed by the then current parties to this Lease.

22.11 No Surrender. No surrender by Tenant to Landlord of this Lease or of all or any portion of the Premises, or any interest in the Premises, prior to the expiration of the Term shall be valid or effective unless agreed to and accepted in writing by Landlord and any lender with a lien on Tenant's interests in this Lease or any portion of the Premises, and no act or omission by Landlord or any representative or agent of Landlord, other than such a written acceptance by Landlord and such Tenant lender, as set forth above, shall constitute an acceptance of any such surrender.

22.12 Time. Time is of the essence of this Lease, and all provisions in this Lease relating to this Lease shall be strictly construed.

22.13 Exculpatory Provision. In case of default under this Lease by Landlord, Tenant shall provide Landlord notice of such default and permit Landlord to cure such default within ninety (90) calendar days of the date of such notice. Tenant shall look solely to the interests of Landlord in the Premises and the rents derived from the Premises; and Landlord shall not have any personal liability to pay any indebtedness accruing under this Lease or to perform any covenant, either express of implied, in this Lease contained; and that no personal liability or personal responsibility of any sort is assumed by, nor shall at any time be asserted or enforceable against, Landlord or any of Landlord's officers, agents or employees on account of this Lease or on account of any representation, warranty, covenant, undertaking or agreement of Landlord contained in this Lease, either express or implied, all such personal liability, if any, being expressly waived and released by Tenant and by all persons claiming by, through or under Tenant.

22.14 Immunity. Nothing contained in this Lease constitutes a waiver of any immunity, statutorily or otherwise, available to Landlord or Tenant under applicable law.

22.15 Execution. The submission of this Lease for examination does not constitute an offer to lease, or a reservation of, or option for, the Premises and this Lease becomes effective and binding only upon the execution and delivery hereof by both Landlord and Tenant. Tenant confirms that Landlord has made no representations or promises with respect to the

Premises or the making or entry into of this Lease except as are expressly set forth herein, and agrees that no claim or liability shall be asserted by Tenant against Landlord for, and Landlord shall not be liable by reason of, breach of any representations, or promises not expressly stated in this Lease.

22.16 Recording of a Memorandum of this Lease Permitted. On the Commencement Date, Landlord and Tenant, upon the request of either party, shall execute a Memorandum of Lease in a form approved for recording by the laws of the State of Wisconsin. Either party, at its cost, shall be entitled to record the Memorandum of Lease in the Office of the Register of Deeds for Sheboygan County, Wisconsin.

22.17 Force Majeure. If any party is delayed or prevented from timely performing any act required under this Lease by reason of extraordinary and uncommon matters beyond the reasonable control of the party obligated to perform, including (but not limited to) fire, earthquake, war, terrorist act, pandemic, epidemic, flood, riot, strike, lockout, supply shortages, freight embargo, power outages, extreme weather or other similar causes or acts of God, such act shall be excused for the period of such delay, and the time for the performance of any such act shall be extended for a period equivalent to such delay; provided, however, that the time for performance shall not be extended by more than ninety (90) calendar days unless agreed to in writing by the parties hereto.

22.18 Counterparts. This Lease may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Lease by signing any such counterpart.

22.19 Email and Facsimile Signatures. Signatures received by email or facsimile submission or by DocuSign or any other electronic signature platform shall be deemed to be original signatures.

[Signature page follows]

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

LANDLORD: CITY OF SHEBOYGAN

By: _____
Name: Ryan Sorenson, City Mayor

Attest: _____
Name: Meredith DeBruin, City Clerk

STATE OF WISCONSIN)
) I
SHEBOYGAN COUNTY)

Personally came before me this _____ day of _____, 2026, the above named Ryan Sorenson and Meredith DeBruin, the City Mayor and City Clerk of the City of Sheboygan, respectively, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

_____
Notary Public, Wisconsin
My commission _____

TENANT: SHEBOYGAN AREA YOUTH SOCCER ORGANIZATION, LLC d/b/a LAKESHORE UNITED FC

By: _____
Name: Christopher Lacey, President

STATE OF WISCONSIN)
) I
SHEBOYGAN COUNTY)

Personally came before me this _____ day of _____, 2026, the above named Christopher Lacey, the President of Sheboygan Area Youth Soccer Organization, LLC d/b/a Lakeshore United FC, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
Notary Public, Wisconsin
My commission _____

EXHIBIT A

LEGAL DESCRIPTION OF PREMISES

(1)

Part of the East Half (E-1/2) of the Northeast Quarter (NE-1/4) of Section Four (4), Township Fourteen (14) North, Range Twenty-three (23) East, City of Sheboygan, Sheboygan County, Wisconsin, described as follows: Commencing at the Northeast corner of Section Four (4); thence South 1° East along the East line of Section Four (4), 1,335.18 feet to the point of beginning; thence South 88°-22'-34" West, 469.99 feet; thence South 11°-12'-04" West, 743.25 feet; thence South 79°-05'-56" East, 387.31 feet to a point that is 45.00 feet from the center line of South Business Drive; thence North 16°-13'-49" East, 849.59 feet; thence South 88°-22'-34" West, 3.60 feet to the point of beginning, and FURTHER EXCEPTING that portion conveyed for highway purposes as recorded as Document No. 1954201.

(2)

Part of the Northeast Quarter (NE-1/4) of Section Four (4), Township Fourteen (14) North, Range Twenty-three (23) East, Town of Wilson, Sheboygan County, Wisconsin, described as: Commencing 1,335.18 feet South of the Northeast corner of said Quarter; thence South 88°50' West, 2,214.96 feet; thence South 1°33' West, 1,302.46 feet; thence East to the center of U.S. Highway "141"; thence Northeast on highway to a point East of beginning; thence West to beginning; EXCEPTING commencing 1,335.18 feet South of the Northeast corner of Section Four (4); thence South 88°50' West, 448.7 feet; thence South 11°28' West, 543.25 feet; thence South 78°50' East, 375.25 feet; thence North 67°30' East, 95.45 feet to the center of U.S. Highway "141"; thence North 16°32' East on the center of said highway, 604.1 feet; thence South 88°50' West, 73.4 feet to beginning, excepting the South 97.00 feet of the aforedescribed property; FURTHER EXCEPTING commencing 1,335.18 feet South of the Northeast corner of Section 4; thence South 88°50' West, 448.7 feet; thence South 11°28' West, 543.25 feet to the point of beginning; thence South 78°50' East, 375.25 feet to the West right-of-way line of U.S. Highway "141"; thence South 16°32' West, 200.00 feet; thence North 78°50' West, 375.25 feet; thence North 11°28' East, 200.00 feet, more or less, to the point of beginning; FURTHER EXCEPTING Lot 1 of a Certified Survey Map recorded in Volume 15 of Certified Survey Maps, on Pages 9/10; as Document No. 1497070; FURTHER EXCEPTING that part annexed to the City of Sheboygan by File #1166487 and FURTHER EXCEPTING that portion conveyed for highway purposes as recorded as Document No. 1954201.

EXHIBIT B

PERFORMANCE BOND

[SEE ATTACHED]

DRAFT

AIA® Document A312® – 2010

Performance Bond

CONTRACTOR:
(Name, legal status and address)
« »« »
« »

SURETY:
(Name, legal status and principal place of business)
« »« »
« »

OWNER:
(Name, legal status and address)
« »« »
« »

CONSTRUCTION CONTRACT
Date: « »
Amount: $ « »
Description:
(Name and location)
« »
« »

BOND
Date:
(Not earlier than Construction Contract Date)
« »
Amount: $ « »
Modifications to this Bond: « » None « » See Section 16

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*

Signature: _____
Name and Title: « »« »

SURETY
Company: *(Corporate Seal)*

Signature: _____
Name and Title: « »« »

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or **BROKER:**
« »
« »
« »

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)
« »
« »
« »
« »
« »
« »

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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User Notes: (1967224394)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- **.1** the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- **.2** the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- **.3** the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- **.1** After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- **.2** Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

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User Notes: (1967224394)

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- **.1** the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- **.2** additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- **.3** liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

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User Notes: (1967224394)

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

« »

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:	« »« »	Name and Title:	« »« »
Address:	« »	Address:	« »

DRAFT

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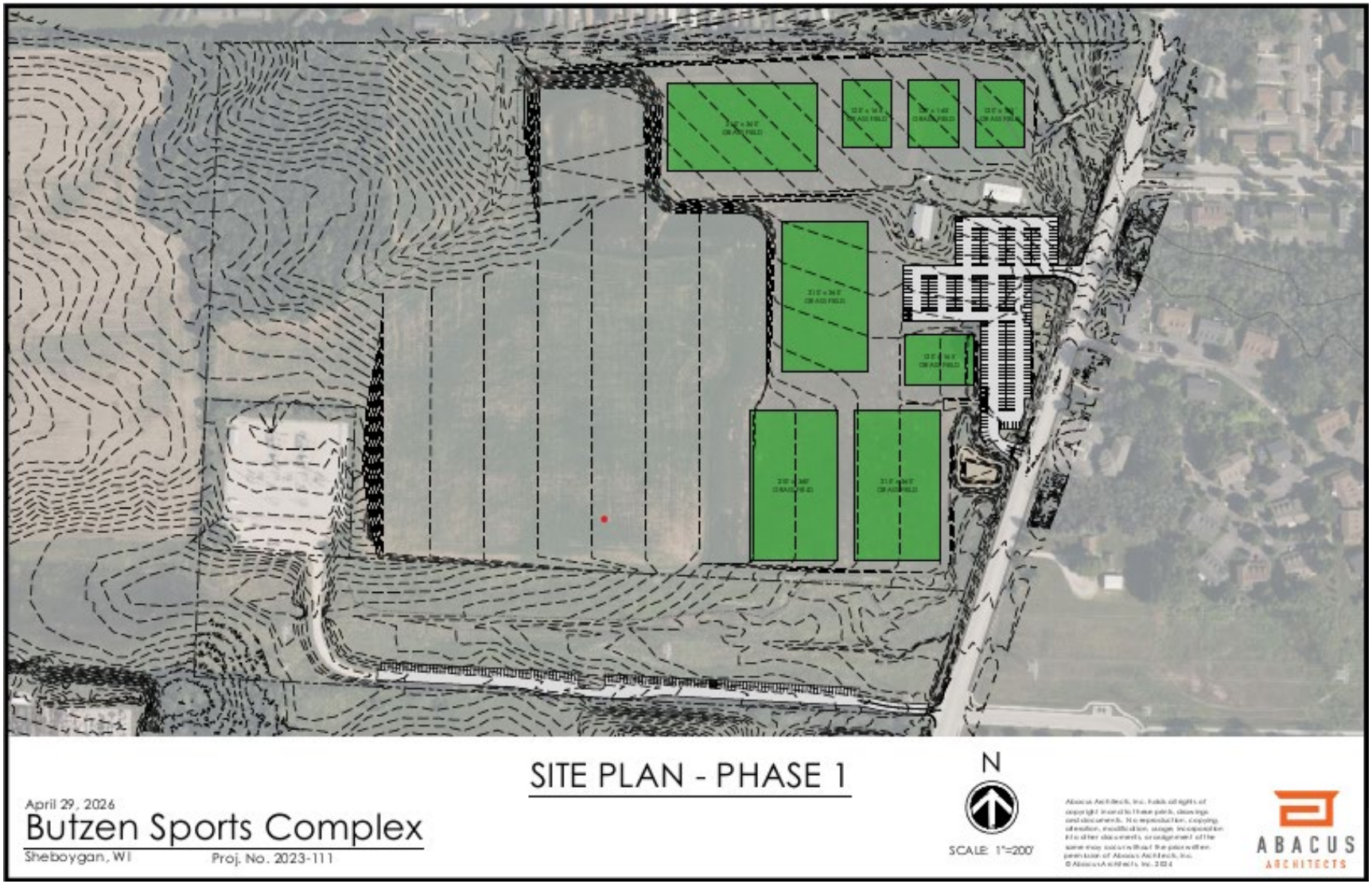
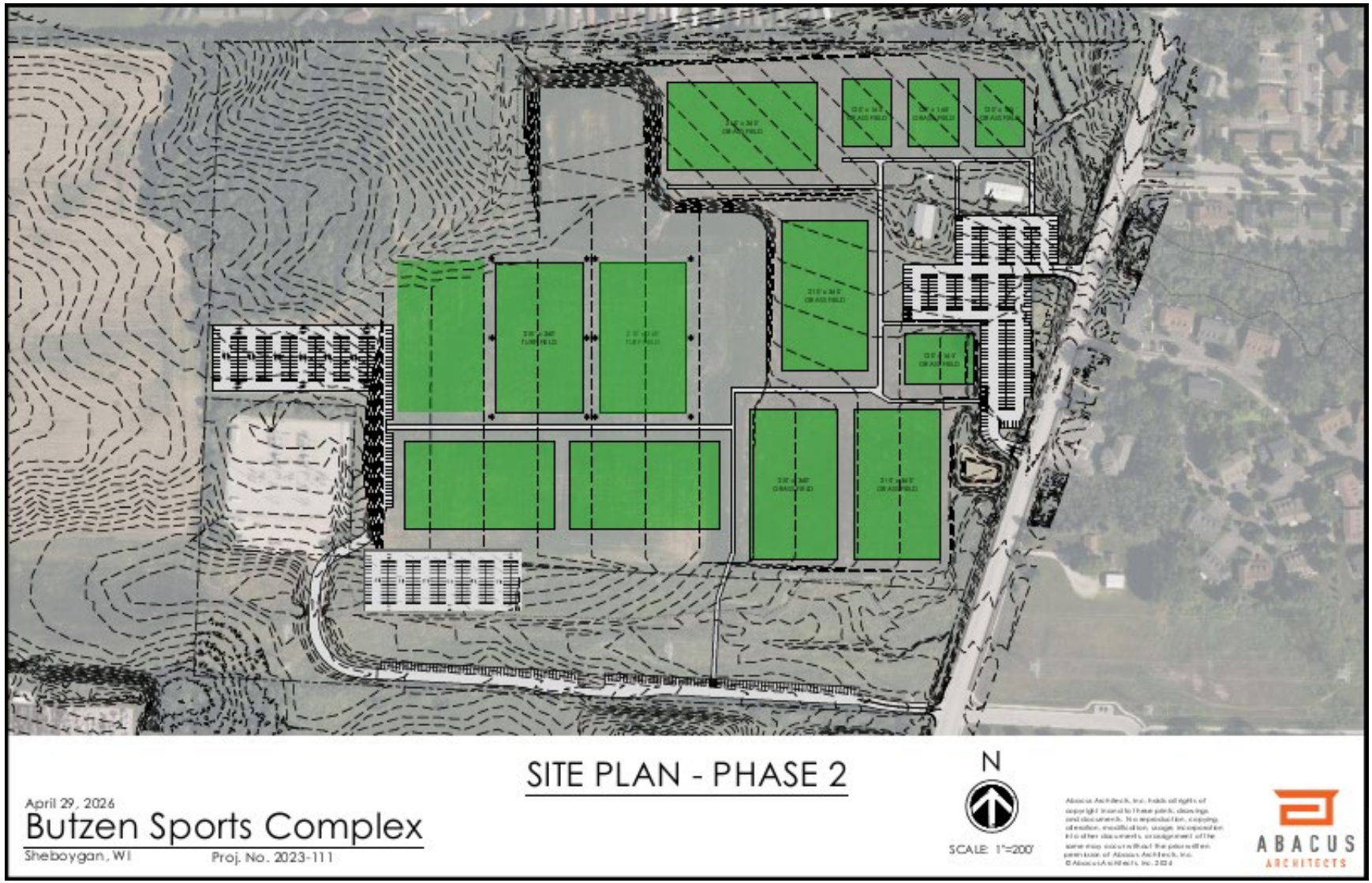
User Notes: (1967224394)

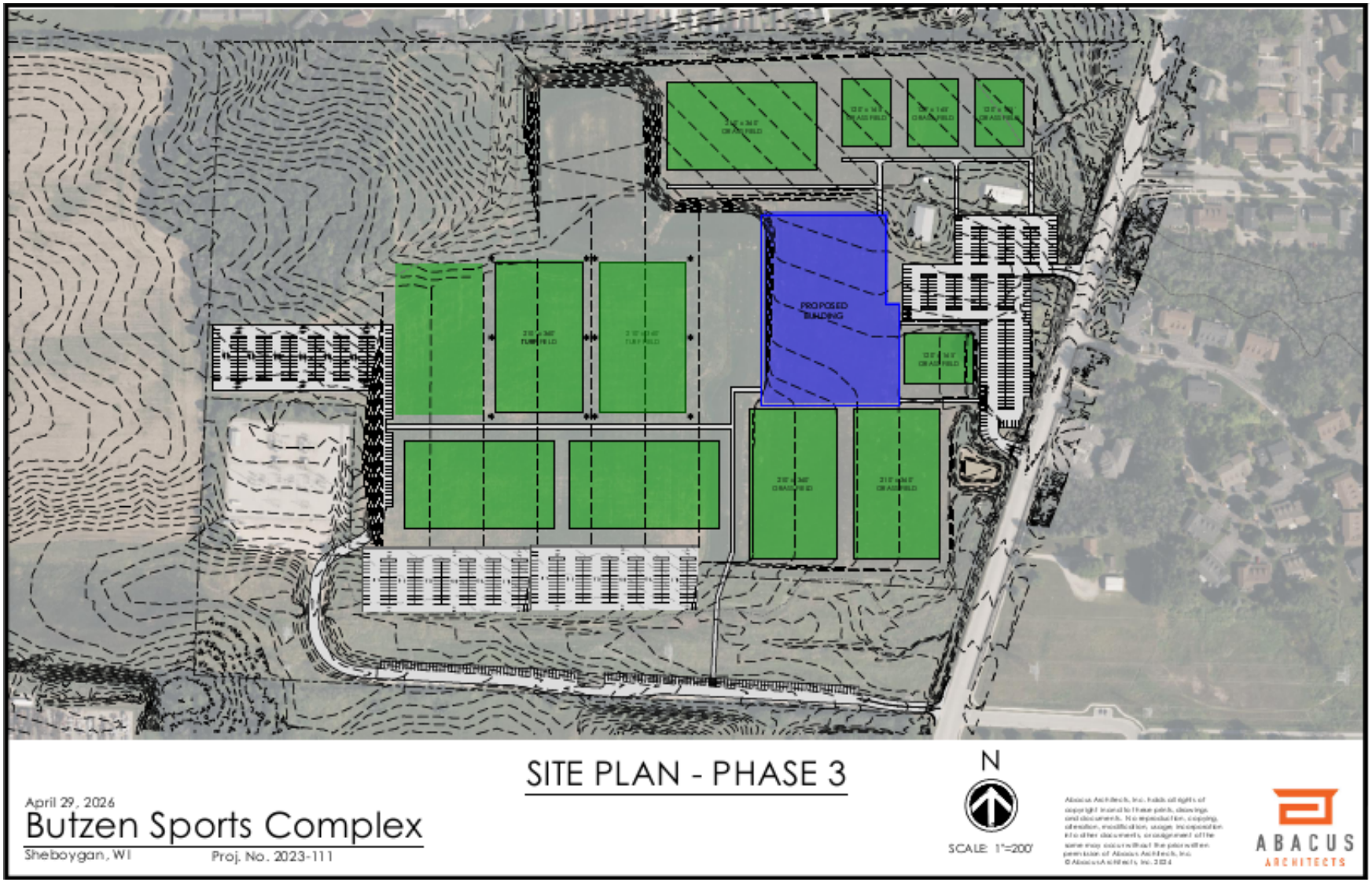
EXHIBIT C

SITE PLAN




SITE PLAN - PHASE 2
N
SCALE: 1"=200'
April 29, 2026
Butzen Sports Complex
Sheboygan, WI
Proj. No. 2023-111
ABACUS
ARCHITECTS

[EXHIBIT C]


PROPOSED BUILDING
SITE PLAN - PHASE 3
N
SCALE: 1"=200'
April 29, 2026
Butzen Sports Complex
Sheboygan, WI
Proj. No. 2023-111
ABACUS
ARCHITECTS

[EXHIBIT C]

CITY OF SHEBOYGAN
ORDINANCE 11-26-27

BY ALDERPERSONS BOORSE AND HEIDEMANN.

SEPTEMBER 14, 2026.

AN ORDINANCE amending section 2-839 of the Sheboygan Municipal Code so as to update the requirements of granting a permit when money is owed to the city.

THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

SECTION 1: **AMENDMENT** "Sec 2-839 Payments For Licenses, Permits; Appeal; Interpretive Rules" of the Sheboygan Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

Sec 2-839 Payments For Licenses, Permits; Appeal; Interpretive Rules

(a) The applicant shall make all payments for licenses and permits issued by the city clerk's office directly to the city clerk's office.
(b) The payment of all personal property taxes, special assessments, special charges, taxes imposed pursuant to chapter 50, all forfeitures or judgments resulting from conviction for violation of any provision of this Code and all other judgments due and owing from the applicant to the city at the time of the application for any license or permit provided for in this Code and any of such relating to the property or business previously licensed if the new license is granted consequent or conditionally upon the sale or transfer of the business or stock in trade or furnishings or equipment of the premises or of the ownership or control of a corporation is a condition precedent to the granting of such license or permit, except as provided in this section.
(c) A person denied a license or permit by the operation of this section may request a review of the denial to the city attorney by filing, in writing, a request for a review setting forth the grounds for the review. The city clerk shall grant the permit, notwithstanding the terms of this section, if the city attorney determines that:
    (1) The license or permit applied for is required by the city in order to perform a task that the applicant has been lawfully ordered to perform by the city or another governmental unit, or which failure to perform is a violation of an ordinance or statute;
    (2) The applicant shows financial inability to pay the full amount owed to the city;
    (3) The applicant acknowledges the debt owed to the city and enters into a payment plan agreeable to both parties; and
    (4) The granting of the license or permit would be in the best interests of the city.
(d) Except as otherwise provided in this section, the clerk shall issue no license or permit

until it has been certified on the application that all required payments have been made. Any license or permit issued improperly is null and void.

(e) Notwithstanding the foregoing, permits to support lead service lateral replacement projects may be issued despite moneys owed upon petition to the Building Inspection Division by the Sheboygan Water Utility.

(Code 1975, § 2-4(a); Code 1997, § 2-872; Ord. No. 55-04-05, § 1, 2-21-2005)

AFTER AMENDMENT

Sec 2-839 Payments For Licenses, Permits; Appeal; Interpretive Rules

(a) The applicant shall make all payments for licenses and permits issued by the city clerk's office directly to the city clerk's office.
(b) The payment of all personal property taxes, special assessments, special charges, taxes imposed pursuant to chapter 50, all forfeitures or judgments resulting from conviction for violation of any provision of this Code and all other judgments due and owing from the applicant to the city at the time of the application for any license or permit provided for in this Code and any of such relating to the property or business previously licensed if the new license is granted consequent or conditionally upon the sale or transfer of the business or stock in trade or furnishings or equipment of the premises or of the ownership or control of a corporation is a condition precedent to the granting of such license or permit, except as provided in this section.
(c) A person denied a license or permit by the operation of this section may request a review of the denial to the city attorney by filing, in writing, a request for a review setting forth the grounds for the review. The city clerk shall grant the permit, notwithstanding the terms of this section, if the city attorney determines that:
    (1) The license or permit applied for is required by the city in order to perform a task that the applicant has been lawfully ordered to perform by the city or another governmental unit, or which failure to perform is a violation of an ordinance or statute;
    (2) The applicant ~~shows~~certifies that they are not financially able~~inability~~ to pay the full amount owed to the city;
    (3) The applicant acknowledges the debt owed to the city and enters into a payment plan, or is otherwise current on an existing payment plan, agreeable to both parties; and
    (4) The granting of the license or permit would be in the best interests of the city.
(d) Except as otherwise provided in this section, the clerk shall issue no license or permit until it has been certified on the application that all required payments have been made. Any license or permit issued improperly is null and void.
(e) Notwithstanding the foregoing, permits to support lead service lateral replacement projects may be issued despite moneys owed upon petition to the Building Inspection Division by the Sheboygan Water Utility.

(Code 1975, § 2-4(a); Code 1997, § 2-872; Ord. No. 55-04-05, § 1, 2-21-2005)

SECTION 2: **REPEALER CLAUSE** All ordinances or resolutions or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 3: **EFFECTIVE DATE** This Ordinance shall be in effect from and after its passage and publication according to law.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL _____.

Presiding Officer	Attest
_____	_____
Ryan Sorenson, Mayor, City of Sheboygan	Meredith DeBruin, City Clerk, City of Sheboygan

CITY OF SHEBOYGAN
ORDINANCE 12-26-27

BY ALDERPERSONS MITCHELL AND PERRELLA.

SEPTEMBER 14, 2026.

AN ORDINANCE amending various sections of the Sheboygan Municipal Code so as to move the fees to a consolidated fee schedule.

THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

SECTION 1: **AMENDMENT** "Sec 12-37 Re-Examination" of the Sheboygan Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

Sec 12-37 Re-Examination

Any person failing to pass a required examination may be re-examined by submitting a request for re-examination with a $25.00 examination fee to the secretary of the board of license examiners or their designee.

(Code 1997, § 26-150; Ord. No. 44-97-98, § 1, 7-21-1997; Ord. No. 57-10-11, § 3, 4-6-2011)

AFTER AMENDMENT

Sec 12-37 Re-Examination

Any person failing to pass a required examination may be re-examined by submitting a request for re-examination with a ~~$25.00 examination~~ fee as listed on the city's consolidated fee schedule to the secretary of the board of license examiners or their designee.

(Code 1997, § 26-150; Ord. No. 44-97-98, § 1, 7-21-1997; Ord. No. 57-10-11, § 3, 4-6-2011)

SECTION 2: **AMENDMENT** "Sec 12-595 Appeal Fee" of the Sheboygan Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

Sec 12-595 Appeal Fee

A fee of $25.00 shall accompany an appeal under this division.

(Code 1997, § 26-870; Ord. No. 17-09-10, § 2, 9-21-2009)

AFTER AMENDMENT

Sec 12-595 Appeal Fee

A fee ~~of $25.00~~as listed on the city's consolidated fee schedule shall accompany an appeal under this division.

(Code 1997, § 26-870; Ord. No. 17-09-10, § 2, 9-21-2009)

SECTION 3: **AMENDMENT** "Sec 54-338 Disposal Of Hauled Wastewater" of the Sheboygan Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

Sec 54-338 Disposal Of Hauled Wastewater

(a) *Permit*. No person in the business of gathering and disposing of hauled wastewater shall transfer such material into any disposal area unless a permit for disposal has first been obtained from the city approving authority. Permits shall be nontransferable. A permit may be obtained upon payment of a fee of $100.00 per calendar year. The time and place of disposal will be designated by the city approving authority. The city approving authority may impose such conditions as it deems necessary on any permit granted.

(b) *Definitions*. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Hauled wastewater means and includes, but is not limited to, septic tank sludge and holding tank sewage.

(c) *Insurance; indemnification of city*. Any person or party disposing of hauled wastewater shall agree to carry liability insurance in an amount not less than $1,000,000.00 per occurrence to protect any and all persons or property from injury and damage caused in any way or manner by an act or the failure to act by any of their employees. The person shall furnish a certificate certifying such insurance will be in full force and effect. Any person disposing of such waste shall agree to indemnify and hold harmless the city from any and all liability and claims for damages arising out of or resulting from work and labor performed.

(d) *Restrictions on materials discharged to treatment system*. All materials disposed of into the treatment system shall be of domestic origin or compatible pollutants only, and such person shall agree that they will comply with the provisions of any and all

applicable ordinances of the city and shall not deposit or drain any gasoline, oil, acid, alkali, grease, rags, waste, volatile or inflammable liquids or other deleterious substances into any manhole or allow any earth, sand or other solid material to pass into any part of the wastewater collection and treatment facilities.

(e) *Disposal of materials at sewage treatment plant*. Prior to the disposal of nondomestic wastes to the wastewater collection and treatment facilities by any person holding a permit for disposal of hauled wastewater, such industrial waste shall be tested as determined by the wastewater treatment plant superintendent.

(f) *Acceptance of hauled wastewater*. Acceptance of hauled wastewater under this article shall be subject to existing treatment capacity. If sludge storage is unavailable or operational treatment problems prevent handling of hauled wastewater, the superintendent of the wastewater treatment plant may refuse acceptance of such waste.

(Code 1975, § 34.5-67; Code 1997, § 122-340; Ord. No. 104-97-98, § 8, 12-15-1997)

AFTER AMENDMENT

Sec 54-338 Disposal Of Hauled Wastewater

(a) *Permit*. No person in the business of gathering and disposing of hauled wastewater shall transfer such material into any disposal area unless a permit for disposal has first been obtained from the city approving authority. Permits shall be nontransferable. A permit may be obtained upon payment of a fee ~~of $100.00~~ as listed on the city's consolidated fee schedule per calendar year. The time and place of disposal will be designated by the city approving authority. The city approving authority may impose such conditions as it deems necessary on any permit granted.

(b) *Definitions*. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Hauled wastewater means and includes, but is not limited to, septic tank sludge and holding tank sewage.

(c) *Insurance; indemnification of city*. Any person or party disposing of hauled wastewater shall agree to carry liability insurance in an amount not less than $1,000,000.00 per occurrence to protect any and all persons or property from injury and damage caused in any way or manner by an act or the failure to act by any of their employees. The person shall furnish a certificate certifying such insurance will be in full force and effect. Any person disposing of such waste shall agree to indemnify and hold harmless the city from any and all liability and claims for damages arising out of or resulting from work and labor performed.

(d) *Restrictions on materials discharged to treatment system*. All materials disposed of into the treatment system shall be of domestic origin or compatible pollutants only, and such person shall agree that they will comply with the provisions of any and all applicable ordinances of the city and shall not deposit or drain any gasoline, oil, acid, alkali, grease, rags, waste, volatile or inflammable liquids or other deleterious substances into any manhole or allow any earth, sand or other solid material to pass

into any part of the wastewater collection and treatment facilities.

(e) *Disposal of materials at sewage treatment plant*. Prior to the disposal of nondomestic wastes to the wastewater collection and treatment facilities by any person holding a permit for disposal of hauled wastewater, such industrial waste shall be tested as determined by the wastewater treatment plant superintendent.

(f) *Acceptance of hauled wastewater*. Acceptance of hauled wastewater under this article shall be subject to existing treatment capacity. If sludge storage is unavailable or operational treatment problems prevent handling of hauled wastewater, the superintendent of the wastewater treatment plant may refuse acceptance of such waste.

(Code 1975, § 34.5-67; Code 1997, § 122-340; Ord. No. 104-97-98, § 8, 12-15-1997)

SECTION 4: **AMENDMENT** "Sec 54-636 Fee Adjustments" of the Sheboygan Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

Sec 54-636 Fee Adjustments

(a) *Intent*. In certain situations, the amount of services used by and the costs of providing service to a property may be lessened due to unique characteristics of the property served. This section provides a procedure to seek adjustments of charges in those situations. In developing this process, the city recognizes that debt service costs and extension and replacement costs are incurred primarily to provide the capacity needed in the stormwater management system, and operation and maintenance costs are incurred to ensure the administration of the stormwater system, the day-to-day operation of the stormwater system and the needed capacity in the system.

(b) *Requests for adjustment*. Requests for adjustments shall be limited to the fees for nonresidential developed properties. All such requests shall be in writing and submitted to the director of public works and engineering along with a review fee of $200.00.

(1) The director will investigate and make recommendations to the public works committee as to whether the stormwater user fee is fair and reasonable, or whether an adjustment is merited based upon the guidelines set forth herein. It shall be the burden of the requester to demonstrate by a preponderance of the evidence that a fee adjustment is warranted. Failure to file a request for adjustment within 30 days of payment waives all rights to any refund of fees as a result of any adjustment's determination.

(2) A customer may be eligible for an adjustment under the following conditions:

a. The allocated ERUs may be adjusted if the square footage calculation of impervious area for the property is incorrect.

b. If the stormwater, from a nonresidential property, discharges directly into a qualifying receiving water without crossing the property of

another, and the discharge does not contribute to the exceedance of federal, state or local water quality standards.

c. Nonresidential properties with private on-site stormwater management and treatment facilities that are designed to properly manage the stormwater runoff from impervious surface areas in accordance with the design criteria described by the city's stormwater management ordinances may be eligible for a stormwater user fee adjustment. In considering such a request, the public works committee shall consider whether and to what extent the city's cost of providing service or making service available to a property has been lessened by the private on-site stormwater management and treatment facilities. If the city's cost of providing service or making service available to a property has not been lessened by the on-site stormwater management and treatment facilities, the request for the adjustment shall be denied. If the city's cost of providing service or making service available to a property has been lessened by the on-site stormwater management and treatment facilities, the fee shall be reduced to reflect the approximate reduction in the city's costs.

(3) The director shall submit a written recommendation to the public works committee as to whether the request for adjustment should be granted, denied or granted in part and denied in part. The written recommendation shall also set forth the reason or reasons for such recommendation.

(4) In considering a request for an adjustment, the director or the committee may, in their discretion, separately examine multiple drainage areas on one piece of property and may recommend allowing an adjustment for a portion of the property if the characteristics of one or more drainage areas meets the criteria set forth in subsection (b)(2) of this section.

(5) The committee, in its discretion, may allow an adjustment for a nonresidential property for reasons other than as specifically set forth in subsection (b)(2) of this section, provided that the adjustment is reasonable and not unjustly discriminatory.

(6) Committee review of the request for adjustment shall be completed within 60 days of the date the written request for adjustment and required fee are submitted to the director. The committee shall review the request and director's recommendation and determine whether an adjustment should be made. The committee may act with or without a hearing and will inform the requester in writing of its decision.

(7) The requester has 30 days from the decision of the committee to file a written appeal to the common council.

(8) If the council or the committee determines that a refund is due the requester, the refund will be applied as a credit on the customer's next quarterly stormwater billing or will be refunded at the discretion of the city finance director/treasurer.

(c) *Public service commission complaint*. Notwithstanding subsection (b) of this section, any user may file a complaint with the public service commission claiming that the

rates, rules and practices herein are unreasonable or unjustly discriminatory pursuant to Wis. Stats. § 66.0821(5).

(Code 1997, § 122-636; Ord. No. 17-03-04, § 1, 8-25-2003; Ord. No. 47-04-05, § 2, 12-6-2004)

AFTER AMENDMENT

Sec 54-636 Fee Adjustments

(a) *Intent*. In certain situations, the amount of services used by and the costs of providing service to a property may be lessened due to unique characteristics of the property served. This section provides a procedure to seek adjustments of charges in those situations. In developing this process, the city recognizes that debt service costs and extension and replacement costs are incurred primarily to provide the capacity needed in the stormwater management system, and operation and maintenance costs are incurred to ensure the administration of the stormwater system, the day-to-day operation of the stormwater system and the needed capacity in the system.

(b) *Requests for adjustment*. Requests for adjustments shall be limited to the fees for nonresidential developed properties. All such requests shall be in writing and submitted to the director of public works and engineering along with a review fee ~~of $200.00~~ as listed on the city's consolidated fee schedule.

(1) The director will investigate and make recommendations to the public works committee as to whether the stormwater user fee is fair and reasonable, or whether an adjustment is merited based upon the guidelines set forth herein. It shall be the burden of the requester to demonstrate by a preponderance of the evidence that a fee adjustment is warranted. Failure to file a request for adjustment within 30 days of payment waives all rights to any refund of fees as a result of any adjustment's determination.

(2) A customer may be eligible for an adjustment under the following conditions:

a. The allocated ERUs may be adjusted if the square footage calculation of impervious area for the property is incorrect.

b. If the stormwater, from a nonresidential property, discharges directly into a qualifying receiving water without crossing the property of another, and the discharge does not contribute to the exceedance of federal, state or local water quality standards.

c. Nonresidential properties with private on-site stormwater management and treatment facilities that are designed to properly manage the stormwater runoff from impervious surface areas in accordance with the design criteria described by the city's stormwater management ordinances may be eligible for a stormwater user fee adjustment. In considering such a request, the public works committee shall consider whether and to what extent the city's cost of providing service or making service available to a property has been lessened by the private on-site stormwater management and treatment facilities. If the city's cost of providing service or making service available to a

property has not been lessened by the on-site stormwater management and treatment facilities, the request for the adjustment shall be denied. If the city's cost of providing service or making service available to a property has been lessened by the on-site stormwater management and treatment facilities, the fee shall be reduced to reflect the approximate reduction in the city's costs.

(3) The director shall submit a written recommendation to the public works committee as to whether the request for adjustment should be granted, denied or granted in part and denied in part. The written recommendation shall also set forth the reason or reasons for such recommendation.

(4) In considering a request for an adjustment, the director or the committee may, in their discretion, separately examine multiple drainage areas on one piece of property and may recommend allowing an adjustment for a portion of the property if the characteristics of one or more drainage areas meets the criteria set forth in subsection (b)(2) of this section.

(5) The committee, in its discretion, may allow an adjustment for a nonresidential property for reasons other than as specifically set forth in subsection (b)(2) of this section, provided that the adjustment is reasonable and not unjustly discriminatory.

(6) Committee review of the request for adjustment shall be completed within 60 days of the date the written request for adjustment and required fee are submitted to the director. The committee shall review the request and director's recommendation and determine whether an adjustment should be made. The committee may act with or without a hearing and will inform the requester in writing of its decision.

(7) The requester has 30 days from the decision of the committee to file a written appeal to the common council.

(8) If the council or the committee determines that a refund is due the requester, the refund will be applied as a credit on the customer's next quarterly stormwater billing or will be refunded at the discretion of the city finance director/treasurer.

(c) *Public service commission complaint*. Notwithstanding subsection (b) of this section, any user may file a complaint with the public service commission claiming that the rates, rules and practices herein are unreasonable or unjustly discriminatory pursuant to Wis. Stats. § 66.0821(5).

(Code 1997, § 122-636; Ord. No. 17-03-04, § 1, 8-25-2003; Ord. No. 47-04-05, § 2, 12-6-2004)

SECTION 5: **<u>AMENDMENT</u>** "Sec 54-456 Mini-Storm Sewers" of the Sheboygan Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

Sec 54-456 Mini-Storm Sewers

(a) For the purpose of this section, the term "mini-storm sewer" means an auxiliary sewer installed primarily for sump pump connection which is constructed subsequent to the paving of the adjacent street.
(b) Unless otherwise directed by the council, all special assessments for the construction of mini-storm sewers shall be made by the department of engineering and public works on a linear-foot basis dividing the cost of the project by the number of linear feet or fractions thereof of property serviced by the mini-storm sewer.
(c) Special assessments shall be levied as follows:
    (1) All assessments shall be levied at the rate of $12.00 per linear foot on the street of alley frontage. The city shall pay the balance of the cost of each project.
    (2) The city shall pay 100 percent of the assessable cost of mini-storm sewer construction in street intersections.
    (3) There shall be a deduction for mini-storm sewers which abut corner lots. Such deduction shall be calculated as follows:
        a. The first mini-storm sewer, whether it abuts the long side or short side of the lot, shall be assessed for the entire side pursuant to subsections (c)(1) and (2) of this section.
        b. If the second side of the corner lot is benefited by another mini-storm sewer, the second side shall be charged only for the sewer in excess of 120 feet.
        c. Any length in excess of 120 feet shall be assessed pursuant to subsection (c)(1) of this section.
    (4) The city shall pay 100 percent of the assessable cost of mini-storm sewer construction if all of the following conditions are met:
        a. The mini-storm sewer is routed through backyards to enable servicing adjacent properties on each side of the pipe.
        b. All necessary easements for construction, installation, maintenance and repair of the mini-storm sewer are provided to the city at no cost.
        c. No site restoration is to be provided by the city for the project.
        d. A service manhole is included in the construction project to facilitate servicing of the mini-storm sewer.
    (5) The city shall pay 100 percent of the assessable costs of mini-storm sewer construction if all of the following conditions are met:
        a. The mini-storm sewer is constructed in the street right-of-way.
        b. It is impossible or impractical, as determined by the city engineer, to construct a mini-storm sewer in a back yard or other preferable location due to the particular layout or obstructions contained in that yard, such that the cost of restoration of the property would outweigh the benefit of the improvement.
        c. All necessary easements for construction, installation, maintenance and repair of the mini-storm sewer are provided to the city at no cost.
        d. No site restoration is to be provided by the city for the project on

private property.

e. A service manhole is included in the construction project to facilitate servicing of the mini-storm sewer.

f. Such assumption of the costs by the city under this provision is specifically approved by the public works committee.

(d) The provisions of Wis. Stats. § 66.0703, relating to the laying of sanitary sewers and providing for the costs of installing and constructing such and the manner of levying special assessments against the property benefited thereby are adopted by and for the city and shall be in full force and effect as ordinances of the city as if fully set forth in this section.

(Code 1975, § 36-9; Code 1997, § 122-198; Ord. No. 75-95-96, § 1, 11-20-1995; Ord. No. 60-00-01, §§ 60, 61, 10-2-2000; Ord. No. 86-08-09, § 7, 4-20-2009)

AFTER AMENDMENT

Sec 54-456 Mini-Storm Sewers

(a) For the purpose of this section, the term "mini-storm sewer" means an auxiliary sewer installed primarily for sump pump connection which is constructed subsequent to the paving of the adjacent street.

(b) Unless otherwise directed by the council, all special assessments for the construction of mini-storm sewers shall be made by the department of engineering and public works on a linear-foot basis dividing the cost of the project by the number of linear feet or fractions thereof of property serviced by the mini-storm sewer.

(c) Special assessments shall be levied as follows:

(1) All assessments shall be levied at the rate~~ of $12.00~~as listed on the city's consolidated fee schedule per linear foot on the street of alley frontage. The city shall pay the balance of the cost of each project.

(2) The city shall pay 100 percent of the assessable cost of mini-storm sewer construction in street intersections.

(3) There shall be a deduction for mini-storm sewers which abut corner lots. Such deduction shall be calculated as follows:

a. The first mini-storm sewer, whether it abuts the long side or short side of the lot, shall be assessed for the entire side pursuant to subsections (c)(1) and (2) of this section.

b. If the second side of the corner lot is benefited by another mini-storm sewer, the second side shall be charged only for the sewer in excess of 120 feet.

c. Any length in excess of 120 feet shall be assessed pursuant to subsection (c)(1) of this section.

(4) The city shall pay 100 percent of the assessable cost of mini-storm sewer construction if all of the following conditions are met:

a. The mini-storm sewer is routed through backyards to enable servicing adjacent properties on each side of the pipe.

b. All necessary easements for construction, installation, maintenance

and repair of the mini-storm sewer are provided to the city at no cost.

c. No site restoration is to be provided by the city for the project.

d. A service manhole is included in the construction project to facilitate servicing of the mini-storm sewer.

(5) The city shall pay 100 percent of the assessable costs of mini-storm sewer construction if all of the following conditions are met:

a. The mini-storm sewer is constructed in the street right-of-way.

b. It is impossible or impractical, as determined by the city engineer, to construct a mini-storm sewer in a back yard or other preferable location due to the particular layout or obstructions contained in that yard, such that the cost of restoration of the property would outweigh the benefit of the improvement.

c. All necessary easements for construction, installation, maintenance and repair of the mini-storm sewer are provided to the city at no cost.

d. No site restoration is to be provided by the city for the project on private property.

e. A service manhole is included in the construction project to facilitate servicing of the mini-storm sewer.

f. Such assumption of the costs by the city under this provision is specifically approved by the public works committee.

(d) The provisions of Wis. Stats. § 66.0703, relating to the laying of sanitary sewers and providing for the costs of installing and constructing such and the manner of levying special assessments against the property benefited thereby are adopted by and for the city and shall be in full force and effect as ordinances of the city as if fully set forth in this section.

(Code 1975, § 36-9; Code 1997, § 122-198; Ord. No. 75-95-96, § 1, 11-20-1995; Ord. No. 60-00-01, §§ 60, 61, 10-2-2000; Ord. No. 86-08-09, § 7, 4-20-2009)

SECTION 6: **<u>AMENDMENT</u>** "Sec 12-195 Re-Inspection Or No-Show Fees" of the Sheboygan Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

Sec 12-195 Re-Inspection Or No-Show Fees

(a) Notwithstanding the fees elsewhere in this article, the fees for re-inspections and for inspections where the owner or contractor or other appropriate designee fails to appear for the inspection shall be as follows:

(1) Re-inspection fee: $75.00.

(2) No-show fee: $75.00.

(b) There shall be a maximum of one fee per inspection.

(Code 1997, § 26-227)

AFTER AMENDMENT

Sec 12-195 Re-Inspection Or No-Show Fees

(a) Notwithstanding the fees elsewhere in this article, the fees for re-inspections and for inspections where the owner or contractor or other appropriate designee fails to appear for the inspection shall be as follows:
    (1) Re-inspection fee: ~~$75.00~~as listed on the city's consolidated fee schedule.
    (2) No-show fee: ~~$75.00~~as listed on the city's consolidated fee schedule.
(b) There shall be a maximum of one fee per inspection.

(Code 1997, § 26-227)

SECTION 7: **AMENDMENT** "Sec 54-454 Sewer Assessments" of the Sheboygan Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

Sec 54-454 Sewer Assessments

(a) Unless otherwise directed by the council, all special assessments for the construction of sanitary sewers shall be made by the department of engineering and public works on a linear-foot basis through the exercise of the city's police power.
(b) Special assessments for the construction of sanitary sewers shall be made as follows:
    (1) All lots or fractions of lots abutting on only one street shall be assessed on a full-frontage basis at an even rate of $24.00 per linear foot on each side of the street.
    (2) Whenever a parcel of land is platted or an unplatted district abuts two or more streets, consideration shall be made as follows:
        a. The first sanitary sewer, whether it is along the long side or short side of the lot, shall be assessed at $24.00 per linear foot for the entire side.
        b. When the second side of the corner lot receives a sewer, the second side shall be charged only for the sewer in excess of 120 feet; provided, however, that if the lot is zoned for single- or two-family residential use, the second side shall be charged only for the sewer in excess of 220 feet.
        c. Any length over 120 feet (220 feet for lots zoned for single or two-family residential use) shall be assessed at $24.00 per foot.
    (3) All lots or fractions thereof may be assessed for the cost of serving the parcel of property with a lateral that is located within the road right-of-way.
    (4) Assessments for the construction of sanitary sewer laterals shall be made on a linear-foot basis. Each benefitted project shall be assessed at the rate of the

unit price per linear foot of the sanitary sewer lateral.

(c) The provisions of Wis. Stats. § 66.0703, relating to the laying of sanitary sewers and providing for the costs of installing and constructing such and the manner of levying special assessments against the property benefitted thereby, are adopted by and for the city and shall be in full force and effect as ordinances of the city as if fully set forth in this section.

(d) Sewer main extensions shall be financed by cost advancements when deemed advisable by the common council. In general, the cost-advancement method shall be used only when application is made for public sewer service which would require the extension of mains through sparsely occupied areas to serve such applicant or through areas which, in the judgment of the common council, are unlikely to develop extensively within the next 20 years or areas which are located outside the territorial limits of the city. Where extensions are authorized on a cost-advancement basis, the procedure shall be as follows:

(1) The applicant shall deposit with the city finance director/treasurer a sum sufficient to pay the total estimated cost of the extension, less unapportionable costs, if any.

(2) Such deposit shall be made before construction is started or contracted. If the actual apportionable cost shall be less than the amount deposited, the excess of the deposit over the cost shall be refunded to the applicant within 30 days after payment for the completed project. If the apportionable cost shall exceed the deposit, the applicant shall pay the deficiency prior to the granting of sewer service.

(3) Any property connected to such main after its installation, other than the applicant, shall pay to the city a connection charge determined by the common council which shall be equivalent to the amount of front-foot special assessments which would have been levied by the city at the time such extension was made.

(4) All connection charges collected by the city under subsection (d)(2) of this section shall be paid to the applicant or the applicant's assigns or heirs, unless specifically provided otherwise, in writing.

(e) For the purpose of this section, unapportionable costs shall include any additional expenses incurred for the installation of sewer mains or for fire protection service.

(f) No connection shall be made to any sewer lateral installed by the city unless a lateral connection fee shall have been paid therefor. Such lateral connection fee shall be determined from time to time by the common council by resolution on the basis of the average previous and estimated future costs. The lateral connection fee shall be in addition to the tap connection fee, the amount of which shall be determined by the common council by resolution.

(g) Except as provided in subsection (d) of this section, no connection shall be made to the city sanitary sewer mains unless special assessments have been levied on such property or until a main connection fee is paid therefor. Such main connection fee shall be equal to the amount which would have been paid if special assessments had been levied therefor.

(h) The common council may, by resolution, permit the deferred payment of special

assessments on unplatted and undeveloped property until the property is connected to the main, but not longer than 20 years following the date of the levy, in accordance with Wis. Stats. § 66.0715(2).

(i) Notwithstanding any other subsection of this section, the due date of any special assessment levied against property located within a general floodplain district (GFP) under the city's floodplain zoning ordinance or within a wetland area under the city's wetland ordinance abutting on or benefited by construction of a sanitary sewer shall be deferred while no use of the sanitary sewer is made in connection with the property. At such time as the property no longer qualifies for deferral of the special assessment, such expense may be paid in the manner and upon the terms provided in subsection (d) of this section. Any such special assessment shall be a lien against the property from the date of the levy.

(j) Notwithstanding any other subsection of this section, the common council may, by resolution, permit the deferral of the due date of certain sanitary sewer special assessments for certain new residential subdivision lots for five years and may permit payment thereafter in five equal annual installments, with interest at the rate in place at the commencement of the deferral accruing from the commencement of the deferral until paid in full, in accordance with guidelines established by resolution of the common council. However, any such special assessments deferred under this subsection shall become due in full immediately upon sale of such lots. Any such special assessment shall be a lien against the property from the date of the levy.

(Code 1975, § 36-4; Code 1997, § 122-196; Ord. No. 87-95-96, §§ 1, 2, 11-20-1995; Ord. No. 119-96-97, § 1, 2-3-1997; Ord. No. 60-00-01, §§ 52—55, 10-2-2000; Ord. No. 92-07-08, § 1, 3-3-2008; Ord. No. 86-08-09, § 5, 4-20-2009; Ord. No. 4-11-12, § 2, 6-20-2011)

AFTER AMENDMENT

Sec 54-454 Sewer Assessments

(a) Unless otherwise directed by the council, all special assessments for the construction of sanitary sewers shall be made by the department of engineering and public works on a linear-foot basis through the exercise of the city's police power.

(b) Special assessments for the construction of sanitary sewers shall be made as follows:

(1) All lots or fractions of lots abutting on only one street shall be assessed on a full-frontage basis at an even rate~~ of $24.00~~as listed on the city's consolidated fee schedule per linear foot on each side of the street.

(2) Whenever a parcel of land is platted or an unplatted district abuts two or more streets, consideration shall be made as follows:

a. The first sanitary sewer, whether it is along the long side or short side of the lot, shall be assessed~~ at $24.00~~as listed on the city's consolidated fee schedule per linear foot for the entire side.

b. When the second side of the corner lot receives a sewer, the second side shall be charged only for the sewer in excess of 120 feet; provided, however, that if the lot is zoned for single- or two-family

residential use, the second side shall be charged only for the sewer in excess of 220 feet.

c. Any length over 120 feet (220 feet for lots zoned for single or two-family residential use) shall be assessed ~~at $24.00~~ as listed on the city's consolidated fee schedule per foot.

(3) All lots or fractions thereof may be assessed for the cost of serving the parcel of property with a lateral that is located within the road right-of-way.

(4) Assessments for the construction of sanitary sewer laterals shall be made on a linear-foot basis. Each benefitted project shall be assessed at the rate of the unit price per linear foot of the sanitary sewer lateral.

(c) The provisions of Wis. Stats. § 66.0703, relating to the laying of sanitary sewers and providing for the costs of installing and constructing such and the manner of levying special assessments against the property benefitted thereby, are adopted by and for the city and shall be in full force and effect as ordinances of the city as if fully set forth in this section.

(d) Sewer main extensions shall be financed by cost advancements when deemed advisable by the common council. In general, the cost-advancement method shall be used only when application is made for public sewer service which would require the extension of mains through sparsely occupied areas to serve such applicant or through areas which, in the judgment of the common council, are unlikely to develop extensively within the next 20 years or areas which are located outside the territorial limits of the city. Where extensions are authorized on a cost-advancement basis, the procedure shall be as follows:

(1) The applicant shall deposit with the city finance director/treasurer a sum sufficient to pay the total estimated cost of the extension, less unapportionable costs, if any.

(2) Such deposit shall be made before construction is started or contracted. If the actual apportionable cost shall be less than the amount deposited, the excess of the deposit over the cost shall be refunded to the applicant within 30 days after payment for the completed project. If the apportionable cost shall exceed the deposit, the applicant shall pay the deficiency prior to the granting of sewer service.

(3) Any property connected to such main after its installation, other than the applicant, shall pay to the city a connection charge determined by the common council which shall be equivalent to the amount of front-foot special assessments which would have been levied by the city at the time such extension was made.

(4) All connection charges collected by the city under subsection (d)(2) of this section shall be paid to the applicant or the applicant's assigns or heirs, unless specifically provided otherwise, in writing.

(e) For the purpose of this section, unapportionable costs shall include any additional expenses incurred for the installation of sewer mains or for fire protection service.

(f) No connection shall be made to any sewer lateral installed by the city unless a lateral connection fee shall have been paid therefor. Such lateral connection fee shall be determined from time to time by the common council by resolution on the basis of the

average previous and estimated future costs. The lateral connection fee shall be in addition to the tap connection fee, the amount of which shall be determined by the common council by resolution.

(g) Except as provided in subsection (d) of this section, no connection shall be made to the city sanitary sewer mains unless special assessments have been levied on such property or until a main connection fee is paid therefor. Such main connection fee shall be equal to the amount which would have been paid if special assessments had been levied therefor.

(h) The common council may, by resolution, permit the deferred payment of special assessments on unplatted and undeveloped property until the property is connected to the main, but not longer than 20 years following the date of the levy, in accordance with Wis. Stats. § 66.0715(2).

(i) Notwithstanding any other subsection of this section, the due date of any special assessment levied against property located within a general floodplain district (GFP) under the city's floodplain zoning ordinance or within a wetland area under the city's wetland ordinance abutting on or benefited by construction of a sanitary sewer shall be deferred while no use of the sanitary sewer is made in connection with the property. At such time as the property no longer qualifies for deferral of the special assessment, such expense may be paid in the manner and upon the terms provided in subsection (d) of this section. Any such special assessment shall be a lien against the property from the date of the levy.

(j) Notwithstanding any other subsection of this section, the common council may, by resolution, permit the deferral of the due date of certain sanitary sewer special assessments for certain new residential subdivision lots for five years and may permit payment thereafter in five equal annual installments, with interest at the rate in place at the commencement of the deferral accruing from the commencement of the deferral until paid in full, in accordance with guidelines established by resolution of the common council. However, any such special assessments deferred under this subsection shall become due in full immediately upon sale of such lots. Any such special assessment shall be a lien against the property from the date of the levy.

(Code 1975, § 36-4; Code 1997, § 122-196; Ord. No. 87-95-96, §§ 1, 2, 11-20-1995; Ord. No. 119-96-97, § 1, 2-3-1997; Ord. No. 60-00-01, §§ 52—55, 10-2-2000; Ord. No. 92-07-08, § 1, 3-3-2008; Ord. No. 86-08-09, § 5, 4-20-2009; Ord. No. 4-11-12, § 2, 6-20-2011)

SECTION 8: **<u>AMENDMENT</u>** “Sec 12-228 Fees” of the Sheboygan Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

Sec 12-228 Fees

The fees for permits and inspections required by the provisions of this article shall be as

follows:

(a) *Standard fee*.
(1) For an estimated job cost of up to $1,000.00: $50.00.
(2) For each additional $1,000.00 or fraction thereof up to $1,000,000.00 estimated job cost: $20.00.
(3) For each additional $1,000.00 or fraction thereof above $1,000,000.00 estimated job cost: $10.00.
(b) *Exceptions*.
(1) New one- and two-family residences, per unit: $200.00.
(2) Renewable energy installations:
a. For one- and two-family residences, per unit: $300.00.
b. For all other installations:
1. For an estimated job cost of up to $1,000.00: $50.00.
2. For each additional $1,000.00 or fraction thereof: $10.00.
c. Additional fee for inspections requested outside of normally scheduled hours: $100.00.

(Code 1997, § 26-262)

AFTER AMENDMENT

Sec 12-228 Fees

The fees for permits and inspections required by the provisions of this article shall be as follows:

(a) *Standard fee*.
(1) For an estimated job cost of up to $1,000.00: ~~$50.00~~as listed on the city's consolidated fee schedule.
(2) For each additional $1,000.00 or fraction thereof up to $1,000,000.00 estimated job cost: ~~$20.00~~as listed on the city's consolidated fee schedule.
(3) For each additional $1,000.00 or fraction thereof above $1,000,000.00 estimated job cost: ~~$10.00~~as listed on the city's consolidated fee schedule.
(b) *Exceptions*.
(1) New one- and two-family residences, per unit: ~~$200.00~~as listed on the city's consolidated fee schedule.
(2) Renewable energy installations:
a. For one- and two-family residences, per unit: ~~$300.00~~as listed on the city's consolidated fee schedule.
b. For all other installations:
1. For an estimated job cost of up to $1,000.00: ~~$50.00~~as listed on the city's consolidated fee schedule.
2. For each additional $1,000.00 or fraction thereof: ~~$10.00~~as listed on the city's consolidated fee schedule.
c. Additional fee for inspections requested outside of normally

scheduled hours: ~~$100.00~~as listed on the city's consolidated fee schedule.

(Code 1997, § 26-262)

SECTION 9: **AMENDMENT** "Sec 54-455 Storm Sewer Assessments" of the Sheboygan Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

Sec 54-455 Storm Sewer Assessments

(a) Unless otherwise directed by the council, all special assessments for the construction of storm sewers shall be made by the department of engineering and public works.
(b) Special assessments shall be made through the exercise of municipal police powers as follows:
    (1) All special assessments for the construction of storm sewers shall be made on a linear-foot basis. All lots or fractions of lots abutting on only one street shall be assessed on a full frontage basis at an event rate of $21.00 per linear foot on each side on the street. Such method of special assessment shall not be applicable to mini-storm sewer construction.
    (2) Whenever a parcel of land is platted or an unplatted district abuts two or more streets, consideration shall be made as follows: The first storm sewer, whether it is on a long side or short side of the lot, shall be assessed at $21.00 per foot for the entire side. When the second side of the corner lot receives a sewer, the second side shall be charged only for the sewer in excess of 120 feet. Any length over 120 feet shall be assessed at $16.00 per foot.
    (3) The city shall pay 100 percent of the cost of storm sewer construction in street intersections.
    (4) All special assessments for the construction of storm sewer laterals shall be made on a linear-foot basis. Each benefitted property shall be assessed at the rate of the unit bid price per linear foot of storm sewer lateral.
(c) The provisions of Wis. Stats. § 66.0703, relating to the laying of sanitary sewers and providing for the costs of installing and constructing such and the manner of levying special assessments against the property benefitted thereby, are adopted by and for the city and shall be in full force and effect as ordinances of the city as if fully set forth in this section.
(d) Storm sewer main extensions shall be financed by cost advancements when deemed advisable by the common council. In general, the cost-advancement method shall be used only when application is made for public storm sewer service which would require the extension of mains through sparsely occupied areas to serve such applicant or through areas which, in the judgment of the common council, are unlikely to develop extensively within the next 20 years or areas which are located outside the

territorial limits of the city. Where extensions are authorized on a cost-advancement basis, the procedure shall be as follows:

(1) The applicant shall deposit with the city finance director/treasurer a sum sufficient to pay the total estimated cost of the extension, less unapportionable costs, if any.

(2) Such deposit shall be made before construction is started or contracted. If the actual apportionable cost shall be less than the amount deposited, the excess of the deposit over the cost shall be refunded to the applicant within 30 days after payment for the completed project. If the apportionable cost shall exceed the deposit, the applicant shall pay the deficiency prior to granting sewer service.

(3) Any property connected to such main after its installation, other than the applicant, shall pay to the city a connection charge determined by the common council which shall be equivalent to the amount of front-foot special assessments which would have been levied by the city at the time such extension was made.

(4) All connection charges collected by the city under subsection (d)(3) of this section shall be paid to the applicant or the applicant's assigns or heirs, unless specifically provided otherwise, in writing.

(e) For the purpose of this section, unapportionable costs shall include any additional expenses incurred for the installation of sewer mains or for fire protection service.

(f) No connection shall be made to any sewer lateral installed by the city unless a lateral connection fee shall have been paid therefor. Such lateral connection fee shall be determined from time to time by the common council by resolution on the basis of the average previous and estimated future costs. The lateral connection fee shall be in addition to the tap connection fee, the amount of which shall be determined by the common council by resolution.

(g) Except as provided in subsection (e) of this section, no connection shall be made to the storm sewer mains of the city unless special assessments have been levied on such property or until a main connection fee is paid therefor. Such main connection fee shall be equal to the amount which would have been paid if special assessments had been levied therefor.

(h) The common council may, by resolution, permit the deferred payment of special assessments on unplatted and undeveloped property until the property is connected to the main, but not longer than 20 years following the date of the levy, in accordance with Wis. Stats. § 66.0715(2).

(i) Notwithstanding any other subsection of this section, the due date of any special assessment levied against property located within a general floodplain district (GFP) under the city's floodplain zoning ordinance or within a wetland area under the city's wetland ordinance abutting on or benefited by construction of storm sewer shall be deferred while no use of the storm sewer is made in connection with the property. At such time as the property no longer qualifies for deferral of the special assessment, such expense may be paid in the manner and upon the terms provided in subsection (d) of this section. Any such special assessment shall be a lien against the property from the date of the levy.

(j) Notwithstanding any other subsection of this section, the common council may, by

resolution, permit the deferral of the due date of certain storm sewer assessments for certain new residential subdivision lots for five years and may permit payment thereafter in five equal annual installments, with interest at the rate in place at the commencement of the deferral accruing from the commencement of the deferral until paid in full, in accordance with guidelines established by resolution of the common council. However, any such storm sewer assessments deferred under this subsection shall become due in full immediately upon sale of such lots. Any such storm sewer assessment shall be a lien against the property from the date of the levy.

(Code 1975, § 36-7; Code 1997, § 122-197; Ord. No. 88-95-96, §§ 1, 2, 11-20-1995; Ord. No. 119-96-97, § 2, 2-3-1997; Ord. No. 60-00-01, §§ 56—59, 10-2-2000; Ord. No. 92-07-08, § 2, 3-3-2008; Ord. No. 86-08-09, § 6, 4-20-2009)

AFTER AMENDMENT

Sec 54-455 Storm Sewer Assessments

(a) Unless otherwise directed by the council, all special assessments for the construction of storm sewers shall be made by the department of engineering and public works.

(b) Special assessments shall be made through the exercise of municipal police powers as follows:

(1) All special assessments for the construction of storm sewers shall be made on a linear-foot basis. All lots or fractions of lots abutting on only one street shall be assessed on a full frontage basis at an event rate ~~of $21.00~~ as listed on the city's consolidated fee schedule per linear foot on each side on the street. Such method of special assessment shall not be applicable to mini-storm sewer construction.

(2) Whenever a parcel of land is platted or an unplatted district abuts two or more streets, consideration shall be made as follows: The first storm sewer, whether it is on a long side or short side of the lot, shall be assessed ~~at $21.00~~ as listed on the city's consolidated fee schedule per foot for the entire side. When the second side of the corner lot receives a sewer, the second side shall be charged only for the sewer in excess of 120 feet. Any length over 120 feet shall be assessed ~~at $16.00~~ as listed on the city's consolidated fee schedule per foot.

(3) The city shall pay 100 percent of the cost of storm sewer construction in street intersections.

(4) All special assessments for the construction of storm sewer laterals shall be made on a linear-foot basis. Each benefitted property shall be assessed at the rate of the unit bid price per linear foot of storm sewer lateral.

(c) The provisions of Wis. Stats. § 66.0703, relating to the laying of sanitary sewers and providing for the costs of installing and constructing such and the manner of levying special assessments against the property benefitted thereby, are adopted by and for the city and shall be in full force and effect as ordinances of the city as if fully set forth in this section.

(d) Storm sewer main extensions shall be financed by cost advancements when deemed advisable by the common council. In general, the cost-advancement method shall be

used only when application is made for public storm sewer service which would require the extension of mains through sparsely occupied areas to serve such applicant or through areas which, in the judgment of the common council, are unlikely to develop extensively within the next 20 years or areas which are located outside the territorial limits of the city. Where extensions are authorized on a cost-advancement basis, the procedure shall be as follows:

(1) The applicant shall deposit with the city finance director/treasurer a sum sufficient to pay the total estimated cost of the extension, less unapportionable costs, if any.

(2) Such deposit shall be made before construction is started or contracted. If the actual apportionable cost shall be less than the amount deposited, the excess of the deposit over the cost shall be refunded to the applicant within 30 days after payment for the completed project. If the apportionable cost shall exceed the deposit, the applicant shall pay the deficiency prior to granting sewer service.

(3) Any property connected to such main after its installation, other than the applicant, shall pay to the city a connection charge determined by the common council which shall be equivalent to the amount of front-foot special assessments which would have been levied by the city at the time such extension was made.

(4) All connection charges collected by the city under subsection (d)(3) of this section shall be paid to the applicant or the applicant's assigns or heirs, unless specifically provided otherwise, in writing.

(e) For the purpose of this section, unapportionable costs shall include any additional expenses incurred for the installation of sewer mains or for fire protection service.

(f) No connection shall be made to any sewer lateral installed by the city unless a lateral connection fee shall have been paid therefor. Such lateral connection fee shall be determined from time to time by the common council by resolution on the basis of the average previous and estimated future costs. The lateral connection fee shall be in addition to the tap connection fee, the amount of which shall be determined by the common council by resolution.

(g) Except as provided in subsection (e) of this section, no connection shall be made to the storm sewer mains of the city unless special assessments have been levied on such property or until a main connection fee is paid therefor. Such main connection fee shall be equal to the amount which would have been paid if special assessments had been levied therefor.

(h) The common council may, by resolution, permit the deferred payment of special assessments on unplatted and undeveloped property until the property is connected to the main, but not longer than 20 years following the date of the levy, in accordance with Wis. Stats. § 66.0715(2).

(i) Notwithstanding any other subsection of this section, the due date of any special assessment levied against property located within a general floodplain district (GFP) under the city's floodplain zoning ordinance or within a wetland area under the city's wetland ordinance abutting on or benefited by construction of storm sewer shall be deferred while no use of the storm sewer is made in connection with the property. At such time as the property no longer qualifies for deferral of the special assessment,

such expense may be paid in the manner and upon the terms provided in subsection (d) of this section. Any such special assessment shall be a lien against the property from the date of the levy.

(j) Notwithstanding any other subsection of this section, the common council may, by resolution, permit the deferral of the due date of certain storm sewer assessments for certain new residential subdivision lots for five years and may permit payment thereafter in five equal annual installments, with interest at the rate in place at the commencement of the deferral accruing from the commencement of the deferral until paid in full, in accordance with guidelines established by resolution of the common council. However, any such storm sewer assessments deferred under this subsection shall become due in full immediately upon sale of such lots. Any such storm sewer assessment shall be a lien against the property from the date of the levy.

(Code 1975, § 36-7; Code 1997, § 122-197; Ord. No. 88-95-96, §§ 1, 2, 11-20-1995; Ord. No. 119-96-97, § 2, 2-3-1997; Ord. No. 60-00-01, §§ 56—59, 10-2-2000; Ord. No. 92-07-08, § 2, 3-3-2008; Ord. No. 86-08-09, § 6, 4-20-2009)

SECTION 10: **AMENDMENT** "Sec 12-323 Fees" of the Sheboygan Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

Sec 12-323 Fees

The fees for permits, registrations and inspections required by the provisions of this article shall be as follows:

(a) For an estimated job cost of up to $1,000.00: $75.00.
(b) For each additional $1,000.00 or fraction thereof up to $1,000,000.00 estimated job cost: $20.00.
(c) For each additional $1,000.00 or fraction thereof above $1,000,000.00 estimated job cost: $10.00.
(d) Commercial plan review: $200.00.
(e) New one- and two-family residence flat fee, each unit: $200.00.
(f) Residential HVAC registrations: $40.00.

(Code 1975, § 20-54; Code 1997, § 26-554; Ord. No. 127-97-98, § 9, 4-20-1998; Ord. No. 41-01-02, § 7, 10-15-2001; Ord. No. 57-05-06, § 1, 11-21-2005; Ord. No. 41-09-10, § 1, 1-18-2010)

AFTER AMENDMENT

Sec 12-323 Fees

The fees for permits, registrations and inspections required by the provisions of this article shall be as follows:

(a) For an estimated job cost of up to $1,000.00: ~~$75.00~~as listed on the city's consolidated fee schedule.
(b) For each additional $1,000.00 or fraction thereof up to $1,000,000.00 estimated job cost: ~~$20.00~~as listed on the city's consolidated fee schedule.
(c) For each additional $1,000.00 or fraction thereof above $1,000,000.00 estimated job cost: ~~$10.00~~as listed on the city's consolidated fee schedule.
(d) Commercial plan review: ~~$200.00~~as listed on the city's consolidated fee schedule.
(e) New one- and two-family residence flat fee, each unit: ~~$200.00~~as listed on the city's consolidated fee schedule.
(f) Residential HVAC registrations: ~~$40.00~~as listed on the city's consolidated fee schedule.

(Code 1975, § 20-54; Code 1997, § 26-554; Ord. No. 127-97-98, § 9, 4-20-1998; Ord. No. 41-01-02, § 7, 10-15-2001; Ord. No. 57-05-06, § 1, 11-21-2005; Ord. No. 41-09-10, § 1, 1-18-2010)

SECTION 11: **AMENDMENT** "Sec 54-142 Water Main Extensions" of the Sheboygan Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

Sec 54-142 Water Main Extensions

(a) The board of waterworks commissioners shall make extensions of water mains within the corporate limits when authorized to do so by the council. The cost of such main shall be assessed against the property, as provided in Wis. Stats. § 66.0703 and more specifically as set forth in subsection (c) of this section, through the exercise of the municipal police power.
(b) Any public construction relating to the construction or installation of water mains may be done directly by the water department without submitting such public work for bids.
(c) Special assessments:
    (1) Unless otherwise directed by the common council, all special assessments for the construction of water mains shall be made by the water utility on a linear-foot basis. All lots or fractions of lots abutting on only one street shall be assessed on a full-frontage basis at an even rate of $25.00 per linear foot on each side of the street.
    (2) Whenever a parcel of land is platted or an unplatted district abuts two or more streets, consideration shall be made as follows:
        a. The first water main, whether it is along the long side or short side of

the lot, shall be assessed at $30.00 per foot for the entire side.

b. When the second side of the corner lot receives a water main, the second side shall be charged only for the water main in excess of 120 feet; provided, however, that if the lot is zoned for single, two-family residential or commercial use, the second side shall be charged only for the water main in excess of 220 feet.

c. Any length over 120 feet (220 feet for lots zoned for single, two-family residential or commercial use) shall be assessed at $30.00 per foot.

d. The linear-foot frontage assessed to any parcel shall not be less than the minimum permitted lot width for lots in the particular zoning district; provided, however, that legal nonconforming lots shall be assessed based upon the actual linear-foot frontage of the lot.

(3) The city shall pay 100 percent of the assessable cost of water main construction in street intersections.

(4) All special assessments for the construction of water laterals shall be made on a linear-foot basis. Each benefitted property shall be assessed at the rate of the unit price per linear foot of water lateral.

(d) The provisions of Wis. Stats. § 66.0703, relating to the laying of water mains and providing for the costs of installing and constructing water mains and the manner of levying special assessments against the property benefited thereby, are adopted by and for the city and shall be in full force and effect as ordinances of the city as if fully set forth in this section.

(e) Water main extensions shall be financed by cost advancements when deemed advisable by the common council. In general, the cost advancement method shall be used only when application is made for public water service which would require the extension of mains through sparsely occupied areas to serve such applicant or through areas which, in the judgment of the common council, are unlikely to develop extensively within the next 20 years or areas which are located outside the territorial limits of the city. Where extensions are authorized on a cost-advancement basis, the procedure shall be as follows:

(1) The applicant shall deposit with the city finance director/treasurer a sum sufficient to pay the total estimated cost of the extension, less unapportionable costs, if any. This subsection shall be applicable to real estate development subdivisions pursuant to the state public service commission rate file, schedule X-3, amendment 29, or any future amendments, revisions or modifications of such rate file.

(2) In accordance with subsection (e)(1) of this section, such deposit shall be made before construction is started or contracted. If the actual apportionable cost shall be less than the amount deposited, the excess of the deposit over the cost shall be refunded to the applicant within 30 days after payment for the completed project. If the apportionable cost shall exceed the deposit, the applicant shall pay the deficiency prior to the granting of water service.

(3) Any property connected to such main after its installation, other than the applicant, shall pay to the water utility a connection charge, determined by the

common council, which shall be equivalent to the amount of front-foot special assessments which would have been levied by the city at the time such extension was made.

(4) All connection charges collected by the water utility under subsection (d)(3) of this section shall be paid to the applicant or the applicant's assigns or heirs, unless specifically provided otherwise, in writing.

(5) If water main extensions are financed by cost advancement for other than real estate development subdivisions pursuant to public service commission rate file, schedule X-2-B, amendment 31 or any future amendments, revisions or modifications of such rate file, the applicant therefor may elect to pay for the construction of such water main extension under the method prescribed in subsection (i) of this section with the cost therefor to be collected in accordance with Wis. Stats. § 66.0627 as a special charge. Charges for future connections to such main shall be made pursuant to subsection (d)(3) of this section. All such connection charges collected by the water utility shall be used to offset the outstanding balance under the deferred payment plan and shall be applied to the remaining balance for the ensuing calendar year. However, if such property is sold, the entire balance, including interest, shall immediately become due and payable.

(f) For the purpose of this section, unapportionable costs shall include any additional expenses incurred for the installation of water mains in excess of eight inches in diameter or for fire protection service and zero percent of the cost of mains in street intersection.

(g) Except as provided in subsection (e) of this section, no connection shall be made to the city public water mains unless special assessments have been levied on such property or until a main connection fee is paid therefor. Such main connection fee shall be equal to the amount which would have been paid if special assessments had been levied therefor.

(h) The common council may, by resolution, permit the deferred payment of special assessments on unplatted and undeveloped property until the property is connected to the main, but not longer than 20 years following the date of the levy, in accordance with Wis. Stats. § 66.0715(2).

(i) The final resolution adopted in accordance with Wis. Stats. § 66.0703(8) shall be effective for two years. If construction of any water main extension has not commenced within such two-year period, the resolution shall become null and void and the procedure governing special assessments for public improvements shall be reinitiated.

(j) Notwithstanding any other subsection of this section, the due date of any special assessment levied against property located within a general floodplain district (GFP), under the city's floodplain zoning ordinance, abutting on or benefitted by construction of a water main shall be deferred while no use of the water main is made in connection with the property. At such time as the property no longer qualifies for deferral of the special assessment, such expense may be paid in the manner and upon the terms provided in subsection (e) of this section. Any such special assessment shall be a lien against the property from the date of the levy.

(k) Notwithstanding any other provision of this section, the due date of any special assessment levied against property located within a general floodplain district (GFP) under the city's floodplain zoning ordinance or within a wetland area under the city's wetland ordinance abutting on or benefited by construction of a water main shall be deferred while no use of the water main is made in connection with the property. At such time as the property no longer qualifies for deferral of the special assessment, such expense may be paid in the manner and upon the terms provided in subsection (e) of this section. Any such special assessment shall be a lien against the property from the date of the levy.

(Code 1975, § 40-50; Code 1997, § 122-98; Ord. No. 119-96-97, § 4, 2-3-1997; Ord. No. 76-99-00, § 1, 1-4-2000; Ord. No. 60-00-01, §§ 44—50, 10-2-2000; Ord. No. 86-08-09, § 4, 4-20-2009; Ord. No. 18-09-10, § 1, 10-19-2009; Ord. No. 4-11-12, § 1, 6-20-2011)

AFTER AMENDMENT

Sec 54-142 Water Main Extensions

(a) The board of waterworks commissioners shall make extensions of water mains within the corporate limits when authorized to do so by the council. The cost of such main shall be assessed against the property, as provided in Wis. Stats. § 66.0703 and more specifically as set forth in subsection (c) of this section, through the exercise of the municipal police power.
(b) Any public construction relating to the construction or installation of water mains may be done directly by the water department without submitting such public work for bids.
(c) Special assessments:
    (1) Unless otherwise directed by the common council, all special assessments for the construction of water mains shall be made by the water utility on a linear-foot basis. All lots or fractions of lots abutting on only one street shall be assessed on a full-frontage basis at an even rate ~~of $25.00~~ as listed on the city's consolidated fee schedule per linear foot on each side of the street.
    (2) Whenever a parcel of land is platted or an unplatted district abuts two or more streets, consideration shall be made as follows:
        a. The first water main, whether it is along the long side or short side of the lot, shall be assessed ~~at $30.00~~ as listed on the city's consolidated fee schedule per foot for the entire side.
        b. When the second side of the corner lot receives a water main, the second side shall be charged only for the water main in excess of 120 feet; provided, however, that if the lot is zoned for single, two-family residential or commercial use, the second side shall be charged only for the water main in excess of 220 feet.
        c. Any length over 120 feet (220 feet for lots zoned for single, two-family residential or commercial use) shall be assessed ~~at $30.00~~ as listed on the city's consolidated fee schedule per foot.

d. The linear-foot frontage assessed to any parcel shall not be less than the minimum permitted lot width for lots in the particular zoning district; provided, however, that legal nonconforming lots shall be assessed based upon the actual linear-foot frontage of the lot.

(3) The city shall pay 100 percent of the assessable cost of water main construction in street intersections.

(4) All special assessments for the construction of water laterals shall be made on a linear-foot basis. Each benefitted property shall be assessed at the rate of the unit price per linear foot of water lateral.

(d) The provisions of Wis. Stats. § 66.0703, relating to the laying of water mains and providing for the costs of installing and constructing water mains and the manner of levying special assessments against the property benefited thereby, are adopted by and for the city and shall be in full force and effect as ordinances of the city as if fully set forth in this section.

(e) Water main extensions shall be financed by cost advancements when deemed advisable by the common council. In general, the cost advancement method shall be used only when application is made for public water service which would require the extension of mains through sparsely occupied areas to serve such applicant or through areas which, in the judgment of the common council, are unlikely to develop extensively within the next 20 years or areas which are located outside the territorial limits of the city. Where extensions are authorized on a cost-advancement basis, the procedure shall be as follows:

(1) The applicant shall deposit with the city finance director/treasurer a sum sufficient to pay the total estimated cost of the extension, less unapportionable costs, if any. This subsection shall be applicable to real estate development subdivisions pursuant to the state public service commission rate file, schedule X-3, amendment 29, or any future amendments, revisions or modifications of such rate file.

(2) In accordance with subsection (e)(1) of this section, such deposit shall be made before construction is started or contracted. If the actual apportionable cost shall be less than the amount deposited, the excess of the deposit over the cost shall be refunded to the applicant within 30 days after payment for the completed project. If the apportionable cost shall exceed the deposit, the applicant shall pay the deficiency prior to the granting of water service.

(3) Any property connected to such main after its installation, other than the applicant, shall pay to the water utility a connection charge, determined by the common council, which shall be equivalent to the amount of front-foot special assessments which would have been levied by the city at the time such extension was made.

(4) All connection charges collected by the water utility under subsection (d)(3) of this section shall be paid to the applicant or the applicant's assigns or heirs, unless specifically provided otherwise, in writing.

(5) If water main extensions are financed by cost advancement for other than real estate development subdivisions pursuant to public service commission rate file, schedule X-2-B, amendment 31 or any future amendments, revisions or

modifications of such rate file, the applicant therefor may elect to pay for the construction of such water main extension under the method prescribed in subsection (i) of this section with the cost therefor to be collected in accordance with Wis. Stats. § 66.0627 as a special charge. Charges for future connections to such main shall be made pursuant to subsection (d)(3) of this section. All such connection charges collected by the water utility shall be used to offset the outstanding balance under the deferred payment plan and shall be applied to the remaining balance for the ensuing calendar year. However, if such property is sold, the entire balance, including interest, shall immediately become due and payable.

(f) For the purpose of this section, unapportionable costs shall include any additional expenses incurred for the installation of water mains in excess of eight inches in diameter or for fire protection service and zero percent of the cost of mains in street intersection.

(g) Except as provided in subsection (e) of this section, no connection shall be made to the city public water mains unless special assessments have been levied on such property or until a main connection fee is paid therefor. Such main connection fee shall be equal to the amount which would have been paid if special assessments had been levied therefor.

(h) The common council may, by resolution, permit the deferred payment of special assessments on unplatted and undeveloped property until the property is connected to the main, but not longer than 20 years following the date of the levy, in accordance with Wis. Stats. § 66.0715(2).

(i) The final resolution adopted in accordance with Wis. Stats. § 66.0703(8) shall be effective for two years. If construction of any water main extension has not commenced within such two-year period, the resolution shall become null and void and the procedure governing special assessments for public improvements shall be reinitiated.

(j) Notwithstanding any other subsection of this section, the due date of any special assessment levied against property located within a general floodplain district (GFP), under the city's floodplain zoning ordinance, abutting on or benefitted by construction of a water main shall be deferred while no use of the water main is made in connection with the property. At such time as the property no longer qualifies for deferral of the special assessment, such expense may be paid in the manner and upon the terms provided in subsection (e) of this section. Any such special assessment shall be a lien against the property from the date of the levy.

(k) Notwithstanding any other provision of this section, the due date of any special assessment levied against property located within a general floodplain district (GFP) under the city's floodplain zoning ordinance or within a wetland area under the city's wetland ordinance abutting on or benefited by construction of a water main shall be deferred while no use of the water main is made in connection with the property. At such time as the property no longer qualifies for deferral of the special assessment, such expense may be paid in the manner and upon the terms provided in subsection (e) of this section. Any such special assessment shall be a lien against the property from the date of the levy.

(Code 1975, § 40-50; Code 1997, § 122-98; Ord. No. 119-96-97, § 4, 2-3-1997; Ord. No. 76-99-00, § 1, 1-4-2000; Ord. No. 60-00-01, §§ 44—50, 10-2-2000; Ord. No. 86-08-09, § 4, 4-20-2009; Ord. No. 18-09-10, § 1, 10-19-2009; Ord. No. 4-11-12, § 1, 6-20-2011)

SECTION 12: **AMENDMENT** "Sec 54-104 Location Of Facilities" of the Sheboygan Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

Sec 54-104 Location Of Facilities

(a) *Underground*. Unless in conflict with state or federal law, except when existing aboveground facilities are used, the installation of new facilities and replacement of old facilities shall be done underground or contained within buildings or other structures in conformity with applicable codes.
(b) *Limitation of space*. The department may prohibit or limit the placement of new or additional facilities within the right-of-way if there is insufficient space to accommodate all of the requests of persons to occupy and use the right-of-way. In making such determination, the department shall strive to the extent possible to accommodate all existing and potential users of the right-of-way but may prohibit or limit the placement of new or additional facilities when required to protect public health, safety or welfare.
(c) *Attachment to bridges*. Whenever an applicant or permittee under this section requests permission to attach pipes, conduits, cables or wires to any city bridge structure, the applicant shall pay a fee of $1,000.00 upon the granting of such permission to defray administrative expense in the analysis and inspection of such installation. The owner of such pipes, conduits, cables or wires shall be entitled to no compensation for removal or relocation of the same in the case of repair, removal, or replacement of the bridge structure by the city.

(Code 1997, § 122-3(c)(15))

AFTER AMENDMENT

Sec 54-104 Location Of Facilities

(a) *Underground*. Unless in conflict with state or federal law, except when existing aboveground facilities are used, the installation of new facilities and replacement of old facilities shall be done underground or contained within buildings or other structures in conformity with applicable codes.
(b) *Limitation of space*. The department may prohibit or limit the placement of new or additional facilities within the right-of-way if there is insufficient space to accommodate all of the requests of persons to occupy and use the right-of-way. In making such determination, the department shall strive to the extent possible to

accommodate all existing and potential users of the right-of-way but may prohibit or limit the placement of new or additional facilities when required to protect public health, safety or welfare.

(c) *Attachment to bridges*. Whenever an applicant or permittee under this section requests permission to attach pipes, conduits, cables or wires to any city bridge structure, the applicant shall pay a fee ~~of $1,000.00~~ as listed on the city's consolidated fee schedule upon the granting of such permission to defray administrative expense in the analysis and inspection of such installation. The owner of such pipes, conduits, cables or wires shall be entitled to no compensation for removal or relocation of the same in the case of repair, removal, or replacement of the bridge structure by the city.

(Code 1997, § 122-3(c)(15))

SECTION 13: **AMENDMENT** "Sec 54-93 Registration Fee" of the Sheboygan Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

Sec 54-93 Registration Fee

The department shall charge an annual registration fee in an amount of $50.00 to recover the costs incurred by the city for processing and updating registration information.

(Code 1997, § 122-3(c)(4))

AFTER AMENDMENT

Sec 54-93 Registration Fee

The department shall charge an annual registration fee in an amount ~~of $50.00~~ as listed on the city's consolidated fee schedule to recover the costs incurred by the city for processing and updating registration information.

(Code 1997, § 122-3(c)(4))

SECTION 14: **AMENDMENT** "Sec 46-44 Curbside Or Alley Collection Container Specifications" of the Sheboygan Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

Sec 46-44 Curbside Or Alley Collection Container Specifications

(a) The department of public works will provide one container for collectable refuse and one container for collectable recyclables to the owner of each residential unit producing refuse and recycling that is residential in origin.
(b) The department of public works will only accept collectable refuse and collectable recyclables that are contained within a department of public works-issued container with the lid fully closed. If the lid is not closed, the container is not suitable for collection, and will be collected in accordance with section 46-2(a). Collectable recyclables shall not be separately bagged within the department of public works-issued container.
(c) In the event that the zoning or usage of a residential unit changes so that refuse and recyclables are no longer residential in origin, the residential unit shall, within 14 days, contact the department of public works to arrange for the containers for collectable refuse and collectable recycling to be picked up.
(d) In the event that a container for collectable refuse or collectable recyclables is damaged, lost, stolen, or destroyed, the residential unit shall, within seven days, contact the department of public works to arrange for a replacement cart. The department of public works may impose a container replacement charge of up to $62.00 to recover its costs. The amount charged by the department of public works shall not exceed the reasonable costs incurred by the department of public works.
(e) The containers for collectable refuse and collectable recyclables in subsection (a) of this section stay with the residential unit. In the event that a resident moves, the containers should stay at the residential unit. In the event that the resident moves and does not leave all containers at the residential unit, the department of public works shall impose a container replacement charge of $62.00 to cover the costs of replacing the container.

(Code 1997, § 102-44)

AFTER AMENDMENT

Sec 46-44 Curbside Or Alley Collection Container Specifications

(a) The department of public works will provide one container for collectable refuse and one container for collectable recyclables to the owner of each residential unit producing refuse and recycling that is residential in origin.
(b) The department of public works will only accept collectable refuse and collectable recyclables that are contained within a department of public works-issued container with the lid fully closed. If the lid is not closed, the container is not suitable for collection, and will be collected in accordance with section 46-2(a). Collectable recyclables shall not be separately bagged within the department of public works-issued container.
(c) In the event that the zoning or usage of a residential unit changes so that refuse and recyclables are no longer residential in origin, the residential unit shall, within 14 days, contact the department of public works to arrange for the containers for collectable refuse and collectable recycling to be picked up.
(d) In the event that a container for collectable refuse or collectable recyclables is

damaged, lost, stolen, or destroyed, the residential unit shall, within seven days, contact the department of public works to arrange for a replacement cart. The department of public works may impose a container replacement charge ~~of up to $62.00~~ as listed on the city's consolidated fee schedule to recover its costs. The amount charged by the department of public works shall not exceed the reasonable costs incurred by the department of public works.

(e) The containers for collectable refuse and collectable recyclables in subsection (a) of this section stay with the residential unit. In the event that a resident moves, the containers should stay at the residential unit. In the event that the resident moves and does not leave all containers at the residential unit, the department of public works shall impose a container replacement charge ~~of $62.00~~ as listed on the city's consolidated fee schedule to cover the costs of replacing the container.

(Code 1997, § 102-44)

SECTION 15: **AMENDMENT** "Sec 52-439 Transfer; Fee" of the Sheboygan Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

Sec 52-439 Transfer; Fee

Every person who transfers the title of any bicycle shall endorse upon the bottom of the registration card the name and address of the transferee, the date of the transfer and the name of the transferor. The transferee, upon re-registration, shall pay a transfer fee of $2.00.

(Code 1997, § 118-475; Ord. No. 127-95-96, § 1(38-123), 4-15-1996)

AFTER AMENDMENT

Sec 52-439 Transfer; Fee

Every person who transfers the title of any bicycle shall endorse upon the bottom of the registration card the name and address of the transferee, the date of the transfer and the name of the transferor. The transferee, upon re-registration, shall pay a transfer fee ~~of $2.00~~ as listed on the city's consolidated fee schedule.

(Code 1997, § 118-475; Ord. No. 127-95-96, § 1(38-123), 4-15-1996)

SECTION 16: **AMENDMENT** "Sec 52-438 Display Of Sticker; Fee For Replacement" of the Sheboygan Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

Sec 52-438 Display Of Sticker; Fee For Replacement

No bicycle shall be considered registered until a registration sticker, which shall remain legible at all times, shall be affixed to the bicycle, which shall remain so affixed until re-registration or until removed by the police department for cause. No person shall unlawfully remove, deface or destroy any such identification sticker. If a replacement sticker must be issued, the fee therefor shall be $2.00.

(Code 1997, § 118-474; Ord. No. 127-95-96, § 1(38-122), 4-15-1996)

AFTER AMENDMENT

Sec 52-438 Display Of Sticker; Fee For Replacement

No bicycle shall be considered registered until a registration sticker, which shall remain legible at all times, shall be affixed to the bicycle, which shall remain so affixed until re-registration or until removed by the police department for cause. No person shall unlawfully remove, deface or destroy any such identification sticker. If a replacement sticker must be issued, the fee therefor shall be ~~$2.00~~ as listed on the city's consolidated fee schedule.

(Code 1997, § 118-474; Ord. No. 127-95-96, § 1(38-122), 4-15-1996)

SECTION 17: **AMENDMENT** "Sec 52-437 Sticker Fee And Term; Records" of the Sheboygan Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

Sec 52-437 Sticker Fee And Term; Records

Upon payment of a registration fee of $6.00 by the applicant, the police department shall issue a registration sticker for the bicycle which shall permit the bicycle to be operated upon the streets of the city. No further application or fee shall be required for use of such bicycle; subject, however, to the provisions of sections 52-438 and 52-439.

(Code 1997, § 118-473; Ord. No. 127-95-96, § 1(38-121(a)), 4-15-1996)

AFTER AMENDMENT

Sec 52-437 Sticker Fee And Term; Records

Upon payment of a registration fee ~~of $6.00~~ as listed on the city's consolidated fee schedule by the applicant, the police department shall issue a registration sticker for the bicycle which shall permit the bicycle to be operated upon the streets of the city. No further application or fee shall

be required for use of such bicycle; subject, however, to the provisions of sections 52-438 and 52-439.

(Code 1997, § 118-473; Ord. No. 127-95-96, § 1(38-121(a)), 4-15-1996)

SECTION 18: **AMENDMENT** "Sec 12-329 Reinspection Or No Show Fees" of the Sheboygan Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

Sec 12-329 Reinspection Or No Show Fees

(a) Notwithstanding the fees elsewhere in this article, the fees for re-inspections and for inspections where the owner or contractor or other appropriate designee fails to appear for the inspection shall be as follows:
    (1) Reinspection fee: $75.00.
    (2) No show fee: $75.00.
(b) There shall be a maximum of one fee per inspection.

AFTER AMENDMENT

Sec 12-329 Reinspection Or No Show Fees

(a) Notwithstanding the fees elsewhere in this article, the fees for re-inspections and for inspections where the owner or contractor or other appropriate designee fails to appear for the inspection shall be as follows:
    (1) Reinspection fee: ~~$75.00~~as listed on the city's consolidated fee schedule.
    (2) No show fee: ~~$75.00~~as listed on the city's consolidated fee schedule.
(b) There shall be a maximum of one fee per inspection.

SECTION 19: **AMENDMENT** "Sec 30-1 Special Service Charges" of the Sheboygan Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

Sec 30-1 Special Service Charges

The police department may, upon request, provide fingerprint service to those individuals, institutions and businesses requesting special service in accordance with the following fee schedule:

(a) Fingerprint cards submitted to and processed by the Federal Bureau of Investigation:

$23.00.
(b) Other fingerprint cards: $20.00.

(Code 1975, § 32-5; Code 1997, § 54-2)

AFTER AMENDMENT

Sec 30-1 Special Service Charges

The police department may, upon request, provide fingerprint service to those individuals, institutions and businesses requesting special service in accordance with the following fee schedule:

(a) Fingerprint cards submitted to and processed by the Federal Bureau of Investigation: ~~$23.00~~ as listed on the city's consolidated fee schedule.
(b) Other fingerprint cards: ~~$20.00~~ as listed on the city's consolidated fee schedule.

(Code 1975, § 32-5; Code 1997, § 54-2)

SECTION 20: **AMENDMENT** "Sec 20-154 False Alarms; Additional Fees" of the Sheboygan Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

Sec 20-154 False Alarms; Additional Fees

(a) *Holdup alarms*. The owner, lessee or agent of any holdup alarm device shall be assessed a fee for each false alarm transmitted by such device according to the following scale:
    (1) First: $50.00.
    (2) Second: $75.00.
    (3) Third: $100.00.
    (4) Fourth: $125.00.
    (5) Fifth: $150.00.

    Beginning with the sixth false holdup alarm, the fee for each false transmission shall increase by $50.00 per alarm. Such cost progression shall terminate at the end of each calendar year and then repeat itself. Such fee shall be billed by and paid to the city finance director/treasurer for deposit in the general fund.
(b) *Burglar or intrusion alarms*. After the police department has recorded four false alarms within the calendar year from any one burglar alarm permit holder, it shall notify the permit holder in writing by first class mail of such fact and require the permit holder to submit a report to the police chief within 15 days after receipt of such notice,

stating reasons for such false alarms and what efforts are being made to correct and eliminate the problem. If the permit holder fails to submit such a report within 15 days, the common council shall revoke the user's permit. After the police department has recorded four false alarms in any calendar year, unless the owner by the owner's alarm service can furnish validated, documented proof to the chief of police that corrective measures have been or are being made to rectify a problem that was prevalent due to a recurring equipment malfunction, the owner, lessee or agent of any burglar or intrusion alarm system shall be assessed a fee for each false alarm after four, according to the following scale:

(1) Fifth: $50.00.
(2) Sixth: $70.00.
(3) Seventh: $100.00.

The fee shall be increased by $25.00 for each additional false alarm. However, such repairs shall be completed with the utmost expedience, or the penalty provisions contained herein shall be enforced. Such fee shall be billed by and paid to the city finance director/treasurer for deposit in the general fund.

(c) *Assessment of additional fees*. The additional fees provided for in this section shall be assessed by the city police department upon giving written notice of such fees to the alarm user at the user's last-known address.

(d) *Maximum number of false alarms permitted per year*. Any alarm user for which a permit has been issued shall be allowed a maximum of 12 false alarms in any calendar year. Any alarms in excess of this number may constitute grounds for revocation of such permit by the council.

(Code 1975, § 13.5-11; Code 1997, § 30-37; Ord. No. 29-03-04, § 1, 10-6-2003)

AFTER AMENDMENT

Sec 20-154 False Alarms; Additional Fees

(a) *Holdup alarms*. The owner, lessee or agent of any holdup alarm device shall be assessed a fee for each false alarm transmitted by such device according to the following scale:

(1) First: ~~$50.00~~ as listed on the city's consolidated fee schedule.
(2) Second: ~~$75.00~~ as listed on the city's consolidated fee schedule.
(3) Third: ~~$100.00~~ as listed on the city's consolidated fee schedule.
(4) Fourth: ~~$125.00~~ as listed on the city's consolidated fee schedule.
(5) Fifth: ~~$150.00~~ as listed on the city's consolidated fee schedule.

Beginning with the sixth false holdup alarm, the fee for each false transmission shall increase ~~by $50.00~~ as listed on the city's consolidated fee schedule per alarm. Such cost progression shall terminate at the end of each calendar year and then repeat itself. Such fee shall be billed by and paid to the city finance director/treasurer for deposit in the general fund.

(b) *Burglar or intrusion alarms*. After the police department has recorded four false alarms within the calendar year from any one burglar alarm permit holder, it shall notify the permit holder in writing by first class mail of such fact and require the permit

holder to submit a report to the police chief within 15 days after receipt of such notice, stating reasons for such false alarms and what efforts are being made to correct and eliminate the problem. If the permit holder fails to submit such a report within 15 days, the common council shall revoke the user's permit. After the police department has recorded four false alarms in any calendar year, unless the owner by the owner's alarm service can furnish validated, documented proof to the chief of police that corrective measures have been or are being made to rectify a problem that was prevalent due to a recurring equipment malfunction, the owner, lessee or agent of any burglar or intrusion alarm system shall be assessed a fee for each false alarm after four, according to the following scale:

(1) Fifth: ~~$50.00~~ as listed on the city's consolidated fee schedule.
(2) Sixth: ~~$70.00~~ as listed on the city's consolidated fee schedule.
(3) Seventh: ~~$100.00~~ as listed on the city's consolidated fee schedule.

The fee shall be increased ~~by $25.00~~ as listed on the city's consolidated fee schedule for each additional false alarm. However, such repairs shall be completed with the utmost expedience, or the penalty provisions contained herein shall be enforced. Such fee shall be billed by and paid to the city finance director/treasurer for deposit in the general fund.

(c) *Assessment of additional fees*. The additional fees provided for in this section shall be assessed by the city police department upon giving written notice of such fees to the alarm user at the user's last-known address.

(d) *Maximum number of false alarms permitted per year*. Any alarm user for which a permit has been issued shall be allowed a maximum of 12 false alarms in any calendar year. Any alarms in excess of this number may constitute grounds for revocation of such permit by the council.

(Code 1975, § 13.5-11; Code 1997, § 30-37; Ord. No. 29-03-04, § 1, 10-6-2003)

SECTION 21: **AMENDMENT** "Sec 8-18 Animal Fancier Permit" of the Sheboygan Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

Sec 8-18 Animal Fancier Permit

(a) In this section, the term "domestic animal" includes all animals encompassed under the definitions provided in Wis. Stat. §§ 95.001(ad) and 169.01(7).

(b) No person may keep, harbor, shelter or possess more than three domestic animals including fowl over the age of five months unless the person holds a valid animal fancier permit. There shall be no more than one animal fancier permit issued per dwelling unit.

(c) The keeping of more than three domestic animals including fowl over the age of five months without an animal fanciers permit is declared to be a nuisance as defined in

section 36-1.

(d) This permit shall be included at no cost with pet licenses issued pursuant to sections 8-9(c) and 8-42. If a person has no pet license because the person owns only animals not requiring licenses, an animal fancier permit shall be issued upon the payment of $3.00 on an annual basis. The permit year commences on January 1 and ends on the following December 31. The collecting official shall assess and collect a late fee of $5.00 from every animal fancier applicant if the applicant fails to obtain a permit prior to April 1 of each year, or within 30 days of falling under the requirements of this section. All late fees received or collected shall be paid into the city treasury as city revenue.

(e) Whenever a humane officer, the director of planning and development or their designee requests an inspection of the interior and exterior premises of a person holding an animal fancier permit or of an applicant for an animal fancier permit, the animal fancier or applicant shall schedule such an inspection and allow the inspection to be completed no later than ten days after the date of the request. A request for a department inspection under this subsection may be made by any of the following means:

(1) A written request left at the residence or place of occupation of the applicant or permit holder.

(2) A written request delivered to a competent adult occupant of the applicant's or permit holder's residence.

(3) A written request addressed to the applicant or permit holder at the applicant's residence and mailed by first class, prepaid mail.

(f) Upon the denial of consent to inspect, a humane officer, the director of planning and development, or their designee may apply for an administrative warrant to inspect the premises. A person who fails to comply with an inspection request as required by this subsection may have their permit revoked and may be ineligible for an animal fanciers permit for a period of one year.

(g) No person who has a criminal conviction for a violation under Wis. Stat. ch. 951 or who has multiple non-criminal convictions for violations under Wis. Stat. ch. 951 or this chapter shall be issued an animal fancier's permit unless the common council or the committee thereof designated for such purposes, upon the request of the person wishing to hold the permit, determines that the issuance of such a permit is in the best interest of the community, that the person wishing to hold the permit is unlikely to re-offend, and that the animals will be properly taken care of. Conditions may be attached to the issuance of a permit in such a situation at the complete discretion of the common council or committee.

(h) A person holding an animal fancier permit who does not conform to the following requirements shall have their permit revoked and shall be ineligible for an animal fanciers permit for a period of one year. A person who is found not to conform to the requirements below on two or more occasions within a period of five years shall be permanently ineligible for an animal fanciers permit.

(1) All animals shall be maintained in a healthy condition or, if ill, shall be given appropriate treatment immediately.

(2) The quarters in which the animals are kept shall be maintained in a clean

condition and in a good state of repair.

(3) Animal pens or enclosures shall be large enough to provide freedom of movement to the animals contained therein and shall be constructed of nonporous and noncorrosive materials.

(4) Dogs shall be kept in separate enclosures from cats. Dogs and cats over the age of five months shall be housed in separate enclosures with no more than three dogs or three cats contained within the same enclosure.

(5) Food supplies shall be stored in rodent-proof containers and food and water containers shall be kept clean.

(6) Litter or bedding material shall be changed as often as necessary to prevent an odor nuisance.

(7) Feces shall be removed from yards, pens and enclosures at least daily and stored in tightly covered, secure containers until final disposal.

(8) Yards, pens, premises and animals shall be kept free of pest infestations.

(9) No odor nuisance shall be permitted. Any animal holding area containing animals shall be provided with fresh air by means of windows, doors, vents, exhaust fans or air conditioning so as to minimize drafts, odors and moisture condensation.

(10) All animals shall have protection from the elements, whether indoors or outdoors.

(i) The requirement to hold an animal fancier's permit applies to persons operating a commercial animal boarding facility pursuant to section 105-718(j) and persons operating pet shops, as they are defined in article I of this chapter.

(Code 1997, § 18-57; Ord. No. 10-03-04, § 1, 7-7-2003; Ord. No. 16-03-04, § 1, 7-21-2003)

AFTER AMENDMENT

Sec 8-18 Animal Fancier Permit

(a) In this section, the term "domestic animal" includes all animals encompassed under the definitions provided in Wis. Stat. §§ 95.001(ad) and 169.01(7).

(b) No person may keep, harbor, shelter or possess more than three domestic animals including fowl over the age of five months unless the person holds a valid animal fancier permit. There shall be no more than one animal fancier permit issued per dwelling unit.

(c) The keeping of more than three domestic animals including fowl over the age of five months without an animal fanciers permit is declared to be a nuisance as defined in section 36-1.

(d) This permit shall be included at no cost with pet licenses issued pursuant to sections 8-9(c) and 8-42. If a person has no pet license because the person owns only animals not requiring licenses, an animal fancier permit shall be issued upon the payment ~~of $3.00~~ as listed on the city's consolidated fee schedule on an annual basis. The permit year commences on January 1 and ends on the following December 31. The collecting official shall assess and collect a late fee ~~of $5.00~~ as listed on the city's consolidated

fee schedule from every animal fancier applicant if the applicant fails to obtain a permit prior to April 1 of each year, or within 30 days of falling under the requirements of this section. All late fees received or collected shall be paid into the city treasury as city revenue.

(e) Whenever a humane officer, the director of planning and development or their designee requests an inspection of the interior and exterior premises of a person holding an animal fancier permit or of an applicant for an animal fancier permit, the animal fancier or applicant shall schedule such an inspection and allow the inspection to be completed no later than ten days after the date of the request. A request for a department inspection under this subsection may be made by any of the following means:

(1) A written request left at the residence or place of occupation of the applicant or permit holder.

(2) A written request delivered to a competent adult occupant of the applicant's or permit holder's residence.

(3) A written request addressed to the applicant or permit holder at the applicant's residence and mailed by first class, prepaid mail.

(f) Upon the denial of consent to inspect, a humane officer, the director of planning and development, or their designee may apply for an administrative warrant to inspect the premises. A person who fails to comply with an inspection request as required by this subsection may have their permit revoked and may be ineligible for an animal fanciers permit for a period of one year.

(g) No person who has a criminal conviction for a violation under Wis. Stat. ch. 951 or who has multiple non-criminal convictions for violations under Wis. Stat. ch. 951 or this chapter shall be issued an animal fancier's permit unless the common council or the committee thereof designated for such purposes, upon the request of the person wishing to hold the permit, determines that the issuance of such a permit is in the best interest of the community, that the person wishing to hold the permit is unlikely to re-offend, and that the animals will be properly taken care of. Conditions may be attached to the issuance of a permit in such a situation at the complete discretion of the common council or committee.

(h) A person holding an animal fancier permit who does not conform to the following requirements shall have their permit revoked and shall be ineligible for an animal fanciers permit for a period of one year. A person who is found not to conform to the requirements below on two or more occasions within a period of five years shall be permanently ineligible for an animal fanciers permit.

(1) All animals shall be maintained in a healthy condition or, if ill, shall be given appropriate treatment immediately.

(2) The quarters in which the animals are kept shall be maintained in a clean condition and in a good state of repair.

(3) Animal pens or enclosures shall be large enough to provide freedom of movement to the animals contained therein and shall be constructed of nonporous and noncorrosive materials.

(4) Dogs shall be kept in separate enclosures from cats. Dogs and cats over the age of five months shall be housed in separate enclosures with no more than

three dogs or three cats contained within the same enclosure.

(5) Food supplies shall be stored in rodent-proof containers and food and water containers shall be kept clean.

(6) Litter or bedding material shall be changed as often as necessary to prevent an odor nuisance.

(7) Feces shall be removed from yards, pens and enclosures at least daily and stored in tightly covered, secure containers until final disposal.

(8) Yards, pens, premises and animals shall be kept free of pest infestations.

(9) No odor nuisance shall be permitted. Any animal holding area containing animals shall be provided with fresh air by means of windows, doors, vents, exhaust fans or air conditioning so as to minimize drafts, odors and moisture condensation.

(10) All animals shall have protection from the elements, whether indoors or outdoors.

(i) The requirement to hold an animal fancier's permit applies to persons operating a commercial animal boarding facility pursuant to section 105-718(j) and persons operating pet shops, as they are defined in article I of this chapter.

(Code 1997, § 18-57; Ord. No. 10-03-04, § 1, 7-7-2003; Ord. No. 16-03-04, § 1, 7-21-2003)

SECTION 22: **AMENDMENT** "Sec 12-557 Fee" of the Sheboygan Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

Sec 12-557 Fee

Before any permit shall be issued under the provisions of this division, the applicant shall pay a fee of $30.00, plus an additional $10.00 per rooming unit, with a maximum amount of $250.00. A late penalty fee of $50.00 shall be charged in addition to the regular $30.00 fee for applications filed after January 1 of the current permit year. This section shall also apply to new roominghouses that have been in operation without a current permit.

(Code 1997, § 26-834; Ord. No. 17-09-10, § 2, 9-21-2009)

AFTER AMENDMENT

Sec 12-557 Fee

Before any permit shall be issued under the provisions of this division, the applicant shall pay a fee of ~~$30.00~~as listed on the city's consolidated fee schedule, plus an additional ~~$10.00~~fee as listed on the city's consolidated fee schedule per rooming unit, with a maximum amount of $250.00. A late penalty fee ~~of $50.00~~ as listed on the city's consolidated fee schedule shall be charged in addition to the regular $30.00 fee for applications filed after January 1 of the current

permit year. This section shall also apply to new roominghouses that have been in operation without a current permit.

(Code 1997, § 26-834; Ord. No. 17-09-10, § 2, 9-21-2009)

SECTION 23: **AMENDMENT** "Sec 8-42 License Required; Fees; Proration; Delinquent Charge" of the Sheboygan Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

Sec 8-42 License Required; Fees; Proration; Delinquent Charge

(a) *Dogs*. The owner of a dog that is kept in the city, which dog is more than five months of age on January 1 of any year, or five months of age within the license year, shall annually, or on or before the date the dog becomes five months of age, pay the dog license tax and obtain a license. The minimum dog license tax is $5.25 for a neutered male or spayed female dog, upon presentation of evidence that the dog is neutered or spayed, and $12.25 for an unneutered male dog or unspayed female dog, or one-half of these amounts if the dog became five months of age after July 1 of the license year. The license year commences on January 1 and ends on the following December 31. The collecting official shall assess and collect a late fee of $5.00, from every owner of a dog five months of age or over if the owner failed to obtain a license prior to April 1 of each year, or within 30 days of acquiring ownership of a licensable dog or if the owner failed to obtain a license on or before the dog reached licensable age. All late fees received or collected shall be paid into the city treasury as city revenue.

(b) *Cats*. The owner of a cat that is kept in the city, which cat is more than 13 months of age on January 1 of any year, or 13 months of age within the license year, shall annually, or on or before the date the cat becomes 13 months of age, pay the cat license tax and obtain a license. The minimum cat license tax is $5.25 for a neutered male cat or spayed female cat, upon of evidence that the cat is neutered or spayed, and $12.25 for an unneutered male cat or unspayed female cat, or one-half of these amounts if the cat became 13 months of age after July 1 of the license year. The license year commences on January 1 and ends on the following December 31. The collecting official shall assess and collect a late fee of $5.00 from every owner of a cat 13 months of age or over if the owner failed to obtain a license prior to April 1 of each year, or within 30 days of acquiring ownership of a licensable cat or if the owner failed to obtain a license on or before the cat reached licensable age. All late fees received or collected shall be paid into the city treasury as city revenue.

(Code 1975, § 7-30(1), (2); Code 1997, § 18-51; Ord. No. 44-04-05, § 1, 11-15-2004)

AFTER AMENDMENT

Sec 8-42 License Required; Fees; Proration; Delinquent Charge

(a) *Dogs*. The owner of a dog that is kept in the city, which dog is more than five months of age on January 1 of any year, or five months of age within the license year, shall annually, or on or before the date the dog becomes five months of age, pay the dog license tax and obtain a license. The minimum dog license tax is ~~$5.25~~ as listed on the city's consolidated fee schedule for a neutered male or spayed female dog, upon presentation of evidence that the dog is neutered or spayed, and ~~$12.25~~ as listed on the city's consolidated fee schedule for an unneutered male dog or unspayed female dog, or one-half of these amounts if the dog became five months of age after July 1 of the license year. The license year commences on January 1 and ends on the following December 31. The collecting official shall assess and collect a late fee ~~of $5.00~~ as listed on the city's consolidated fee schedule, from every owner of a dog five months of age or over if the owner failed to obtain a license prior to April 1 of each year, or within 30 days of acquiring ownership of a licensable dog or if the owner failed to obtain a license on or before the dog reached licensable age. All late fees received or collected shall be paid into the city treasury as city revenue.

(b) *Cats*. The owner of a cat that is kept in the city, which cat is more than 13 months of age on January 1 of any year, or 13 months of age within the license year, shall annually, or on or before the date the cat becomes 13 months of age, pay the cat license tax and obtain a license. The minimum cat license tax is ~~$5.25~~as listed on the city's consolidated fee schedule for a neutered male cat or spayed female cat, upon of evidence that the cat is neutered or spayed, and ~~$12.25~~ as listed on the city's consolidated fee schedule for an unneutered male cat or unspayed female cat, or one-half of these amounts if the cat became 13 months of age after July 1 of the license year. The license year commences on January 1 and ends on the following December 31. The collecting official shall assess and collect a late fee ~~of $5.00~~ as listed on the city's consolidated fee schedule from every owner of a cat 13 months of age or over if the owner failed to obtain a license prior to April 1 of each year, or within 30 days of acquiring ownership of a licensable cat or if the owner failed to obtain a license on or before the cat reached licensable age. All late fees received or collected shall be paid into the city treasury as city revenue.

(Code 1975, § 7-30(1), (2); Code 1997, § 18-51; Ord. No. 44-04-05, § 1, 11-15-2004)

SECTION 24: **AMENDMENT** "Sec 8-81 Requirements For Keeping Dangerous Dog" of the Sheboygan Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

Sec 8-81 Requirements For Keeping Dangerous Dog

(a) *Compliance required; custodian defined*. No person may own, be the custodian of, harbor, keep, maintain, or permit to remain about the person's premises any dangerous dog, except in strict compliance with the regulations below. The custodian of a dog

includes any person permanently or temporarily entrusted with the custody or care of the dog or any person who in any way exercises any care for or control of the dog, including providing shelter or food.

(b) *Confinement and supervision generally*. All dangerous dogs shall at all times be confined in an enclosure that meets the requirements of this division. The only exceptions to this requirement are when it is necessary for the owner or keeper to obtain veterinary care for the dog, when it is necessary to transport the animal in a vehicle, when in compliance with the leash and muzzle requirements of this division or when its owner has secured express written approval from the police chief. Such exceptions shall only apply if the dangerous dog is under the direct control and supervision of the owner or custodian of the dog who is at least 18 years of age and competent and capable to control and manage the dog.

(c) *Confinement in vehicles prohibited*. In no circumstances shall a dangerous dog be transported in the open bed of a truck or in a vehicle from which it can escape. Housing a dangerous dog in a vehicle for the purposes other than transport shall be a violation of these provisions requiring adequate confinement.

(d) *Warning signs required*. The owner or custodian of a dangerous dog shall display in a prominent place on the owner or custodian's premises a warning sign in letters no less than two inches high, stating that there is a dangerous dog on the premises and a symbol to warn children of the presence of a dangerous animal. The sign shall be clearly visible and capable of being read from any public property, street or highway adjacent to the premises. A similar sign shall also be posted on any outdoor pen or kennel or enclosure and on the fence of a yard where the dangerous dog is kept.

(e) *Identification device required*. The owner or custodian of a dangerous dog shall provide for the implantation of a device which can later be detected to aid in the proper identification of the animal.

(f) *Registration with police department required*. The owner or custodian of a dangerous dog shall initially register the dog with the police department no more than ten days after the dog become subject to the terms of this section. Additionally, the owner or custodian of a dangerous dog shall, prior to April 1, annually register the dog with the police department. At the time of registering the dangerous dog, the owner or custodian shall provide the following:

(1) A current color photograph of the animal;
(2) Proof of current license and rabies certificate as required by this chapter;
(3) Proof of liability insurance as provided in subsection (g) of this section;
(4) Written proof from a licensed veterinarian that the animal has been spayed or neutered; and
(5) Payment of a $75.00 registration fee.

(g) *Liability insurance required*. The owner or custodian of a dangerous dog shall purchase and maintain liability insurance in the amount of $300,000.00 insuring the owner for any personal injuries or physical damage inflicted by the dangerous dog. In addition, the policy of insurance shall require a minimum of ten days' notice to the city prior to any cancellation or termination of such policy. In lieu of the liability insurance requirement, the owner of a dangerous dog may present evidence of a surety bond in the sum of at least $300,000.00, payable to any person injured or whose property has

been damaged by a dangerous dog. The proof of insurance or surety bond must be presented to the police chief each year at the time the dog's license is renewed, and the police chief shall keep a record of the name, address, and contact information of the owner or custodian of each dog affected by this requirement.

(Code 1997, § 18-47(f); Ord. No. 46-10-11, § 1, 12-20-201)

AFTER AMENDMENT

Sec 8-81 Requirements For Keeping Dangerous Dog

(a) *Compliance required; custodian defined*. No person may own, be the custodian of, harbor, keep, maintain, or permit to remain about the person's premises any dangerous dog, except in strict compliance with the regulations below. The custodian of a dog includes any person permanently or temporarily entrusted with the custody or care of the dog or any person who in any way exercises any care for or control of the dog, including providing shelter or food.

(b) *Confinement and supervision generally*. All dangerous dogs shall at all times be confined in an enclosure that meets the requirements of this division. The only exceptions to this requirement are when it is necessary for the owner or keeper to obtain veterinary care for the dog, when it is necessary to transport the animal in a vehicle, when in compliance with the leash and muzzle requirements of this division or when its owner has secured express written approval from the police chief. Such exceptions shall only apply if the dangerous dog is under the direct control and supervision of the owner or custodian of the dog who is at least 18 years of age and competent and capable to control and manage the dog.

(c) *Confinement in vehicles prohibited*. In no circumstances shall a dangerous dog be transported in the open bed of a truck or in a vehicle from which it can escape. Housing a dangerous dog in a vehicle for the purposes other than transport shall be a violation of these provisions requiring adequate confinement.

(d) *Warning signs required*. The owner or custodian of a dangerous dog shall display in a prominent place on the owner or custodian's premises a warning sign in letters no less than two inches high, stating that there is a dangerous dog on the premises and a symbol to warn children of the presence of a dangerous animal. The sign shall be clearly visible and capable of being read from any public property, street or highway adjacent to the premises. A similar sign shall also be posted on any outdoor pen or kennel or enclosure and on the fence of a yard where the dangerous dog is kept.

(e) *Identification device required*. The owner or custodian of a dangerous dog shall provide for the implantation of a device which can later be detected to aid in the proper identification of the animal.

(f) *Registration with police department required*. The owner or custodian of a dangerous dog shall initially register the dog with the police department no more than ten days after the dog become subject to the terms of this section. Additionally, the owner or custodian of a dangerous dog shall, prior to April 1, annually register the dog with the police department. At the time of registering the dangerous dog, the owner or custodian shall provide the following:

(1) A current color photograph of the animal;
(2) Proof of current license and rabies certificate as required by this chapter;
(3) Proof of liability insurance as provided in subsection (g) of this section;
(4) Written proof from a licensed veterinarian that the animal has been spayed or neutered; and
(5) Payment ~~of a $75.00~~ as listed on the city's consolidated fee schedule for the registration fee.

(g) *Liability insurance required*. The owner or custodian of a dangerous dog shall purchase and maintain liability insurance in the amount of $300,000.00 insuring the owner for any personal injuries or physical damage inflicted by the dangerous dog. In addition, the policy of insurance shall require a minimum of ten days' notice to the city prior to any cancellation or termination of such policy. In lieu of the liability insurance requirement, the owner of a dangerous dog may present evidence of a surety bond in the sum of at least $300,000.00, payable to any person injured or whose property has been damaged by a dangerous dog. The proof of insurance or surety bond must be presented to the police chief each year at the time the dog's license is renewed, and the police chief shall keep a record of the name, address, and contact information of the owner or custodian of each dog affected by this requirement.

(Code 1997, § 18-47(f); Ord. No. 46-10-11, § 1, 12-20-201)

SECTION 25: **AMENDMENT** "Sec 105-1013 Fees" of the Sheboygan Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

Sec 105-1013 Fees

(a) *Fees for procedures requested by a private party*. The following fees are hereby established and required:
(1) Text amendment.*
(2) Zoning map amendment.*
(3) Special use: $100.00.*
(4) Conditional use: $250.00.*
(5) Temporary use: $0.00.*
(6) Sign permit: $50.00 minimum or $0.50 per square foot of sign area.*
(7) Site plan: $100.00.*
(8) Variance: $250.00.*
(9) Appeal: $250.00.*
(10) Zoning verification letter: $50.00.
(11) Communication tower.
a. New tower or substantial modification: $3,000.00.
b. Nonsubstantial modification: $500.00.

(12) Architectural review: $100.00.

*Base fee may be modified by subsection (d) of this section.

(b) *Fees for procedures requested by the city*. There shall be no fee in the case of applications filed in the public interest by the city council or the plan commission, other agency, or official of the city.

(c) *Payment of fees*. Fees shall be payable at the time applications are filed with the appropriate city officer (per the requirements of this chapter) and are not refundable.

(d) *Professional consultant review services*. The city may retain the services of professional consultants (including planners, engineers, architects, attorneys, environmental specialists, recreation specialists, and other experts) to assist in the city's review of a proposal coming before the plan commission. The city may apply the charges for these services to the applicant. The city may delay acceptance of the application or petition as complete, or may delay final approval of the proposal, until such fees are paid by the applicant. The submittal of a development proposal application or petition by an applicant shall be construed as an agreement to pay for such professional review services applicable to the proposal. Review fees which are applied to an applicant, but which are not paid, may be assigned by the city as a special assessment to the subject property.

(Ord. of 2-7-2020, § 15.936)

AFTER AMENDMENT

Sec 105-1013 Fees

(a) *Fees for procedures requested by a private party*. The following fees are hereby established and required:

(1) Text amendment.*

(2) Zoning map amendment.*

(3) Special use: ~~$100.00~~ as listed on the city's consolidated fee schedule.*

(4) Conditional use: ~~$250.00~~ as listed on the city's consolidated fee schedule.*

(5) Temporary use: ~~$0.00~~ as listed on the city's consolidated fee schedule.*

(6) Sign permit: ~~$50.00~~ as listed on the city's consolidated fee schedule ~~minimum or $0.50~~ or as listed on the city's consolidated fee schedule per square foot of sign area.*

(7) Site plan: ~~$100.00~~ as listed on the city's consolidated fee schedule.*

(8) Variance: ~~$250.00~~ as listed on the city's consolidated fee schedule.*

(9) Appeal: ~~$250.00~~ as listed on the city's consolidated fee schedule.*

(10) Zoning verification letter: ~~$50.00~~ as listed on the city's consolidated fee schedule.

(11) Communication tower.

a. New tower or substantial modification: ~~$3,000.00~~ as listed on the city's consolidated fee schedule.

b. Nonsubstantial modification: ~~$500.00~~ as listed on the city's consolidated fee schedule.

(12) Architectural review: ~~$100.00~~ as listed on the city's consolidated fee schedule.

*Base fee may be modified by subsection (d) of this section.

(b) *Fees for procedures requested by the city*. There shall be no fee in the case of applications filed in the public interest by the city council or the plan commission, other agency, or official of the city.

(c) *Payment of fees*. Fees shall be payable at the time applications are filed with the appropriate city officer (per the requirements of this chapter) and are not refundable.

(d) *Professional consultant review services*. The city may retain the services of professional consultants (including planners, engineers, architects, attorneys, environmental specialists, recreation specialists, and other experts) to assist in the city's review of a proposal coming before the plan commission. The city may apply the charges for these services to the applicant. The city may delay acceptance of the application or petition as complete, or may delay final approval of the proposal, until such fees are paid by the applicant. The submittal of a development proposal application or petition by an applicant shall be construed as an agreement to pay for such professional review services applicable to the proposal. Review fees which are applied to an applicant, but which are not paid, may be assigned by the city as a special assessment to the subject property.

(Ord. of 2-7-2020, § 15.936)

SECTION 26: **AMENDMENT** "Sec 12-683 Permit Fees" of the Sheboygan Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

Sec 12-683 Permit Fees

(a) Applications for a permit for the privilege of making an initial connection to a public sanitary or storm main should be accompanied by a fee of:
    (1) $500.00 for a residential connection fee.
    (2) $1,000.00 for a commercial connection fee.
    (3) $1,500.00 for an industrial connection fee.
    (4) $500.00 for a mini-storm connection fee.

(b) Application for a permit for the following plumbing work shall be accompanied by a fee computed as set forth below, but in no event less than $50.00.
    (1) $10.00 for each fixture installed, roughed-in, or opening provided for future installation of fixtures or water-connected appurtenance or appliance.
    (2) $10.00 for each water heater.
    (3) $50.00 for sanitary or storm sewer connection at main, curb, or lot line.
    (4) $50.00 for sanitary or storm sewer relayed from main, curb, or lot line.
    (5) $50.00 for building drain or relayed building drain.
    (6) $50.00 for installing new water service from main, curb, or lot line.
    (7) $50.00 for water service relayed from main, curb, or lot line.

(8) $10.00 for each connection to building drain used to convey wastewater or other materials aside from plumbing fixtures.
(9) $10.00 for each conductor or drain connected to the storm sewer.
(10) Fee for existing structures to be connected to the city sewerage system shall include $10.00 for each plumbing fixture or drain installed prior to such connection.
(11) $50.00 for the disconnection of an abandoned sewer or water service.
(12) $50.00 for repairs to water, sanitary and storm sewer lateral.
(13) $40.00 per 100 feet or fraction for private sanitary or storm sewer main.
(14) $40.00 per manhole in private sanitary or storm sewer main.
(15) Connection fee to private interceptor sanitary or storm main shall be $500.00 for residential and $1,000.00 for a commercial connection.
(16) Connection fee to private interceptor or storm sewer main shall be $1,500.00 for an industrial connection.
(17) $50.00 inspection fee for private sewer lateral.
(18) $40.00 per 100 feet or fraction for private water main.
(19) $50.00 inspection fee for private water lateral.

(c) For work started without a plumbing permit, except in emergency cases, the total fee shall be:
(1) For the first incident per calendar year: Double the regular fee, plus $100.00.
(2) For a second incident: Double the standard fee, plus $250.00.
(3) For a third or subsequent incident: Double the standard fee, plus $500.00.

(d) The fees for permits provided in this section shall not be refundable even though the permit issued is not used, unless such fees exceed the sum of $21.00, in which case only that portion of the fees in excess of $21.00 shall be refunded.

(Code 1997, § 26-966; Ord. No. 92-96-97, § 1, 12-16-1996; Ord. No. 41-01-02, § 8, 10-15-2001; Ord. No. 76-02-03, §§ 8, 9, 4-2-2003; Ord. No. 57-05-06, § 1, 11-21-2005; Ord. No. 42-06-07, § 1, 10-16-2006; Ord. No. 41-09-10, § 1, 1-18-2010)

AFTER AMENDMENT

Sec 12-683 Permit Fees

(a) Applications for a permit for the privilege of making an initial connection to a public sanitary or storm main should be accompanied by a fee of:
(1) ~~$500.00~~as listed on the city's consolidated fee schedule for a residential connection fee.
(2) ~~$1,000.00~~as listed on the city's consolidated fee schedule for a commercial connection fee.
(3) ~~$1,500.00~~as listed on the city's consolidated fee schedule for an industrial connection fee.
(4) ~~$500.00~~as listed on the city's consolidated fee schedule for a mini-storm connection fee.

(b) Application for a permit for the following plumbing work shall be accompanied by a fee computed as set forth below, but in no event less than $50.00.

(1) ~~$10.00~~as listed on the city's consolidated fee schedule for each fixture installed, roughed-in, or opening provided for future installation of fixtures or water-connected appurtenance or appliance.
(2) ~~$10.00~~as listed on the city's consolidated fee schedule for each water heater.
(3) ~~$50.00~~as listed on the city's consolidated fee schedule for sanitary or storm sewer connection at main, curb, or lot line.
(4) ~~$50.00~~as listed on the city's consolidated fee schedule for sanitary or storm sewer relayed from main, curb, or lot line.
(5) ~~$50.00~~as listed on the city's consolidated fee schedule for building drain or relayed building drain.
(6) ~~$50.00~~as listed on the city's consolidated fee schedule for installing new water service from main, curb, or lot line.
(7) ~~$50.00~~as listed on the city's consolidated fee schedule for water service relayed from main, curb, or lot line.
(8) ~~$10.00~~as listed on the city's consolidated fee schedule for each connection to building drain used to convey wastewater or other materials aside from plumbing fixtures.
(9) ~~$10.00~~as listed on the city's consolidated fee schedule for each conductor or drain connected to the storm sewer.
(10) Fee for existing structures to be connected to the city sewerage system shall include ~~$10.00~~a fee as listed on the city's consolidated fee schedule for each plumbing fixture or drain installed prior to such connection.
(11) ~~$50.00~~as listed on the city's consolidated fee schedule for the disconnection of an abandoned sewer or water service.
(12) ~~$50.00~~as listed on the city's consolidated fee schedule for repairs to water, sanitary and storm sewer lateral.
(13) ~~$40.00~~as listed on the city's consolidated fee schedule per 100 feet or fraction for private sanitary or storm sewer main.
(14) ~~$40.00~~as listed on the city's consolidated fee schedule per manhole in private sanitary or storm sewer main.
(15) Connection fee to private interceptor sanitary or storm main ~~shall be $500.00~~ for residential and ~~$1,000.00~~ for a commercial connection as listed on the city's consolidated fee schedule.
(16) Connection fee to private interceptor or storm sewer main ~~shall be $1,500.00~~ for an industrial connection as listed on the city's consolidated fee schedule.
(17) ~~$50.00~~as listed on the city's consolidated fee schedule inspection fee for private sewer lateral.
(18) ~~$40.00~~as listed on the city's consolidated fee schedule per 100 feet or fraction for private water main.
(19) ~~$50.00~~as listed on the city's consolidated fee schedule inspection fee for private water lateral.

(c) For work started without a plumbing permit, except in emergency cases, the total fee shall be:
(1) For the first incident per calendar year: Double the regular fee, plus ~~$100.00~~a fee as listed on the city's consolidated fee schedule.

(2) For a second incident: Double the standard fee, plus ~~$250.00~~a fee as listed on the city's consolidated fee schedule.

(3) For a third or subsequent incident: Double the standard fee, plus ~~$500.00~~a fee as listed on the city's consolidated fee schedule.

(d) The fees for permits provided in this section shall not be refundable even though the permit issued is not used, unless such fees exceed the sum of $21.00, in which case only that portion of the fees in excess of $21.00 shall be refunded.

(Code 1997, § 26-966; Ord. No. 92-96-97, § 1, 12-16-1996; Ord. No. 41-01-02, § 8, 10-15-2001; Ord. No. 76-02-03, §§ 8, 9, 4-2-2003; Ord. No. 57-05-06, § 1, 11-21-2005; Ord. No. 42-06-07, § 1, 10-16-2006; Ord. No. 41-09-10, § 1, 1-18-2010)

SECTION 27: **AMENDMENT** "Sec 8-9 Keeping Of Swine And Cattle; Exception" of the Sheboygan Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

Sec 8-9 Keeping Of Swine And Cattle; Exception

(a) No person shall keep or feed any swine or cattle on any premises within the city.

(b) Notwithstanding subsection (a) of this section, it shall be lawful to keep as a pet, a miniature potbellied pig; provided, however, that no more than two such pigs may be kept on any premises within the city.

(c) Miniature potbellied pigs may be kept according to the following requirements:

(1) The owner of a miniature potbellied pig that is kept in the city, which pig is more than five months of age as of January 1 of any year, or five months of age within the license year, shall annually, or on/or before the date the pig becomes five months of age, pay the miniature potbellied pig license tax and obtain a license.

(2) The minimum miniature potbellied pig license tax is $3.25 for a neutered male pig or spayed female pig, upon presentation of evidence that the pig is neutered or spayed, and $8.25 for an unneutered male or unspayed female pig, or one-half of these amounts if the pig becomes five months of age after July 1 of the license year.

(3) The license year commences on January 1 and ends on the following December 31.

(4) The collecting official shall assess and collect a late fee of $5.00 from every owner of a miniature potbellied pig five months of age or over if the owner failed to obtain a license prior to April 1 of each year, or within 30 days of acquiring ownership of a licensable miniature potbellied pig, or if the owner failed to obtain a license on/or before the miniature potbellied pig reached licensable age. All late fees received or collected shall be paid into the city treasury as city revenue.

(Code 1975, §§ 7-10, 7-30(3); Code 1997, § 18-8)

AFTER AMENDMENT

Sec 8-9 Keeping Of Swine And Cattle; Exception

(a) No person shall keep or feed any swine or cattle on any premises within the city.
(b) Notwithstanding subsection (a) of this section, it shall be lawful to keep as a pet, a miniature potbellied pig; provided, however, that no more than two such pigs may be kept on any premises within the city.
(c) Miniature potbellied pigs may be kept according to the following requirements:
    (1) The owner of a miniature potbellied pig that is kept in the city, which pig is more than five months of age as of January 1 of any year, or five months of age within the license year, shall annually, or on/or before the date the pig becomes five months of age, pay the miniature potbellied pig license tax and obtain a license.
    (2) The minimum miniature potbellied pig license tax is ~~$3.25~~ as listed on the city's consolidated fee schedule for a neutered male pig or spayed female pig, upon presentation of evidence that the pig is neutered or spayed, and ~~$8.25~~ as listed on the city's consolidated fee schedule for an unneutered male or unspayed female pig, or one-half of these amounts if the pig becomes five months of age after July 1 of the license year.
    (3) The license year commences on January 1 and ends on the following December 31.
    (4) The collecting official shall assess and collect a late fee ~~of $5.00~~ as listed on the city's consolidated fee schedule from every owner of a miniature potbellied pig five months of age or over if the owner failed to obtain a license prior to April 1 of each year, or within 30 days of acquiring ownership of a licensable miniature potbellied pig, or if the owner failed to obtain a license on/or before the miniature potbellied pig reached licensable age. All late fees received or collected shall be paid into the city treasury as city revenue.

(Code 1975, §§ 7-10, 7-30(3); Code 1997, § 18-8)

SECTION 28: **AMENDMENT** "Sec 40-89 Imposition Of Impact Fees" of the Sheboygan Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

Sec 40-89 Imposition Of Impact Fees

(a) By this article, the city imposes an impact fee on residential development. No building permit shall be issued for residential development without payment of the following impact fees.

(b) During the 2019 calendar year, the impact fee imposed by the city shall be $563.54.
(c) The impact fees imposed under this section shall be automatically adjusted during the first quarter of each year, without further action by the common council, by the percentage equal to the rate of consumer inflation as measured by the percent of change in the Consumer Price Index over the 12 months ending with the most recent December for the geographical area that includes the city (which is currently the Midwest Consumer Price Index for Urban Wage Earners) as reported by the U.S. Department of Labor, Bureau of Labor Statistics, or such governmental entity that shall have responsibility for publishing the Consumer Price Index. This impact fee shall be rounded to the nearest dollar. The finance director/treasurer, or designee, shall determine such adjustment and maintain a copy of the Consumer Price Index upon which such adjustment was made in the finance department.

(Code 1997, § 74-82)

AFTER AMENDMENT

Sec 40-89 Imposition Of Impact Fees

(a) By this article, the city imposes an impact fee on residential development. No building permit shall be issued for residential development without payment of the following impact fees.
(b) During the 2019 calendar year, the impact fee imposed by the city shall be ~~$563.54~~ as listed on the city's consolidated fee schedule.
(c) The impact fees imposed under this section shall be automatically adjusted during the first quarter of each year, without further action by the common council, by the percentage equal to the rate of consumer inflation as measured by the percent of change in the Consumer Price Index over the 12 months ending with the most recent December for the geographical area that includes the city (which is currently the Midwest Consumer Price Index for Urban Wage Earners) as reported by the U.S. Department of Labor, Bureau of Labor Statistics, or such governmental entity that shall have responsibility for publishing the Consumer Price Index. This impact fee shall be rounded to the nearest dollar. The finance director/treasurer, or designee, shall determine such adjustment and maintain a copy of the Consumer Price Index upon which such adjustment was made in the finance department.

(Code 1997, § 74-82)

SECTION 29: **AMENDMENT** "Sec 16-145 Indigents" of the Sheboygan Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

Sec 16-145 Indigents

Indigent persons desiring to bury any dead person in the cemetery shall apply to the department of public assistance for permission, and a certificate of such permission shall be shown to the cemetery and parks supervisor who shall, upon payment of $10.00 by the department of public assistance, assign a place in section 12 of the cemetery where such person may be buried. If such indigent person owns burial rights on any lot in the city cemetery, such burial may be made on such lot in the same manner as provided for burials in section 12 of the cemetery.

(Code 1975, § 10-109; Code 2007, § 34-173; Ord. No. 77-96-97, § 4, 11-4-1996)

AFTER AMENDMENT

Sec 16-145 Indigents

Indigent persons desiring to bury any dead person in the cemetery shall apply to the department of public assistance for permission, and a certificate of such permission shall be shown to the cemetery and parks supervisor who shall, upon payment ~~of $10.00~~ as listed on the city's consolidated fee schedule by the department of public assistance, assign a place in section 12 of the cemetery where such person may be buried. If such indigent person owns burial rights on any lot in the city cemetery, such burial may be made on such lot in the same manner as provided for burials in section 12 of the cemetery.

(Code 1975, § 10-109; Code 2007, § 34-173; Ord. No. 77-96-97, § 4, 11-4-1996)

SECTION 30: **AMENDMENT** "Sec 16-144 Late Charge" of the Sheboygan Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

Sec 16-144 Late Charge

When any funeral arrives at the city cemetery so late that the grave cannot be closed before 4:00 p.m., an additional charge of $1.00 shall be made for each hour or fractional part thereof.

(Code 1975, § 10-106; Code 2007, § 34-172)

AFTER AMENDMENT

Sec 16-144 Late Charge

When any funeral arrives at the city cemetery so late that the grave cannot be closed before 4:00 p.m., an additional charge ~~of $1.00~~ as listed on the city's consolidated fee schedule shall be made for each hour or fractional part thereof.

(Code 1975, § 10-106; Code 2007, § 34-172)

SECTION 31: **AMENDMENT** "Sec 16-142 Interment Charges" of the Sheboygan Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

Sec 16-142 Interment Charges

Interment and service charges for interment of bodies and the care and maintenance of lots, graves, monuments and other structures in the public cemetery shall be as follows:

(a) *Excavations*.
- (1) Graves for adults, including the devices, lining and sodding lot: $750.00.
- (2) Child's grave between four and six feet: $500.00.
- (3) Child's grave to four feet: $350.00.
- (4) Cremains: $300.00.
- (5) Cremains with vault: $400.00.
- (6) Scattering garden: $250.00.
- (7) Plaque for scattering garden (name, dates of birth and death): $250.00.

(b) *Additional charges*.
- (1) Tent: $125.00.
- (2) Tent if not preordered: $150.00.
- (3) Overtime (determined by exit time of 3:30 p.m.) per one-half hour: $100.00.
- (4) Saturday charge: $250.00.
- (5) Saturday cremains charge: $150.00.

(c) *Disinterment and reburial*.
- (1) Adult disinterment for transfer: $2,000.00.
- (2) Adult disinterment/reburial: $3,000.00.
- (3) Child disinterment/reburial: $1,000.00.
- (4) Baby disinterment/reburial: $750.00.

(d) *Monuments and markers*.
- (1) Foundation for single marker up to and including 24 inches: $75.00.
- (2) Foundation for double marker over 24 inches: $175.00.
- (3) Four-foot full depth foundation: price upon request.

(Code 1975, § 10-104; Code 2007, § 34-170; Ord. No. 77-96-97, § 3, 11-4-1996; Ord. No. 49-01-02, § 2, 11-19-2001; Ord. No. 31-05-06, § 2, 9-19-2005; Ord. No. 5-09-10, § 2, 6-15-2009)

AFTER AMENDMENT

Sec 16-142 Interment Charges

Interment and service charges for interment of bodies and the care and maintenance of lots, graves, monuments and other structures in the public cemetery shall be as follows:

(a) *Excavations*.

(1) Graves for adults, including the devices, lining and sodding lot: ~~$750.00~~ as listed on the city's consolidated fee schedule.

(2) Child's grave between four and six feet: ~~$500.00~~ as listed on the city's consolidated fee schedule.

(3) Child's grave to four feet: ~~$350.00~~ as listed on the city's consolidated fee schedule.

(4) Cremains: ~~$300.00~~ as listed on the city's consolidated fee schedule.

(5) Cremains with vault: ~~$400.00~~ as listed on the city's consolidated fee schedule.

(6) Scattering garden: ~~$250.00~~ as listed on the city's consolidated fee schedule.

(7) Plaque for scattering garden (name, dates of birth and death): ~~$250.00~~ as listed on the city's consolidated fee schedule.

(b) *Additional charges*.

(1) Tent: ~~$125.00~~ as listed on the city's consolidated fee schedule.

(2) Tent if not preordered: ~~$150.00~~ as listed on the city's consolidated fee schedule.

(3) Overtime (determined by exit time of 3:30 p.m.) per one-half hour: ~~$100.00~~ as listed on the city's consolidated fee schedule.

(4) Saturday charge: ~~$250.00~~ as listed on the city's consolidated fee schedule.

(5) Saturday cremains charge: ~~$150.00~~ as listed on the city's consolidated fee schedule.

(c) *Disinterment and reburial*.

(1) Adult disinterment for transfer: ~~$2,000.00~~ as listed on the city's consolidated fee schedule.

(2) Adult disinterment/reburial: ~~$3,000.00~~ as listed on the city's consolidated fee schedule.

(3) Child disinterment/reburial: ~~$1,000.00~~ as listed on the city's consolidated fee schedule.

(4) Baby disinterment/reburial: ~~$750.00~~ as listed on the city's consolidated fee schedule.

(d) *Monuments and markers*.

(1) Foundation for single marker up to and including 24 inches: ~~$75.00~~ as listed on the city's consolidated fee schedule.

(2) Foundation for double marker over 24 inches: ~~$175.00~~ as listed on the city's consolidated fee schedule.

(3) Four-foot full depth foundation: ~~price upon request~~ as listed on the city's consolidated fee schedule.

(Code 1975, § 10-104; Code 2007, § 34-170; Ord. No. 77-96-97, § 3, 11-4-1996; Ord. No. 49-01-02, § 2, 11-19-2001; Ord. No. 31-05-06, § 2, 9-19-2005; Ord. No. 5-09-10, § 2, 6-15-2009)

SECTION 32: **AMENDMENT** "Sec 34-26 Temporary Parking Permit" of the Sheboygan Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

Sec 34-26 Temporary Parking Permit

The building inspection department, when satisfied that proper sanitation and health standards will be met, may issue permits for the parking of not more than one trailer on private premises where such parking is in connection with a bona fide visit of the owner or occupant of the trailer with individuals living within the city and such stay will not exceed 14 days. The fee for a temporary parking permit shall be $3.00.

(Code 1975, § 24-17; Code 1997, § 62-32)

AFTER AMENDMENT

Sec 34-26 Temporary Parking Permit

The building inspection department, when satisfied that proper sanitation and health standards will be met, may issue permits for the parking of not more than one trailer on private premises where such parking is in connection with a bona fide visit of the owner or occupant of the trailer with individuals living within the city and such stay will not exceed 14 days. ~~The fee for a temporary parking permit shall be $3.00~~A temporary parking permit shall be the fee as listed on the city's consolidated fee schedule.

(Code 1975, § 24-17; Code 1997, § 62-32)

SECTION 33: **AMENDMENT** "Sec 16-140 Saturday Afternoon Charge" of the Sheboygan Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

Sec 16-140 Saturday Afternoon Charge

Charges for interments in the city cemetery performed on Saturday afternoons shall be increased by $10.00.

(Code 1975, § 10-107; Code 2007, § 34-168)

AFTER AMENDMENT

Sec 16-140 Saturday Afternoon Charge

Charges for interments in the city cemetery performed on Saturday afternoons shall be increased ~~by $10.00~~ as listed on the city's consolidated fee schedule.

(Code 1975, § 10-107; Code 2007, § 34-168)

SECTION 34: **AMENDMENT** "Sec 34-58 Fee" of the Sheboygan Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

Sec 34-58 Fee

The application for a permit required by this division shall be accompanied by a fee of $100.00 for each trailer.

(Code 1975, § 24-26; Code 1997, § 62-63)

AFTER AMENDMENT

Sec 34-58 Fee

The application for a permit required by this division shall be accompanied by a fee ~~of $100.00~~as listed on the city's consolidated fee schedule for each trailer.

(Code 1975, § 24-26; Code 1997, § 62-63)

SECTION 35: **AMENDMENT** "Sec 16-106 Fees For Forms" of the Sheboygan Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

Sec 16-106 Fees For Forms

The fees for preparation of forms for the city cemetery shall be as follows:

(a) Quitclaim deed: $20.00.
(b) Advance authorization: $15.00.
(c) Heirs release: $15.00.

(Code 1975, § 10-4.1; Code 2007, § 34-125; Ord. No. 77-96-97, § 2, 11-4-1996)

AFTER AMENDMENT

Sec 16-106 Fees For Forms

The fees for preparation of forms for the city cemetery shall be as follows:

(a) Quitclaim deed: ~~$20.00~~ as listed on the city's consolidated fee schedule.
(b) Advance authorization: ~~$15.00~~ as listed on the city's consolidated fee schedule.
(c) Heirs release: ~~$15.00~~ as listed on the city's consolidated fee schedule.

(Code 1975, § 10-4.1; Code 2007, § 34-125; Ord. No. 77-96-97, § 2, 11-4-1996)

SECTION 36: **AMENDMENT** "Sec 34-60 Removal" of the Sheboygan Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

Sec 34-60 Removal

(a) If it is found that the applicant for a permit required by this division is not in compliance with the regulations and laws applicable to the location of a trailer on a construction site, the applicant shall be given notice to comply within a reasonable time. If there is no compliance after reasonable notice, the superintendent of building inspection shall give notice to the applicant to remove the trailer. If the applicant fails to do so, the superintendent of building inspection shall cause the trailer to be removed by the city and impounded, the permit fee shall be deemed forfeited, and the trailer shall not be released until the applicant pays the costs of removal and the sum of $5.00 per day for storage charges.
(b) Such removal may also be ordered by the superintendent of building inspection if the trailer is occupied by more persons than the trailer was designed to accommodate or if any breach of the peace or disorderly conduct takes place in the trailer.

(Code 1975, § 24-28; Code 1997, § 62-65)

AFTER AMENDMENT

Sec 34-60 Removal

(a) If it is found that the applicant for a permit required by this division is not in compliance with the regulations and laws applicable to the location of a trailer on a construction site, the applicant shall be given notice to comply within a reasonable time. If there is no compliance after reasonable notice, the superintendent of building inspection shall give notice to the applicant to remove the trailer. If the applicant fails to do so, the superintendent of building inspection shall cause the trailer to be removed by the city and impounded, the permit fee shall be deemed forfeited, and the trailer shall not be released until the applicant pays the costs of removal and the sum ~~of $5.00~~

per day as listed on the city's consolidated fee schedule for storage charges.

(b) Such removal may also be ordered by the superintendent of building inspection if the trailer is occupied by more persons than the trailer was designed to accommodate or if any breach of the peace or disorderly conduct takes place in the trailer.

(Code 1975, § 24-28; Code 1997, § 62-65)

SECTION 37: **AMENDMENT** "Sec 34-61 Duration, Renewal" of the Sheboygan Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

Sec 34-61 Duration, Renewal

Permits issued under this division shall expire one year from the date of issuance but may be renewed for an additional period of one year for an annual fee of $100.00.

(Code 1975, § 24-29; Code 1997, § 62-66)

AFTER AMENDMENT

Sec 34-61 Duration, Renewal

Permits issued under this division shall expire one year from the date of issuance but may be renewed for an additional period of one year for an annual fee ~~of $100.00~~as listed on the city's consolidated fee schedule.

(Code 1975, § 24-29; Code 1997, § 62-66)

SECTION 38: **AMENDMENT** "Sec 16-105 Price Of Lots" of the Sheboygan Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

Sec 16-105 Price Of Lots

The purchase price of lots, fractional lots and graves in the cemetery, inclusive of perpetual care charges thereon, shall be as follows:

(a) 12-grave lot: $7,000.00.
(b) Six-grave lot: $3,500.00.
(c) Four-grave lot: $2,500.00.

(d) Single grave, adult: $650.00.
(e) Single grave, child: $450.00.
(f) Cremains space: $400.00.
(g) Baby grave: $250.00.

(Code 1975, § 10-4; Code 2007, § 34-124; Ord. No. 77-96-97, § 1, 11-4-1996; Ord. No. 49-01-02, § 1, 11-19-2001; Ord. No. 31-05-06, § 1, 9-19-2005; Ord. No. 5-09-10, § 1, 6-15-2009)

AFTER AMENDMENT

Sec 16-105 Price Of Lots

The purchase price of lots, fractional lots and graves in the cemetery, inclusive of perpetual care charges thereon, shall be as follows:

(a) 12-grave lot: ~~$7,000.00~~ as listed on the city's consolidated fee schedule.
(b) Six-grave lot: ~~$3,500.00~~ as listed on the city's consolidated fee schedule.
(c) Four-grave lot: ~~$2,500.00~~ as listed on the city's consolidated fee schedule.
(d) Single grave, adult: ~~$650.00~~ as listed on the city's consolidated fee schedule.
(e) Single grave, child: ~~$450.00~~ as listed on the city's consolidated fee schedule.
(f) Cremains space: ~~$400.00~~ as listed on the city's consolidated fee schedule.
(g) Baby grave: ~~$250.00~~ as listed on the city's consolidated fee schedule.

(Code 1975, § 10-4; Code 2007, § 34-124; Ord. No. 77-96-97, § 1, 11-4-1996; Ord. No. 49-01-02, § 1, 11-19-2001; Ord. No. 31-05-06, § 1, 9-19-2005; Ord. No. 5-09-10, § 1, 6-15-2009)

SECTION 39: **AMENDMENT** "Sec 16-102 Sale And Transfer" of the Sheboygan Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

Sec 16-102 Sale And Transfer

(a) All applications for the purchase of lots in the public cemetery shall be made to the cemetery and parks supervisor. The city engineer shall provide the supervisor with a map on which all lots in the cemetery shall be designated by number.
(b) The supervisor may issue to a person wishing to purchase a lot a certificate describing the lot desired, the price and the status of ownership. If such lot is not purchased within 30 days of the granting of such certificate, the supervisor may issue another certificate to any person applying therefor.
(c) All lots shall be sold subject to the approval of the public works committee, upon full payment of the purchase price.

(d) No person shall purchase more than one lot without the consent of the committee.
(e) No lot shall be used for any other purpose than for the burial of the human dead.
(f) Lots, after an interment has been made and while any person is buried therein, shall be inalienable, except with the consent of the majority of the public works committee. An owner of a cemetery lot in the city cemetery who desires to sell the lot shall first tender a 30-day option of purchase at the original purchase price to the public works committee.
(g) The transfer or sale of lots or parts of lots shall not be valid without the consent of the majority of the public works committee endorsed on the conveyance. The committee may refuse its consent to a transfer as long as any indebtedness exists upon the lot to be transferred. All transfers of lots shall be executed on blanks to be prepared in the cemetery office and shall be filed and recorded in the cemetery records. No person shall be recognized as owner or part owner of a lot unless the person's name appears on the cemetery records. A certified copy of the deed of sale or transfer shall be issued by the cemetery and parks supervisor at a cost of $1.00 per copy.
(h) Upon failure of payment of the purchase price of a lot, the cemetery and parks supervisor shall have the right at any time thereafter to enter upon the lot and remove any body interred therein to other ground reserved for single interments. In such event, all monies theretofore paid shall be deemed and taken as having been paid in consideration of the right to bury upon such lot and to the occupancy thereof for the time being and for the price of the grounds to which such body shall have been transferred and to defray the cost of transferring the remains. Thereafter, such defaulting purchaser shall have no right or equity whatever in the lands so conditionally purchased. If the total amount of down payments on such lot conditionally purchased is less than the cost for the price of a grave in the section reserved for single interments and the cost of transferring such remains, the supervisor shall have the right to inter such body in section 12 of the cemetery. In no case shall a deed be executed for any lot until full payment therefor has been received. Upon failure of payment of the purchase price of a two-grave lot, the committee shall have the right at any time thereafter either to proceed, as stated in this section, to declare only the unused lot portion forfeited and issue a certificate to the purchaser for the occupied half of the lot. In the latter event, all monies paid therefor shall be deemed as having been paid in consideration of the right to bury upon the occupied one-half portion of the lot, and thereafter such defaulting purchaser shall have no right or equity whatever in the unused or forfeited part of such two-grave lot.
(i) No lot will be sold to more than one person, with the exception of husband and wife or members of the same family, unless the person purchasing the lot partitions the lot at the time of the purchase and records the partition in the cemetery office.
(j) All lots in the city cemetery shall be conveyed by deed. The purchaser shall thereby acquire the title and fee to the lot, subject to the conditions, limitations and reservations established for the operation and maintenance of the cemetery.

(Code 1975, § 10-1; Code 2007, § 34-121)

AFTER AMENDMENT

Sec 16-102 Sale And Transfer

(a) All applications for the purchase of lots in the public cemetery shall be made to the cemetery and parks supervisor. The city engineer shall provide the supervisor with a map on which all lots in the cemetery shall be designated by number.
(b) The supervisor may issue to a person wishing to purchase a lot a certificate describing the lot desired, the price and the status of ownership. If such lot is not purchased within 30 days of the granting of such certificate, the supervisor may issue another certificate to any person applying therefor.
(c) All lots shall be sold subject to the approval of the public works committee, upon full payment of the purchase price.
(d) No person shall purchase more than one lot without the consent of the committee.
(e) No lot shall be used for any other purpose than for the burial of the human dead.
(f) Lots, after an interment has been made and while any person is buried therein, shall be inalienable, except with the consent of the majority of the public works committee. An owner of a cemetery lot in the city cemetery who desires to sell the lot shall first tender a 30-day option of purchase at the original purchase price to the public works committee.
(g) The transfer or sale of lots or parts of lots shall not be valid without the consent of the majority of the public works committee endorsed on the conveyance. The committee may refuse its consent to a transfer as long as any indebtedness exists upon the lot to be transferred. All transfers of lots shall be executed on blanks to be prepared in the cemetery office and shall be filed and recorded in the cemetery records. No person shall be recognized as owner or part owner of a lot unless the person's name appears on the cemetery records. A certified copy of the deed of sale or transfer shall be issued by the cemetery and parks supervisor at a cost ~~of $1.00~~ as listed on the city's consolidated fee schedule per copy.
(h) Upon failure of payment of the purchase price of a lot, the cemetery and parks supervisor shall have the right at any time thereafter to enter upon the lot and remove any body interred therein to other ground reserved for single interments. In such event, all monies theretofore paid shall be deemed and taken as having been paid in consideration of the right to bury upon such lot and to the occupancy thereof for the time being and for the price of the grounds to which such body shall have been transferred and to defray the cost of transferring the remains. Thereafter, such defaulting purchaser shall have no right or equity whatever in the lands so conditionally purchased. If the total amount of down payments on such lot conditionally purchased is less than the cost for the price of a grave in the section reserved for single interments and the cost of transferring such remains, the supervisor shall have the right to inter such body in section 12 of the cemetery. In no case shall a deed be executed for any lot until full payment therefor has been received. Upon failure of payment of the purchase price of a two-grave lot, the committee shall have the right at any time thereafter either to proceed, as stated in this section, to declare only the unused lot portion forfeited and issue a certificate to the purchaser for the occupied half of the lot. In the latter event, all monies paid therefor shall be deemed as having been paid in consideration of the right to bury upon the occupied one-half

portion of the lot, and thereafter such defaulting purchaser shall have no right or equity whatever in the unused or forfeited part of such two-grave lot.

(i) No lot will be sold to more than one person, with the exception of husband and wife or members of the same family, unless the person purchasing the lot partitions the lot at the time of the purchase and records the partition in the cemetery office.

(j) All lots in the city cemetery shall be conveyed by deed. The purchaser shall thereby acquire the title and fee to the lot, subject to the conditions, limitations and reservations established for the operation and maintenance of the cemetery.

(Code 1975, § 10-1; Code 2007, § 34-121)

SECTION 40: **AMENDMENT** "Sec 60-130 Fees Applicable During Boating Season" of the Sheboygan Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

Sec 60-130 Fees Applicable During Boating Season

Fees shall be charged for boat launching at the municipal sites designated in section 60-129 of this Code. Absent a written waiver from the state department of natural resources, the fee charges shall be in conformity with the rate charged by the state for vehicular access to state park and forest areas. The one-day permit fee for all users will be $8.00 per day, the annual sticker fee for nonresidents will be $70.00 per year and the annual sticker fee for a resident will be $60.00 per year.

(Code 1975, § 18-111; Code 1997, § 134-179; Ord. No. 79-02-03, § 1, 3-17-2003)

AFTER AMENDMENT

Sec 60-130 Fees Applicable During Boating Season

Fees shall be charged for boat launching at the municipal sites designated in section 60-129 of this Code. Absent a written waiver from the state department of natural resources, the fee charges shall be in conformity with the rate charged by the state for vehicular access to state park and forest areas. The one-day permit fee for all users will be ~~$8.00~~ as listed on the city's consolidated fee schedule per day, the annual sticker fee for nonresidents will be ~~$70.00~~ as listed on the city's consolidated fee schedule per year and the annual sticker fee for a resident will be ~~$60.00~~ as listed on the city's consolidated fee schedule per year.

(Code 1975, § 18-111; Code 1997, § 134-179; Ord. No. 79-02-03, § 1, 3-17-2003)

SECTION 41: **<u>AMENDMENT</u>** "Sec 24-338 Sale, Use Or Discharge" of the Sheboygan Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

Sec 24-338 Sale, Use Or Discharge

(a) No person may sell, possess, use or discharge any fireworks within the city, except that the possession, use, and discharge of fireworks is permitted in conjunction with a fireworks display as follows:
    (1) A fireworks display sponsored and specifically approved by the common council, and conducted by or on behalf of the city; or
    (2) Upon the granting of a fireworks display permit issued by the fire chief. Such permit may be issued by the fire chief at the fire chief's discretion, but only if the applicant meets the following requirements:
        a. Every application shall be made no less than 14 calendar days prior to the proposed display. The fire chief or their designee may accept complete applications less than 14 calendar days prior to a proposed fireworks display event upon a showing of hardship, as determined by the fire chief or their designee.
        b. Each applicant shall provide a certificate of liability insurance evidencing minimum limits of $2,000,000.00 coverage per person for personal injury and not less than $1,000,000.00 for property damage per occurrence for bodily injury and property damage and naming the City of Sheboygan and the property owner, if different, as additional insureds. Such certificate shall be issued by an insurance company approved and licensed by the state office of the commissioner of insurance to do business in the state.
        c. Each applicant shall submit a clear and readable copy of a valid and current department of the treasury, bureau of alcohol, tobacco and firearms license/permit (issued under 18 USC ch. 40) held by the fireworks company or the license applicant conducting the display.
        d. Each application shall include a clear description of the intended site and plan for the display including:
            1. The name of the property owner;
            2. The sponsor of the display;
            3. The mailing address and telephone number of applicant;
            4. The name of person in charge of the display;
            5. The name of the fireworks company conducting the display;
            6. The date and time storage and possession of fireworks will begin and end;
            7. The name and telephone number of person responsible for the site while fireworks are present;

8. A site layout pursuant to NFPA 1123;
9. A current color site map with an overlay of the exact location planned of the grounds on which the display is to be held showing the exact point at which the fireworks are to be discharged, the locations of all buildings, streets, trees, overhead public utility lines or overhead obstructions within 500 yards of the point of discharge and an adequate clear area indicating the lines behind which the public will be restrained;
10. Specification of the date and time the display will begin and end; and
11. A complete listing of the number and type of all fireworks to be in possession at the site and the number and type to be discharged on the date and time specified in the permit application.

e. Each application shall be accompanied by payment of a permit fee in the amount $150.00 and an agreement to pay the actual cost of public safety services provided by the city as determined by the fire chief and the police chief. The chiefs shall provide an estimate of the costs within 14 days of receipt of a completed fireworks display permit application.

(b) Subsection (a) of this section does not apply to:

(1) The possession or use of explosives in accordance with rules or general orders of the state department of commerce.
(2) The disposal of hazardous substances in accordance with rules adopted by the department of natural resources.
(3) The possession or use of explosive or combustible materials in any manufacturing process.
(4) The possession or use of explosive or combustible materials in connection with classes conducted by educational institutions.
(5) A possessor or manufacturer of explosives in possession of a license or permit under 18 USC 841 through 848 if the possession of the fireworks is authorized under the license or permit.
(6) The possession of fireworks while directly transporting the fireworks to a city, town or village where the possession of the fireworks is authorized by permit or ordinance.

(Code 1975, § 26-18(b), (c)(2); Code 1997, § 50-698; Ord. No. 34-04-05, § 11, 10-18-2004; Ord. No. 48-06-07, § 1, 11-20-2006)

AFTER AMENDMENT

Sec 24-338 Sale, Use Or Discharge

(a) No person may sell, possess, use or discharge any fireworks within the city, except that the possession, use, and discharge of fireworks is permitted in conjunction with a

fireworks display as follows:

(1) A fireworks display sponsored and specifically approved by the common council, and conducted by or on behalf of the city; or

(2) Upon the granting of a fireworks display permit issued by the fire chief. Such permit may be issued by the fire chief at the fire chief's discretion, but only if the applicant meets the following requirements:

a. Every application shall be made no less than 14 calendar days prior to the proposed display. The fire chief or their designee may accept complete applications less than 14 calendar days prior to a proposed fireworks display event upon a showing of hardship, as determined by the fire chief or their designee.

b. Each applicant shall provide a certificate of liability insurance evidencing minimum limits of $2,000,000.00 coverage per person for personal injury and not less than $1,000,000.00 for property damage per occurrence for bodily injury and property damage and naming the City of Sheboygan and the property owner, if different, as additional insureds. Such certificate shall be issued by an insurance company approved and licensed by the state office of the commissioner of insurance to do business in the state.

c. Each applicant shall submit a clear and readable copy of a valid and current department of the treasury, bureau of alcohol, tobacco and firearms license/permit (issued under 18 USC ch. 40) held by the fireworks company or the license applicant conducting the display.

d. Each application shall include a clear description of the intended site and plan for the display including:

1. The name of the property owner;
2. The sponsor of the display;
3. The mailing address and telephone number of applicant;
4. The name of person in charge of the display;
5. The name of the fireworks company conducting the display;
6. The date and time storage and possession of fireworks will begin and end;
7. The name and telephone number of person responsible for the site while fireworks are present;
8. A site layout pursuant to NFPA 1123;
9. A current color site map with an overlay of the exact location planned of the grounds on which the display is to be held showing the exact point at which the fireworks are to be discharged, the locations of all buildings, streets, trees, overhead public utility lines or overhead obstructions within 500 yards of the point of discharge and an adequate clear area indicating the lines behind which the public will be restrained;
10. Specification of the date and time the display will begin and end; and
11. A complete listing of the number and type of all fireworks to

be in possession at the site and the number and type to be discharged on the date and time specified in the permit application.

e. Each application shall be accompanied by payment of a permit fee in the amount ~~$150.00~~as listed on the city's consolidated fee schedule and an agreement to pay the actual cost of public safety services provided by the city as determined by the fire chief and the police chief. The chiefs shall provide an estimate of the costs within 14 days of receipt of a completed fireworks display permit application.

(b) Subsection (a) of this section does not apply to:

(1) The possession or use of explosives in accordance with rules or general orders of the state department of commerce.
(2) The disposal of hazardous substances in accordance with rules adopted by the department of natural resources.
(3) The possession or use of explosive or combustible materials in any manufacturing process.
(4) The possession or use of explosive or combustible materials in connection with classes conducted by educational institutions.
(5) A possessor or manufacturer of explosives in possession of a license or permit under 18 USC 841 through 848 if the possession of the fireworks is authorized under the license or permit.
(6) The possession of fireworks while directly transporting the fireworks to a city, town or village where the possession of the fireworks is authorized by permit or ordinance.

(Code 1975, § 26-18(b), (c)(2); Code 1997, § 50-698; Ord. No. 34-04-05, § 11, 10-18-2004; Ord. No. 48-06-07, § 1, 11-20-2006)

SECTION 42: **AMENDMENT** "Sec 24-154 Exceptions" of the Sheboygan Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

Sec 24-154 Exceptions

Open burning is prohibited with the following exceptions:

(a) Fires set by the fire department for practice or instruction of firefighters, instructing the public or testing firefighting equipment.
(b) Practice fires, set by fire brigades, as defined by 29 CFR 1910.155(18), that satisfy all of the requirements of 29 CFR 1910.156 or hazardous materials response teams that satisfy all of the requirements of 29 CFR 1910.120, subject to the following:
(1) Fires may be set for hand fire extinguisher training only.

(2) The fire must be set on the property of the fire brigade or hazardous materials response team, in a container constructed of a noncombustible material, not exceeding one foot in height or eight cubic feet in volume, and the fire may be located no closer than 20 feet from any building, structure or combustible material.

(3) No fire under this subsection (b) may be set between the hours of 5:00 p.m. and 7:00 a.m.

(4) Notification of the proposed training fire shall be made to the chief of the fire department at least 24 hours in advance on a form prescribed by the department.

(c) Fires set by fire or law enforcement personnel for the purpose of burning explosives or dangerous material for which there is no other safe means of disposal.

(d) Fires set for the purpose of land restoration (including but not limited to the removal of invasive species), preparation for redevelopment, and burning of leaves in cemeteries, subject to the following conditions:

(1) The individual or entity responsible for setting and controlling the fire must obtain a Prescribed Burn Permit from the fire department. When the permit is requested by an entity other than an individual, the permit application shall include the name of a responsible party legally authorized by the entity to communicate with representatives of the fire department and make decisions related to the permit. The permit application shall include the name, address, telephone number, and email address of the individual applying for the permit or of the responsible party. The fee for such a permit shall be $75.00 and shall be paid prior to issuance of the permit. The fire chief may, at his discretion, waive the permit fee for governmental entities and subdivisions.

(2) The fire chief or designee may withdraw a Prescribed Burn Permit or modify the terms of the permit (including limiting the time or conditions for burning) at any time after initial approval or issuance. Said withdrawal or modification will be effective immediately upon notification in writing to the individual or responsible party named in the permit. An email communication to the email address listed on the permit application is sufficient notice under this subsection. Any withdrawal or modification pursuant to this subsection shall be at the complete discretion of the fire chief or designee.

(3) Notwithstanding the issuance of a permit pursuant to this subsection, no fires shall be permitted on any day when the DNR fire danger for Sheboygan County is at High or above.

(4) The fire chief or designee may order any fire started under this subsection to be extinguished immediately at any time that the chief or designee deems the community to be at risk from the fire.

(e) Fires set for outdoor cooking with the following exceptions:

(1) Wood or other nonexplosive fuel may be burned for the purpose of cooking or preparing foods, subject to the following conditions:

a. fires must be under constant supervision;

b. fires are prohibited on any balcony or deck or under any overhanging portion of any structure;

c. fires are prohibited at any location closer than ten feet from any structure;

d. fires shall be contained within a substantial burner built of metal, concrete, or brick as approved by the fire chief or designee.

e. burners shall be used in accordance with the manufacturer's specifications and the requirements of this section.

(2) Propane-fueled appliances and burners may be used subject to the following exceptions:

a. such appliances and burners shall not be used above the first-floor level of any building or structure, including any porch or deck;

b. use of such appliances and burners is permitted on porches and decks provided that the deck is at the first-floor level, is no closer than five feet to the main structure or any combustible materials, and the burner is not located under any overhanging portion of the structure, including balconies or decks;

c. such appliances and burners shall be pre-manufactured and not homemade, and shall be installed and used in accordance with the manufacturer's specifications and the requirements of this section.

(3) Natural gas outdoor cooking appliances may be used subject to the following exceptions:

a. such cooking appliances shall not be used above the first-floor level of any building or structure, including any porch or deck;

b. use of such cooking appliances is permitted on porches and decks provided that the deck is at the first-floor level, is no closer than five feet to the main structure or any combustible materials, and the burner is not located under any overhanging portion of the structure, including balconies or decks;

c. such cooking appliances shall be pre-manufactured and not homemade, and shall be installed and used in accordance with the manufacturer's specifications and the requirements of this section.

(4) Other cooking devices, including hibachis, grills, electric grills, and similar devices used for cooking may be used subject to the following exceptions:

a. such cooking devices shall not be used above the first-floor level of any building or structure, including any porch or deck unless:

1. the porch or deck is protected by an approved sprinkler system, or
2. all exposed exterior construction materials and surfaces of the building or structure are constructed with non-combustible materials.

b. use of such cooking devices is permitted on porches and decks provided that the deck is at the first-floor level, is no closer than five feet to the main structure or any combustible materials, and the burner is not located under any overhanging portion of the structure, including balconies or decks, so long as

1. the porch or deck is protected by an approved sprinkler system, or
2. all exposed exterior construction materials and surfaces of the building or structure are constructed with non-combustible materials.

c. such cooking appliances shall be pre-manufactured and not homemade, and shall be installed and used in accordance with the manufacturer's specifications and the requirements of this section.

(5) The fire chief or designee is authorized to issue exceptions to the provisions of this subsection on a case-by-case basis. Any such exception shall be at the discretion of the chief or designee, and issued in writing. No right to any such exception is created by the provisions of this subsection.

(f) Recreational bonfires on private property may be set with the following conditions:

(1) Recreational bonfires shall be used solely for recreation and roasting.
(2) Recreational bonfires shall be contained in a fire ring constructed of brick, stone, or metal which is no larger than 36 inches outside diameter and which extends upward a minimum of six inches above the landscaped ground level.
(3) Recreational bonfires shall be no closer than ten feet to any building, structure, lumber, wooden fence, woodpile, trees, or vegetation which may pose a fire risk.
(4) Recreational bonfires may only be maintained between 12:00 noon and 10:00 p.m., except that on Fridays and Saturdays, and on Sundays preceding a Monday on which falls a federal or state holiday, the time limit shall be between 12:00 noon and 12:00 midnight.
(5) Recreational bonfires shall be under constant supervision.
(6) Fuel for recreational bonfires shall consist only of clean, dry wood.
(7) Recreational bonfires shall not be ignited with or contain any flammable or combustible liquids.
(8) Material for bonfires may not include rubbish, garbage, trash, pallets, furniture, ormaterial made or coated with rubber, plastic, leather or petroleum-based materials.
(9) The maximum height of the materials being burned shall not exceed 18 inches.
(10) A means to extinguish the recreational bonfire must be readily available and be capable of extinguishing and controlling the fire.
(11) Any pre-manufactured portable device or burner used to contain a recreational bonfire shall be operated in accordance with the manufacturer's specifications and the regulations in this subsection (f).
(12) Any pre-manufactured portable device used to simulate a bonfire or provide heat without an open flame (including but not limited to propane or natural gas fueled fire tables, patio heaters, or similar devices) may be used on decks or porches provided they are no closer than five feet from the structure and substantial combustibles. All such portable devices shall be pre-manufactured and shall be installed in accordance with the manufacturer’s specifications and

the requirements of this section.

(g) Recreational bonfires in city parks and on city-owned property may be set with the following conditions:

(1) The bonfires shall be used solely for recreation and roasting.

(2) With the exception of the city-installed fire rings located in Deland Park and on North Beach, no person shall set, maintain, or be present with a recreational bonfire in a city park or on city-owned permit unless a permit has been issued for the fire by the fire department in conjunction with an event permit or a park rental permit issued by the department of public works.

(3) With the exception of the city-installed fire rings located in Deland Park and on North Beach, recreational bonfires in city parks and on city-owned property shall be contained in a a portable pre-manufactured device that is operated as designed by the manufacturer, which is no larger than 36 inches in diameter and extends upward a minimum of six inches above the landscaped ground level.

(4) Recreational bonfires in city parks and on city-owned property shall be no closer than ten feet to any structure, trees, or vegetation which may pose a fire risk.

(5) Recreational bonfires in city parks and on city-owned property may only be maintained during hours when the park is open, and in no case shall a fire be allowed after 10:00 p.m.

(6) Recreational bonfires in city parks and on city-owned property shall be properly extinguished at the end of the activities.

(7) No person shall start, maintain, or be present with a recreational bonfire in a city park or on city-owned property unless the bonfire is under constant supervision by an adult.

(8) Fuel for recreational bonfires in city parks and on city-owned property shall consist only of clean, dry wood; may not include rubbish, garbage, trash, pallets, furniture, or any material made or coated with rubber, plastic, leather or petroleum-based materials;and may not contain any flammable or combustible liquids.

(9) The maximum height of the materials being burned for bonfires shall not exceed 18 inches above grade or the landscape.

(10) A means to extinguish the recreational bonfire must be readily available and be capable of extinguishing and controlling the fire.

(11) Upon extinguishing a recreational bonfire in a city park or on city-owned property, the permittee (or the person responsible for the fire if there is no permit required) shall properly dispose of the ashes in a park ash barrel or remove the ashes using the portable pre-manufactured device. Said permittee or responsible person shall ensure that the site of the bonfire us restored to its pre-bonfire condition before leaving the site. Any extra clean-up or expense incurred by the city as a result of such a recreational bonfire shall be the responsibility of the permittee or responsible person. Failure to pay such costs upon receiving an invoice is a violation of this section.

Notwithstanding this section, fires may be permitted pursuant to section 40-60 of this Code.

(h) Open burning will be allowed for small open flames for welding, acetylene torches, safety flares, heating tar or similar applications.

(i) At no time shall the smoke or heat created by burning under subsections (b), (d), (e), (f), and (g) of this section be an annoyance or discomfort to the neighborhood or the traveling public. Any such fire may be ordered extinguished by any firefighter or police officer. Failure to immediately extinguish a fire under this subsection is aviolation of this section.

(j) A bonfire may be allowed at officially sponsored activities of civic, educational, and religious organizations located within the city, subject to the following conditions:

(1) Any bonfire occurring on property other than private property shall require a special events permit issued by the City of Sheboygan.

(2) Regardless of location, a bonfire under this subsection shall require a bonfire permit issued by the Sheboygan Fire Department.

(3) Four responsible adult employees, officers, or officials of the sponsoring organizations must be present at all times to supervise the bonfire.

(4) The location of the bonfire shall be no closer than 50 feet to any structure, tree or shrub.

(5) A bonfire under this subsection shall not be more than ten feet in diameter.

(6) The fuel load for the bonfire may not consist of any material other than clean, nontreated lumber or firewood. Flammable or combustible liquids shall not be used on the fire.

(7) The height of the fuel load for a bonfire under this subsection shall not exceed ten feet.

(8) A means to extinguish the bonfire must be readily available and be capable of extinguishing and controlling the fire.

(9) A bonfire under this subsection shall be properly extinguished at the end of the activities, but in any event, no later than 10:00 p.m. and in compliance with any more restrictive ordinance, regulation, or statute.

(10) After a bonfire under this subsectionis extinguished, but before the supervisors provided for in subsection (j)(3) above leave the bonfire, the area shall be made safe as to not present a hazard to the community.

(11) The site of any bonfire on public land shall be restored to its pre-bonfire condition within 24 hours of extinguishing the fire.

(12) No bonfire under this section shall be permitted unless the sponsor obtains a bonfire permit from the fire department no later thanthree business days prior to starting the bonfire.

(k) Fires in metal containers on the ice at the Harbor Centre Marina, during the winter season, provided the container is in good condition and located no closer than ten feet from any building, pier, dock or other structure.

(Code 1975, § 15-183; Code 1997, § 50-182; Ord. No. 94-99-00, § 1, 3-6-2000; Ord. No. 21-04-05, § 1, 7-6-2004; Ord. No. 89-06-07, § 3, 3-5-2007; Ord. No. 4-09-10, § 1, 6-15-2009)

AFTER AMENDMENT

Sec 24-154 Exceptions

Open burning is prohibited with the following exceptions:

(a) Fires set by the fire department for practice or instruction of firefighters, instructing the public or testing firefighting equipment.
(b) Practice fires, set by fire brigades, as defined by 29 CFR 1910.155(18), that satisfy all of the requirements of 29 CFR 1910.156 or hazardous materials response teams that satisfy all of the requirements of 29 CFR 1910.120, subject to the following:
    (1) Fires may be set for hand fire extinguisher training only.
    (2) The fire must be set on the property of the fire brigade or hazardous materials response team, in a container constructed of a noncombustible material, not exceeding one foot in height or eight cubic feet in volume, and the fire may be located no closer than 20 feet from any building, structure or combustible material.
    (3) No fire under this subsection (b) may be set between the hours of 5:00 p.m. and 7:00 a.m.
    (4) Notification of the proposed training fire shall be made to the chief of the fire department at least 24 hours in advance on a form prescribed by the department.
(c) Fires set by fire or law enforcement personnel for the purpose of burning explosives or dangerous material for which there is no other safe means of disposal.
(d) Fires set for the purpose of land restoration (including but not limited to the removal of invasive species), preparation for redevelopment, and burning of leaves in cemeteries, subject to the following conditions:
    (1) The individual or entity responsible for setting and controlling the fire must obtain a Prescribed Burn Permit from the fire department. When the permit is requested by an entity other than an individual, the permit application shall include the name of a responsible party legally authorized by the entity to communicate with representatives of the fire department and make decisions related to the permit. The permit application shall include the name, address, telephone number, and email address of the individual applying for the permit or of the responsible party. The fee for such a permit shall be ~~$75.00~~ as listed on the city's consolidated fee schedule and shall be paid prior to issuance of the permit. The fire chief may, at his discretion, waive the permit fee for governmental entities and subdivisions.
    (2) The fire chief or designee may withdraw a Prescribed Burn Permit or modify the terms of the permit (including limiting the time or conditions for burning) at any time after initial approval or issuance. Said withdrawal or modification will be effective immediately upon notification in writing to the individual or responsible party named in the permit. An email communication to the email address listed on the permit application is sufficient notice under this

subsection. Any withdrawal or modification pursuant to this subsection shall be at the complete discretion of the fire chief or designee.

(3) Notwithstanding the issuance of a permit pursuant to this subsection, no fires shall be permitted on any day when the DNR fire danger for Sheboygan County is at High or above.

(4) The fire chief or designee may order any fire started under this subsection to be extinguished immediately at any time that the chief or designee deems the community to be at risk from the fire.

(e) Fires set for outdoor cooking with the following exceptions:

(1) Wood or other nonexplosive fuel may be burned for the purpose of cooking or preparing foods, subject to the following conditions:

a. fires must be under constant supervision;

b. fires are prohibited on any balcony or deck or under any overhanging portion of any structure;

c. fires are prohibited at any location closer than ten feet from any structure;

d. fires shall be contained within a substantial burner built of metal, concrete, or brick as approved by the fire chief or designee.

e. burners shall be used in accordance with the manufacturer's specifications and the requirements of this section.

(2) Propane-fueled appliances and burners may be used subject to the following exceptions:

a. such appliances and burners shall not be used above the first-floor level of any building or structure, including any porch or deck;

b. use of such appliances and burners is permitted on porches and decks provided that the deck is at the first-floor level, is no closer than five feet to the main structure or any combustible materials, and the burner is not located under any overhanging portion of the structure, including balconies or decks;

c. such appliances and burners shall be pre-manufactured and not homemade, and shall be installed and used in accordance with the manufacturer's specifications and the requirements of this section.

(3) Natural gas outdoor cooking appliances may be used subject to the following exceptions:

a. such cooking appliances shall not be used above the first-floor level of any building or structure, including any porch or deck;

b. use of such cooking appliances is permitted on porches and decks provided that the deck is at the first-floor level, is no closer than five feet to the main structure or any combustible materials, and the burner is not located under any overhanging portion of the structure, including balconies or decks;

c. such cooking appliances shall be pre-manufactured and not homemade, and shall be installed and used in accordance with the manufacturer's specifications and the requirements of this section.

(4) Other cooking devices, including hibachis, grills, electric grills, and similar devices used for cooking may be used subject to the following exceptions:

a. such cooking devices shall not be used above the first-floor level of any building or structure, including any porch or deck unless:

1. the porch or deck is protected by an approved sprinkler system, or
2. all exposed exterior construction materials and surfaces of the building or structure are constructed with non-combustible materials.

b. use of such cooking devices is permitted on porches and decks provided that the deck is at the first-floor level, is no closer than five feet to the main structure or any combustible materials, and the burner is not located under any overhanging portion of the structure, including balconies or decks, so long as

1. the porch or deck is protected by an approved sprinkler system, or
2. all exposed exterior construction materials and surfaces of the building or structure are constructed with non-combustible materials.

c. such cooking appliances shall be pre-manufactured and not homemade, and shall be installed and used in accordance with the manufacturer's specifications and the requirements of this section.

(5) The fire chief or designee is authorized to issue exceptions to the provisions of this subsection on a case-by-case basis. Any such exception shall be at the discretion of the chief or designee, and issued in writing. No right to any such exception is created by the provisions of this subsection.

(f) Recreational bonfires on private property may be set with the following conditions:

(1) Recreational bonfires shall be used solely for recreation and roasting.
(2) Recreational bonfires shall be contained in a fire ring constructed of brick, stone, or metal which is no larger than 36 inches outside diameter and which extends upward a minimum of six inches above the landscaped ground level.
(3) Recreational bonfires shall be no closer than ten feet to any building, structure, lumber, wooden fence, woodpile, trees, or vegetation which may pose a fire risk.
(4) Recreational bonfires may only be maintained between 12:00 noon and 10:00 p.m., except that on Fridays and Saturdays, and on Sundays preceding a Monday on which falls a federal or state holiday, the time limit shall be between 12:00 noon and 12:00 midnight.
(5) Recreational bonfires shall be under constant supervision.
(6) Fuel for recreational bonfires shall consist only of clean, dry wood.
(7) Recreational bonfires shall not be ignited with or contain any flammable or combustible liquids.
(8) Material for bonfires may not include rubbish, garbage, trash, pallets, furniture, or material made or coated with rubber, plastic, leather or petroleum-

based materials.

(9) The maximum height of the materials being burned shall not exceed 18 inches.

(10) A means to extinguish the recreational bonfire must be readily available and be capable of extinguishing and controlling the fire.

(11) Any pre-manufactured portable device or burner used to contain a recreational bonfire shall be operated in accordance with the manufacturer's specifications and the regulations in this subsection (f).

(12) Any pre-manufactured portable device used to simulate a bonfire or provide heat without an open flame (including but not limited to propane or natural gas fueled fire tables, patio heaters, or similar devices) may be used on decks or porches provided they are no closer than five feet from the structure and substantial combustibles. All such portable devices shall be pre-manufactured and shall be installed in accordance with the manufacturer’s specifications and the requirements of this section.

(g) Recreational bonfires in city parks and on city-owned property may be set with the following conditions:

(1) The bonfires shall be used solely for recreation and roasting.

(2) With the exception of the city-installed fire rings located in Deland Park and on North Beach, no person shall set, maintain, or be present with a recreational bonfire in a city park or on city-owned permit unless a permit has been issued for the fire by the fire department in conjunction with an event permit or a park rental permit issued by the department of public works.

(3) With the exception of the city-installed fire rings located in Deland Park and on North Beach, recreational bonfires in city parks and on city-owned property shall be contained in a a portable pre-manufactured device that is operated as designed by the manufacturer, which is no larger than 36 inches in diameter and extends upward a minimum of six inches above the landscaped ground level.

(4) Recreational bonfires in city parks and on city-owned property shall be no closer than ten feet to any structure, trees, or vegetation which may pose a fire risk.

(5) Recreational bonfires in city parks and on city-owned property may only be maintained during hours when the park is open, and in no case shall a fire be allowed after 10:00 p.m.

(6) Recreational bonfires in city parks and on city-owned property shall be properly extinguished at the end of the activities.

(7) No person shall start, maintain, or be present with a recreational bonfire in a city park or on city-owned property unless the bonfire is under constant supervision by an adult.

(8) Fuel for recreational bonfires in city parks and on city-owned property shall consist only of clean, dry wood; may not include rubbish, garbage, trash, pallets, furniture, or any material made or coated with rubber, plastic, leather or petroleum-based materials;and may not contain any flammable or

combustible liquids.

(9) The maximum height of the materials being burned for bonfires shall not exceed 18 inches above grade or the landscape.

(10) A means to extinguish the recreational bonfire must be readily available and be capable of extinguishing and controlling the fire.

(11) Upon extinguishing a recreational bonfire in a city park or on city-owned property, the permittee (or the person responsible for the fire if there is no permit required) shall properly dispose of the ashes in a park ash barrel or remove the ashes using the portable pre-manufactured device. Said permittee or responsible person shall ensure that the site of the bonfire us restored to its pre-bonfire condition before leaving the site. Any extra clean-up or expense incurred by the city as a result of such a recreational bonfire shall be the responsibility of the permittee or responsible person. Failure to pay such costs upon receiving an invoice is a violation of this section.

Notwithstanding this section, fires may be permitted pursuant to section 40-60 of this Code.

(h) Open burning will be allowed for small open flames for welding, acetylene torches, safety flares, heating tar or similar applications.

(i) At no time shall the smoke or heat created by burning under subsections (b), (d), (e), (f), and (g) of this section be an annoyance or discomfort to the neighborhood or the traveling public. Any such fire may be ordered extinguished by any firefighter or police officer. Failure to immediately extinguish a fire under this subsection is aviolation of this section.

(j) A bonfire may be allowed at officially sponsored activities of civic, educational, and religious organizations located within the city, subject to the following conditions:

(1) Any bonfire occurring on property other than private property shall require a special events permit issued by the City of Sheboygan.

(2) Regardless of location, a bonfire under this subsection shall require a bonfire permit issued by the Sheboygan Fire Department.

(3) Four responsible adult employees, officers, or officials of the sponsoring organizations must be present at all times to supervise the bonfire.

(4) The location of the bonfire shall be no closer than 50 feet to any structure, tree or shrub.

(5) A bonfire under this subsection shall not be more than ten feet in diameter.

(6) The fuel load for the bonfire may not consist of any material other than clean, nontreated lumber or firewood. Flammable or combustible liquids shall not be used on the fire.

(7) The height of the fuel load for a bonfire under this subsection shall not exceed ten feet.

(8) A means to extinguish the bonfire must be readily available and be capable of extinguishing and controlling the fire.

(9) A bonfire under this subsection shall be properly extinguished at the end of the activities, but in any event, no later than 10:00 p.m. and in compliance with any more restrictive ordinance, regulation, or statute.

(10) After a bonfire under this subsectionis extinguished, but before the supervisors provided for in subsection (j)(3) above leave the bonfire, the area shall be made safe as to not present a hazard to the community.
(11) The site of any bonfire on public land shall be restored to its pre-bonfire condition within 24 hours of extinguishing the fire.
(12) No bonfire under this section shall be permitted unless the sponsor obtains a bonfire permit from the fire department no later thanthree business days prior to starting the bonfire.

(k) Fires in metal containers on the ice at the Harbor Centre Marina, during the winter season, provided the container is in good condition and located no closer than ten feet from any building, pier, dock or other structure.

(Code 1975, § 15-183; Code 1997, § 50-182; Ord. No. 94-99-00, § 1, 3-6-2000; Ord. No. 21-04-05, § 1, 7-6-2004; Ord. No. 89-06-07, § 3, 3-5-2007; Ord. No. 4-09-10, § 1, 6-15-2009)

SECTION 43: **AMENDMENT** "Sec 50-36 Delinquent Tax Returns" of the Sheboygan Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

Sec 50-36 Delinquent Tax Returns

Delinquent tax returns shall be subject to a $25.00 late filing fee. The tax imposed by this article is delinquent if not paid on the last day of the month succeeding the calendar quarter for which the tax was imposed.

(Code 1997, § 114-43)

AFTER AMENDMENT

Sec 50-36 Delinquent Tax Returns

Delinquent tax returns shall be subject to a ~~$25.00~~ late filing fee as listed on the city's consolidated fee schedule. The tax imposed by this article is delinquent if not paid on the last day of the month succeeding the calendar quarter for which the tax was imposed.

(Code 1997, § 114-43)

SECTION 44: **<u>AMENDMENT</u>** "Sec 50-32 Permit Required; Suspension And Revocation" of the Sheboygan Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

Sec 50-32 Permit Required; Suspension And Revocation

(a) Every operator under this article shall file with the finance director/treasurer an application for a permit for each place of business that is required to collect room tax hereunder. Every application for a permit shall be made upon a form prescribed by the city and shall set forth the name under which the applicant transacts or intends to transact business, the location of the applicant's place of business, and such other information as the city requires. The application shall be signed by the owner if a sole proprietor and, if not a sole proprietor, by the person authorized to act on behalf of such sellers. At the time of making an application, the applicant shall pay the city an initial fee of $100.00, and annually thereafter, for each permit. A permit issued hereunder is non-transferable. The permit shall be renewed each year by July 1.

(b) After compliance with subsection (a) of this section, the city clerk shall issue a separate permit to each applicant for each place of business within the city. Such permit is not assignable and is valid only for the person in whose name it is issued and for the transaction of business at the place designated therein. The city clerk shall issue the permit no later than 45 days after application. If the application for a permit is denied, the applicant shall be given written notice of the reasons for denial and shall be given an opportunity to be heard thereon. If the applicant desires a public hearing, the applicant shall file a written request therefor with the city clerk. The law and licensing committee of the common council shall hold a public hearing thereon no later than 30 days following filing of the request for hearing.

(c) Any permit issued under this article may be suspended or revoked by the common council for a violation of any provision of this article. The permittee shall be given notice of the reasons for the suspension or revocation and opportunity to be heard before the law and licensing committee of the common council for the purpose of determining whether such suspension shall be imposed or whether the permit shall be revoked. Upon sworn, written complaint of the finance director/treasurer filed with the city clerk's office alleging that a person holding a permit under this article has violated this article, the common council shall issue a summons signed by the clerk and directed to any peace officer in the city. The summons shall command the permittee complained of to appear before the law and licensing committee of the common council on a day and place named in the summons, not less than three days and not more than ten days from the date of issuance and show cause why the permit should not be revoked or suspended. The summons and a copy of the complaint shall be served on the permittee at least three days before the time at which the permittee is commanded to appear. Service shall be in the manner provided under Wis. Stats. ch. 801 for service in civil actions in circuit court.

(d) If the permittee does not appear as required by the summons, the allegations of the complaint shall be taken as true; and if the common council or a designated committee of the council finds the allegations sufficient, the permit shall be revoked. The city clerk shall give notice of the revocation to the person whose permit is revoked. If the permittee appears as required by the summons and denies the complaint, both the complainant and the permittee may produce witnesses, cross examine witnesses and be represented by counsel. The permittee shall be provided a written transcript of the hearing at the permittee's expense, upon request. If, upon the hearing, the law and licensing committee of the common council finds the complaint to be true, the permit shall either be suspended or revoked. The city clerk shall give notice of the suspension or revocation to the person whose permit is suspended or revoked. If the law and licensing committee of the common council finds the complaint untrue, the proceeding shall be dismissed without cost to the accused. Upon suspension or revocation, the permittee shall surrender the permit to the city clerk's office.

(e) The city clerk shall not issue a new permit during any period of suspension or revocation or to any applicant who is in noncompliance with this article.

(Code 1997, § 114-39)

AFTER AMENDMENT

Sec 50-32 Permit Required; Suspension And Revocation

(a) Every operator under this article shall file with the finance director/treasurer an application for a permit for each place of business that is required to collect room tax hereunder. Every application for a permit shall be made upon a form prescribed by the city and shall set forth the name under which the applicant transacts or intends to transact business, the location of the applicant's place of business, and such other information as the city requires. The application shall be signed by the owner if a sole proprietor and, if not a sole proprietor, by the person authorized to act on behalf of such sellers. At the time of making an application, the applicant shall pay the city an initial fee ~~of $100.00~~ as listed on the city's consolidated fee schedule, and annually thereafter, for each permit. A permit issued hereunder is non-transferable. The permit shall be renewed each year by July 1.

(b) After compliance with subsection (a) of this section, the city clerk shall issue a separate permit to each applicant for each place of business within the city. Such permit is not assignable and is valid only for the person in whose name it is issued and for the transaction of business at the place designated therein. The city clerk shall issue the permit no later than 45 days after application. If the application for a permit is denied, the applicant shall be given written notice of the reasons for denial and shall be given an opportunity to be heard thereon. If the applicant desires a public hearing, the applicant shall file a written request therefor with the city clerk. The law and licensing committee of the common council shall hold a public hearing thereon no later than 30 days following filing of the request for hearing.

(c) Any permit issued under this article may be suspended or revoked by the common

council for a violation of any provision of this article. The permittee shall be given notice of the reasons for the suspension or revocation and opportunity to be heard before the law and licensing committee of the common council for the purpose of determining whether such suspension shall be imposed or whether the permit shall be revoked. Upon sworn, written complaint of the finance director/treasurer filed with the city clerk's office alleging that a person holding a permit under this article has violated this article, the common council shall issue a summons signed by the clerk and directed to any peace officer in the city. The summons shall command the permittee complained of to appear before the law and licensing committee of the common council on a day and place named in the summons, not less than three days and not more than ten days from the date of issuance and show cause why the permit should not be revoked or suspended. The summons and a copy of the complaint shall be served on the permittee at least three days before the time at which the permittee is commanded to appear. Service shall be in the manner provided under Wis. Stats. ch. 801 for service in civil actions in circuit court.

(d) If the permittee does not appear as required by the summons, the allegations of the complaint shall be taken as true; and if the common council or a designated committee of the council finds the allegations sufficient, the permit shall be revoked. The city clerk shall give notice of the revocation to the person whose permit is revoked. If the permittee appears as required by the summons and denies the complaint, both the complainant and the permittee may produce witnesses, cross examine witnesses and be represented by counsel. The permittee shall be provided a written transcript of the hearing at the permittee's expense, upon request. If, upon the hearing, the law and licensing committee of the common council finds the complaint to be true, the permit shall either be suspended or revoked. The city clerk shall give notice of the suspension or revocation to the person whose permit is suspended or revoked. If the law and licensing committee of the common council finds the complaint untrue, the proceeding shall be dismissed without cost to the accused. Upon suspension or revocation, the permittee shall surrender the permit to the city clerk's office.

(e) The city clerk shall not issue a new permit during any period of suspension or revocation or to any applicant who is in noncompliance with this article.

(Code 1997, § 114-39)

SECTION 45: **<u>AMENDMENT</u>** “Sec 44-59 Fees” of the Sheboygan Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

Sec 44-59 Fees

(a) Permit fees to be paid by the applicant prior to issuance of a permit required by this article shall be based on the following schedule:

(1) Nonprojecting signs, poster panels, billboards or signboards erected, posted or painted on any premises:
    a. Less than 75 square feet in area: $15.00.
    b. 75 to 150 square feet in area: $30.00.
    c. More than 150 square feet in area, per square foot: $0.20.
    d. Billboards:
        1. Single-face not more than 288 square feet: $50.00.
        2. Single-face 289 to 500 square feet: $200.00.
        3. Single-face back-to-back, one structure with neither panel larger than 288 square feet: $75.00.
        4. Single-face side by side, one structure, not wall mounted, with neither panel larger than 288 square feet: $75.00.
        5. Single-face stacked or decked, one structure, not wall mounted, with neither panel larger than 288 square feet: $75.00.
        6. All other billboards:
            i. Per square foot, per panel: $0.20.
            ii. Per square foot, per second panel on the same structure: $0.10.

(2) Signs projecting over sidewalks, public streets or public alleys:
    a. Per square foot: $0.40.
    b. Minimum fee: $20.00.

(3) Annual fee for projecting signs, to be paid on July 1:
    a. Not exceeding 20 square feet in area: $20.00.
    b. Exceeding 20 square feet in area: $40.00.

(b) All fees collected by the building inspector shall be paid to the finance director/treasurer and credited to the general fund.

(c) Fees for electrical work on signs shall be according to the rules of the electrical code in addition to the fees in this section.

(d) This section shall not apply to any sign or advertising painted upon the wall of a building or to letters or numbers painted or attached to a window or to any poster or picture placed in a window.

(Code 1975, § 9-102; Code 1997, § 98-37; Ord. No. 41-01-02, § 6, 10-15-2001)

AFTER AMENDMENT

Sec 44-59 Fees

(a) Permit fees to be paid by the applicant prior to issuance of a permit required by this article shall be based on the following schedule:

(1) Nonprojecting signs, poster panels, billboards or signboards erected, posted or painted on any premises:
    a. Less than 75 square feet in area: ~~$15.00~~as listed on the city's consolidated fee schedule.

b. 75 to 150 square feet in area: ~~$30.00~~as listed on the city's consolidated fee schedule.
c. More than 150 square feet in area, per square foot: ~~$0.20~~as listed on the city's consolidated fee schedule.
d. Billboards:
1. Single-face not more than 288 square feet: ~~$50.00~~as listed on the city's consolidated fee schedule.
2. Single-face 289 to 500 square feet: ~~$200.00~~as listed on the city's consolidated fee schedule.

3. Single-face back-to-back, one structure with neither panel larger than 288 square feet: ~~$75.00~~as listed on the city's consolidated fee schedule.
4. Single-face side by side, one structure, not wall mounted, with neither panel larger than 288 square feet: ~~$75.00~~as listed on the city's consolidated fee schedule.
5. Single-face stacked or decked, one structure, not wall mounted, with neither panel larger than 288 square feet: ~~$75.00~~as listed on the city's consolidated fee schedule.
6. All other billboards:
i. Per square foot, per panel:~~: $0.20.~~ as listed on the city's consolidated fee schedule.
ii. Per square foot, per second panel on the same structure: ~~$0.10~~as listed on the city's consolidated fee schedule.

(2) Signs projecting over sidewalks, public streets or public alleys:
a. Per square foot: ~~$0.40~~as listed on the city's consolidated fee schedule.
b. Minimum fee: ~~$20.00~~as listed on the city's consolidated fee schedule.

(3) Annual fee for projecting signs, to be paid on July 1:
a. Not exceeding 20 square feet in area: ~~$20.00~~as listed on the city's consolidated fee schedule.
b. Exceeding 20 square feet in area: ~~$40.00~~as listed on the city's consolidated fee schedule.

(b) All fees collected by the building inspector shall be paid to the finance director/treasurer and credited to the general fund.
(c) Fees for electrical work on signs shall be according to the rules of the electrical code in addition to the fees in this section.
(d) This section shall not apply to any sign or advertising painted upon the wall of a building or to letters or numbers painted or attached to a window or to any poster or picture placed in a window.

(Code 1975, § 9-102; Code 1997, § 98-37; Ord. No. 41-01-02, § 6, 10-15-2001)

SECTION 46: **<u>AMENDMENT</u>** "Sec 20-114 Fire Alarm Connection Agreement" of the Sheboygan Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

Sec 20-114 Fire Alarm Connection Agreement

(a) *Required*. Every fire alarm user who has been approved by the supervisor of the city public safety communications center for connection to the city public safety communications center panel shall be required to complete a city public safety communications center alarm agreement.

(b) *Application*. A fire alarm user shall complete a fire alarm connection agreement which shall be furnished by the supervisor of the city public safety communications center. The agreement shall be completed in quadruplicate with copies forwarded to the following:
   (1) The owner or premises on which an approved alarm system is installed;
   (2) The alarm company servicing the system;
   (3) The city public safety communications center; and
   (4) The city finance director/treasurer.

(c) *Alarm agreement contents*. Alarm agreements shall contain the following:
   (1) Name, address and telephone number of the applicant/owner of the approved facility;
   (2) Name, address and telephone number of the facility in which the fire alarm system has been or will be installed;
   (3) Type of system, i.e., automatic sprinkler, smoke detector, rate of rise, etc.;
   (4) Name, address, business telephone and emergency telephone number of the alarm business servicing the system; and
   (5) The name, address, telephone and pager telephone number of three authorized persons of the facility in which a fire alarm system is installed, who will respond to a fire alarm signal and are authorized to take responsibility for the fire alarm system and the facility in which such alarm is installed if the alarm system is deemed inoperable or out of service by the shift commander of the fire department.

(d) *Separate alarm agreements*. Separate fire alarm agreements are required for each system approved for connection to the city public safety communications center.

(e) *Fees*. An annual service fee of $500.00 shall be paid to the city finance director/treasurer by the individual alarm user for the monitoring of each of the individual's fire alarm systems connected to the city's public safety communications center panel.

(f) *Term; renewal*. Each alarm agreement shall be valid for the calendar year in which issued and shall be renewed by January 1 of each year. Alarm user fees shall be prorated on a monthly basis or any portion thereof; unused portions of fees shall be refundable. Receipt of the annual payment by the city finance director/treasurer will be

deemed an automatic renewal of the alarm agreement already on file.

(Code 1975, § 13.6-6; Code 1997, § 50-629)

AFTER AMENDMENT

Sec 20-114 Fire Alarm Connection Agreement

(a) *Required*. Every fire alarm user who has been approved by the supervisor of the city public safety communications center for connection to the city public safety communications center panel shall be required to complete a city public safety communications center alarm agreement.

(b) *Application*. A fire alarm user shall complete a fire alarm connection agreement which shall be furnished by the supervisor of the city public safety communications center. The agreement shall be completed in quadruplicate with copies forwarded to the following:

(1) The owner or premises on which an approved alarm system is installed;
(2) The alarm company servicing the system;
(3) The city public safety communications center; and
(4) The city finance director/treasurer.

(c) *Alarm agreement contents*. Alarm agreements shall contain the following:

(1) Name, address and telephone number of the applicant/owner of the approved facility;
(2) Name, address and telephone number of the facility in which the fire alarm system has been or will be installed;
(3) Type of system, i.e., automatic sprinkler, smoke detector, rate of rise, etc.;
(4) Name, address, business telephone and emergency telephone number of the alarm business servicing the system; and
(5) The name, address, telephone and pager telephone number of three authorized persons of the facility in which a fire alarm system is installed, who will respond to a fire alarm signal and are authorized to take responsibility for the fire alarm system and the facility in which such alarm is installed if the alarm system is deemed inoperable or out of service by the shift commander of the fire department.

(d) *Separate alarm agreements*. Separate fire alarm agreements are required for each system approved for connection to the city public safety communications center.

(e) *Fees*. An annual service fee ~~of $500.00~~ as listed on the city's consolidated fee schedule shall be paid to the city finance director/treasurer by the individual alarm user for the monitoring of each of the individual's fire alarm systems connected to the city's public safety communications center panel.

(f) *Term; renewal*. Each alarm agreement shall be valid for the calendar year in which issued and shall be renewed by January 1 of each year. Alarm user fees shall be prorated on a monthly basis or any portion thereof; unused portions of fees shall be refundable. Receipt of the annual payment by the city finance director/treasurer will be deemed an automatic renewal of the alarm agreement already on file.

(Code 1975, § 13.6-6; Code 1997, § 50-629)

SECTION 47: **AMENDMENT** "Sec 4-27 General Licensing Requirements" of the Sheboygan Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

Sec 4-27 General Licensing Requirements

No license may be issued to any person except as provided in Wis. Stats. § 125.01 et seq., and such license shall be in conformance with the following provisions:

(a) All applications for licenses to sell alcohol beverages, except licenses issued under section 4-72(h) for picnics or similar gatherings, shall be filed with the city clerk at least 15 days prior to the granting of a license.
(b) At the time an application to sell intoxicating liquor is filed with the city clerk, the applicant shall pay to the clerk the cost of publication as determined under Wis. Stats. § 985.08.
(c) Applications for licenses to sell alcohol beverages shall be made in writing on the form prescribed by law and shall be sworn to by the applicant as provided in Wis. Stats. § 887.01.
(d) Within ten days of any change in any fact set out in an application for a license to sell alcohol beverages, the licensee shall file with the city a written description of the changed fact.
(e) No person may sell, manufacture, rectify, brew or engage in any other activity for which this article provides a license, permit or other type of authorization without holding the appropriate license, permit or authorization issued under this article.
(f) No license shall be granted for operation on any premises or with any equipment upon which taxes or assessments or other financial claims of the city are delinquent and unpaid.
(g) The city clerk shall submit all applications for licenses under this article to the common council, except as provided for in sections 4-36(a), (d), and (e)(1), and 4-72(h).
(h) Opportunity shall be given by the common council or the proper committee thereof to any person to be heard for or against the granting of any license under this article. Upon the approval of the application by the common council, the city clerk shall, upon the filing by the applicant of a receipt showing the payment of the required licensee fee to the city finance director/treasurer, issue to the applicant a license. Each license shall be numbered in the order in which issued and shall specifically state the premises for which issued, the date of issuance, the fee paid and the name of the licensee.
(i) Every license issued pursuant to this article shall be posted, while in force, in a conspicuous place in the room or place where alcohol beverages are sold. No person shall post any license or be permitted to post the same upon premises other than those mentioned in the application or shall knowingly deface or destroy a license or permit

or remove the license or permit without the consent of the licensee.

(j) Whenever a license issued under the provisions of this article shall be lost or destroyed without fault on the part of the holder, a duplicate in lieu thereof, under the original application, shall be issued by the city clerk, upon satisfactory verification of that fact, on the payment of a fee of $10.00.

(Code 1975, § 4-2; Code 1997, § 10-31)

AFTER AMENDMENT

Sec 4-27 General Licensing Requirements

No license may be issued to any person except as provided in Wis. Stats. § 125.01 et seq., and such license shall be in conformance with the following provisions:

(a) All applications for licenses to sell alcohol beverages, except licenses issued under section 4-72(h) for picnics or similar gatherings, shall be filed with the city clerk at least 15 days prior to the granting of a license.
(b) At the time an application to sell intoxicating liquor is filed with the city clerk, the applicant shall pay to the clerk the cost of publication as determined under Wis. Stats. § 985.08.
(c) Applications for licenses to sell alcohol beverages shall be made in writing on the form prescribed by law and shall be sworn to by the applicant as provided in Wis. Stats. § 887.01.
(d) Within ten days of any change in any fact set out in an application for a license to sell alcohol beverages, the licensee shall file with the city a written description of the changed fact.
(e) No person may sell, manufacture, rectify, brew or engage in any other activity for which this article provides a license, permit or other type of authorization without holding the appropriate license, permit or authorization issued under this article.
(f) No license shall be granted for operation on any premises or with any equipment upon which taxes or assessments or other financial claims of the city are delinquent and unpaid.
(g) The city clerk shall submit all applications for licenses under this article to the common council, except as provided for in sections 4-36(a), (d), and (e)(1), and 4-72(h).
(h) Opportunity shall be given by the common council or the proper committee thereof to any person to be heard for or against the granting of any license under this article. Upon the approval of the application by the common council, the city clerk shall, upon the filing by the applicant of a receipt showing the payment of the required licensee fee to the city finance director/treasurer, issue to the applicant a license. Each license shall be numbered in the order in which issued and shall specifically state the premises for which issued, the date of issuance, the fee paid and the name of the licensee.
(i) Every license issued pursuant to this article shall be posted, while in force, in a conspicuous place in the room or place where alcohol beverages are sold. No person shall post any license or be permitted to post the same upon premises other than those mentioned in the application or shall knowingly deface or destroy a license or permit

or remove the license or permit without the consent of the licensee.

(j) Whenever a license issued under the provisions of this article shall be lost or destroyed without fault on the part of the holder, a duplicate in lieu thereof, under the original application, shall be issued by the city clerk, upon satisfactory verification of that fact, on the payment of a fee ~~of $10.00~~as listed on the city's consolidated fee schedule.

(Code 1975, § 4-2; Code 1997, § 10-31)

SECTION 48: **AMENDMENT** "Sec 4-33 Transfer Of Licenses And Permits" of the Sheboygan Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

Sec 4-33 Transfer Of Licenses And Permits

(a) *From place to place*. Every alcohol beverage license or permit may be transferred to another place or premises within the same municipality. An alcohol beverage warehouse permit under Wis. Stats. § 125.19, a winery permit under Wis. Stats. § 125.53 or an intoxicating liquor wholesaler's permit under Wis. Stats. § 125.54 may be transferred to another premises within the state. Transfers shall be made by the issuing authority upon payment of a fee of $10.00. No retail licensee, retail permittee, intoxicating liquor wholesaler or holder of a warehouse or winery permit is entitled to more than one transfer during the license or permit year.

(b) *From person to person*. Licenses to sell alcohol beverages may be transferred to persons other than the licensee if the licensee, or an applicant for a subsequently granted license, dies, becomes bankrupt or makes an assignment for the benefit of creditors during the license year or after filing the application. If a retail licensee becomes disabled, the municipality may, upon application, transfer the license to the licensee's spouse if that spouse may hold a license under section 4-28 and complies with all of the requirements under this article applicable to original applicants, except that the spouse is exempt from payment of the license fee for the year in which the transfer takes place. Upon the happening of any of the events under this subsection, the personal representative, the surviving spouse if a personal representative is not appointed, the trustee or the receiver may continue or sell or assign the business. If the business is sold or assigned, the license may be transferred to the successor owner or assignee at no charge if the successor:

(1) Complies with the requirements applicable to original applicants; and

(2) Is acceptable to the issuing authority and consent to the transfer is given by the issuing authority.

(Code 1975, § 4-8; Code 1997, § 10-38)

AFTER AMENDMENT

Sec 4-33 Transfer Of Licenses And Permits

(a) *From place to place*. Every alcohol beverage license or permit may be transferred to another place or premises within the same municipality. An alcohol beverage warehouse permit under Wis. Stats. § 125.19, a winery permit under Wis. Stats. § 125.53 or an intoxicating liquor wholesaler's permit under Wis. Stats. § 125.54 may be transferred to another premises within the state. Transfers shall be made by the issuing authority upon payment of a fee ~~of $10.00~~as listed on the city's consolidated fee schedule. No retail licensee, retail permittee, intoxicating liquor wholesaler or holder of a warehouse or winery permit is entitled to more than one transfer during the license or permit year.

(b) *From person to person*. Licenses to sell alcohol beverages may be transferred to persons other than the licensee if the licensee, or an applicant for a subsequently granted license, dies, becomes bankrupt or makes an assignment for the benefit of creditors during the license year or after filing the application. If a retail licensee becomes disabled, the municipality may, upon application, transfer the license to the licensee's spouse if that spouse may hold a license under section 4-28 and complies with all of the requirements under this article applicable to original applicants, except that the spouse is exempt from payment of the license fee for the year in which the transfer takes place. Upon the happening of any of the events under this subsection, the personal representative, the surviving spouse if a personal representative is not appointed, the trustee or the receiver may continue or sell or assign the business. If the business is sold or assigned, the license may be transferred to the successor owner or assignee at no charge if the successor:

(1) Complies with the requirements applicable to original applicants; and
(2) Is acceptable to the issuing authority and consent to the transfer is given by the issuing authority.

(Code 1975, § 4-8; Code 1997, § 10-38)

SECTION 49: **AMENDMENT** "Sec 58-85 Fees" of the Sheboygan Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

Sec 58-85 Fees

Fees for licenses issued under this article, for each year or fractional part thereof, are $25.00 for a business license, $10.00 per vehicle for vehicles licenses, and $17.00 for operator's licenses.

(Code 1997, § 130-142)

AFTER AMENDMENT

Sec 58-85 Fees

Fees for licenses issued under this article, for each year or fractional part thereof, ~~are $25.00~~ are as listed on the city's consolidated fee schedule for a business license, ~~$10.00~~ per vehicle for vehicles licenses as listed on the city's consolidated fee schedule, and ~~$17.00 for~~ operator's licenses as listed on the city's consolidated fee schedule.

(Code 1997, § 130-142)

SECTION 50: **AMENDMENT** "Sec 58-26 Issuance" of the Sheboygan Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

Sec 58-26 Issuance

(a) The city clerk is authorized to grant and issue the taxicab business license, taxicab vehicle license, or taxicab driver's license after consulting with the chief of police and the city attorney, or their designees and after the applicant has complied with all the requirements for the respective license under this article and, where applicable, if the applicant has not been convicted within the preceding ten years of a felony or within the preceding five years of a misdemeanor, statutory violation punishable by forfeiture or county or municipal ordinance violation in which the circumstances of the felony, misdemeanor or other offense substantially relates to the circumstances of the licensed activity.

(b) Beginning on January 1, 2014, the license year under this section shall commence on January 1 and shall end on December 31 of any year. To accommodate the date change, the license year that began on July 1, 2012, shall end on December 31, 2013.

(c) Upon grant of the license and payment of the required fee, the city clerk shall issue the appropriate license, which, for a taxicab driver's license, shall consist of a laminated photo identification card. A taxicab driver shall prominently display the photo identification card in a position visible to all passengers in the vehicle whenever operating a taxicab.

(d) The holder of a taxicab license shall obtain a suitable vehicle sticker from the city clerk's office for each taxicab, which must at all times be in a conspicuous place on the outside of the vehicle. No person shall affix or permit to be affixed the sticker to any vehicle except that for which it has been issued.

(e) Each vehicle in active taxicab service shall have a current schedule of applicable rates and charges posted in a position visible and legible to passengers.

(f) Provisional taxicab drivers' licenses shall be issued according to the following:

(1) The city clerk is authorized to issue a provisional taxicab driver's license to a person who has submitted an initial application for a taxicab driver's license under subsection (b) of this section, provided that, based upon the information

contained in the application and the applicant's contact history provided to the city clerk by the police department within two working days of the initial application, the person meets the qualifications in subsection (a) of this section for issuance of taxicab driver's licenses; and provided further that the person is in possession of a valid state motor vehicle operator's license and has not previously been denied a taxicab driver's license by the city.

(2) The fee for a provisional taxicab driver's license shall be $5.00, which shall be nonrefundable and shall not apply toward any other license under this article.

(3) A provisional taxicab driver's license shall expire 60 days after its issuance or when a license under this section is issued or denied to the holder, whichever is sooner.

(4) The city clerk may revoke the provisional license if the clerk discovers that the holder of the license made a false statement on the application.

(Code 1997, § 130-61; Ord. No. 56-07-08, § 1, 10-15-2007)

AFTER AMENDMENT

Sec 58-26 Issuance

(a) The city clerk is authorized to grant and issue the taxicab business license, taxicab vehicle license, or taxicab driver's license after consulting with the chief of police and the city attorney, or their designees and after the applicant has complied with all the requirements for the respective license under this article and, where applicable, if the applicant has not been convicted within the preceding ten years of a felony or within the preceding five years of a misdemeanor, statutory violation punishable by forfeiture or county or municipal ordinance violation in which the circumstances of the felony, misdemeanor or other offense substantially relates to the circumstances of the licensed activity.

(b) Beginning on January 1, 2014, the license year under this section shall commence on January 1 and shall end on December 31 of any year. To accommodate the date change, the license year that began on July 1, 2012, shall end on December 31, 2013.

(c) Upon grant of the license and payment of the required fee, the city clerk shall issue the appropriate license, which, for a taxicab driver's license, shall consist of a laminated photo identification card. A taxicab driver shall prominently display the photo identification card in a position visible to all passengers in the vehicle whenever operating a taxicab.

(d) The holder of a taxicab license shall obtain a suitable vehicle sticker from the city clerk's office for each taxicab, which must at all times be in a conspicuous place on the outside of the vehicle. No person shall affix or permit to be affixed the sticker to any vehicle except that for which it has been issued.

(e) Each vehicle in active taxicab service shall have a current schedule of applicable rates and charges posted in a position visible and legible to passengers.

(f) Provisional taxicab drivers' licenses shall be issued according to the following:

(1) The city clerk is authorized to issue a provisional taxicab driver's license to a

person who has submitted an initial application for a taxicab driver's license under subsection (b) of this section, provided that, based upon the information contained in the application and the applicant's contact history provided to the city clerk by the police department within two working days of the initial application, the person meets the qualifications in subsection (a) of this section for issuance of taxicab driver's licenses; and provided further that the person is in possession of a valid state motor vehicle operator's license and has not previously been denied a taxicab driver's license by the city.

(2) The fee for a provisional taxicab driver's license shall be ~~$5.00~~ as listed on the city's consolidated fee schedule, which shall be nonrefundable and shall not apply toward any other license under this article.

(3) A provisional taxicab driver's license shall expire 60 days after its issuance or when a license under this section is issued or denied to the holder, whichever is sooner.

(4) The city clerk may revoke the provisional license if the clerk discovers that the holder of the license made a false statement on the application.

(Code 1997, § 130-61; Ord. No. 56-07-08, § 1, 10-15-2007)

SECTION 51: **AMENDMENT** "Sec 58-23 Fees" of the Sheboygan Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

Sec 58-23 Fees

(a) The fee for a taxicab business license required by this division shall be $25.00 per year or any fractional part thereof. However, if application is made during the last half of any license year, the license fee shall be one-half of such amounts.

(b) The fee for a taxicab vehicle license required by this division shall be $10.00 per vehicle per year or fractional part thereof.

(c) The fee for a taxicab driver's license required by this division shall be $17.00 per year or fractional part thereof.

(Code 1997, § 130-58; Ord. No. 56-07-08, § 1, 10-15-2007)

AFTER AMENDMENT

Sec 58-23 Fees

(a) The fee for a taxicab business license required by this division shall be ~~$25.00~~ as listed on the city's consolidated fee schedule per year or any fractional part thereof. However, if application is made during the last half of any license year, the license fee shall be one-half of such amounts.

(b) The fee for a taxicab vehicle license required by this division shall be ~~$10.00~~ as listed on the city's consolidated fee schedule per vehicle per year or fractional part thereof.
(c) The fee for a taxicab driver's license required by this division shall be ~~$17.00~~ as listed on the city's consolidated fee schedule per year or fractional part thereof.

(Code 1997, § 130-58; Ord. No. 56-07-08, § 1, 10-15-2007)

SECTION 52: **AMENDMENT** "Sec 54-32 Application" of the Sheboygan Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

Sec 54-32 Application

(a) When application is made to the common council for the granting of a franchise, the person making the application shall deposit with the city clerk the sum of $200.00 to cover the costs of printing and other expenses the city may incur in considering the application.
(b) The balance of the application fee remaining after the payment of printing fees and other expenses shall be returned to the depositor of the fee.
(c) No application for a franchise shall be received or acted upon unless accompanied by payment of the application fee.

(Code 1975, § 40-76; Code 1997, § 122-132)

AFTER AMENDMENT

Sec 54-32 Application

(a) When application is made to the common council for the granting of a franchise, the person making the application shall deposit with the city clerk the sum ~~of $200.00~~as listed on the city's consolidated fee schedule to cover the costs of printing and other expenses the city may incur in considering the application.
(b) The balance of the application fee remaining after the payment of printing fees and other expenses shall be returned to the depositor of the fee.
(c) No application for a franchise shall be received or acted upon unless accompanied by payment of the application fee.

(Code 1975, § 40-76; Code 1997, § 122-132)

SECTION 53: **AMENDMENT** "Sec 4-36 Operators' Licenses" of the Sheboygan Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

Sec 4-36 Operators' Licenses

(a) The city clerk shall submit all applications for licenses under this article to the common council, except as provided for in subsections (a), (d), and (e)(1) of this section, and section 4-72(h).

(b) Operators' licenses issued under this section are valid only within the city.

(c) *Operator's license fee*.

(1) Except as provided in subsection (c)(2) of this section, the fee for an operator's license shall be $57.00, which shall include the city clerk's cost of producing the wallet size license card with photo and running a background check. The license card shall be carried by the licensee when engaged as a beverage operator and shall be produced upon demand by any police officer. Operators' licenses shall be valid for two years and shall expire on the second succeeding June 30.

(2) The fee for a restricted operator's license for a member of a club holding a retail "Class B" club license under section 4-105, valid only upon the club premises, shall be $25.00.

(d) *Temporary license*. The city clerk shall issue temporary operators' licenses under the terms of subsections (a) and (b) of this section, except:

(1) This license may be issued only to operators employed by or donating their services to nonprofit corporations.

(2) No person may hold more than one temporary operator's license per year.

(3) The license is valid for any period from one day to 14 days, and the period for which it is valid shall be stated on the license.

(4) The fee for a temporary operator's license shall be $15.00, which shall be nonrefundable and shall not apply toward any other operator's license under this section.

(5) Notwithstanding subsection (c) of this section, the procedure for licenses issued in accordance with this section for temporary operators' licenses shall be as follows: Upon application therefor, the city clerk shall submit such application to the common council. If the common council deems referral appropriate, the application shall be submitted to the license committee for further review. In all other cases, the common council may act to grant or deny issuance of such licenses. In situations where the temporary operator's license application is filed and time does not permit review by the common council, the city clerk shall have the authority to grant or deny the issuance of such license; provided, however, that in such case the license fee shall be $25.00, which shall be nonrefundable and shall not apply toward any other operator's license under this section.

(e) Provisional licenses shall be issued according to the following:

(1) The city clerk is authorized to issue a provisional operator's license to a person who has submitted an initial application for an operator's license under subsection (a) of this section, provided that, based upon the information

contained in the application, the person meets the qualifications in section 4-28 for issuance of licenses relating to alcohol beverages, and provided further that the person has not previously been denied an operator's license by the city.

(2) The fee for a provisional operator's license shall be $15.00 which shall be nonrefundable and shall not apply toward any other operator's license under this section.

(3) A provisional operator's license shall expire 60 days after its issuance or when a license under subsection (a) of this section is issued to the holder, whichever is sooner.

(4) The city clerk may revoke the provisional license if it is discovered that the holder of the license made a false statement on the application.

(f) A training course shall be completed by the applicant as follows:

(1) Except as provided in subsection (f)(2) of this section, the city shall not issue an operator's license unless the applicant has successfully completed a responsible beverage server training course at any location that is offered by a vocational, technical and adult education district and that conforms to curriculum guidelines specified by the state board of vocational, technical and adult education, or a comparable training course that is approved by the state educational approval board or unless the applicant fulfills one of the following requirements:

a. The person is renewing an operator's license;

b. Within the past two years, the person held a Class "A," "Class A" or "Class C" license or a Class "B" or "Class B" license or permit or a manager's or operator's license;

c. Within the past two years, the person has completed such a training course.

(2) The city clerk shall issue a provisional operator's license to a person who is enrolled in a training course under subsection (f)(1) of this section and who meets the standards established in subsection (e)(1) of this section for issuance of a provisional operator's license and pays the fee established in subsection (e)(2) of this section. The city clerk shall revoke that license if the applicant fails successfully to complete the course in which enrolled.

(3) The city may require applicants to purchase at cost materials that deal with relevant local subjects not covered in the course under subsection (f)(1) of this section.

(Code 1975, § 4-21; Code 1997, § 10-41; Ord. No. 55-99-00, § 1, 11-15-1999; Ord. No. 89-99-00, § 2, 1-7-2000; Ord. No. 71-00-01, § 1, 12-18-2000; Ord. No. 83-00-01, § 1, 2-5-2001)

AFTER AMENDMENT

Sec 4-36 Operators' Licenses

(a) The city clerk shall submit all applications for licenses under this article to the common council, except as provided for in subsections (a), (d), and (e)(1) of this section, and

section 4-72(h).

(b) Operators' licenses issued under this section are valid only within the city.

(c) *Operator's license fee*.

(1) Except as provided in subsection (c)(2) of this section, the fee for an operator's license shall be ~~$57.00~~as listed on the city's consolidated fee schedule, which shall include the city clerk's cost of producing the wallet size license card with photo and running a background check. The license card shall be carried by the licensee when engaged as a beverage operator and shall be produced upon demand by any police officer. Operators' licenses shall be valid for two years and shall expire on the second succeeding June 30.

(2) The fee for a restricted operator's license for a member of a club holding a retail "Class B" club license under section 4-105, valid only upon the club premises, shall be ~~$25.00~~as listed on the city's consolidated fee schedule.

(d) *Temporary license*. The city clerk shall issue temporary operators' licenses under the terms of subsections (a) and (b) of this section, except:

(1) This license may be issued only to operators employed by or donating their services to nonprofit corporations.

(2) No person may hold more than one temporary operator's license per year.

(3) The license is valid for any period from one day to 14 days, and the period for which it is valid shall be stated on the license.

(4) The fee for a temporary operator's license shall be ~~$15.00~~as listed on the city's consolidated fee schedule, which shall be nonrefundable and shall not apply toward any other operator's license under this section.

(5) Notwithstanding subsection (c) of this section, the procedure for licenses issued in accordance with this section for temporary operators' licenses shall be as follows: Upon application therefor, the city clerk shall submit such application to the common council. If the common council deems referral appropriate, the application shall be submitted to the license committee for further review. In all other cases, the common council may act to grant or deny issuance of such licenses. In situations where the temporary operator's license application is filed and time does not permit review by the common council, the city clerk shall have the authority to grant or deny the issuance of such license; provided, however, that in such case the license fee shall be ~~$25.00~~as listed on the city's consolidated fee schedule, which shall be nonrefundable and shall not apply toward any other operator's license under this section.

(e) Provisional licenses shall be issued according to the following:

(1) The city clerk is authorized to issue a provisional operator's license to a person who has submitted an initial application for an operator's license under subsection (a) of this section, provided that, based upon the information contained in the application, the person meets the qualifications in section 4-28 for issuance of licenses relating to alcohol beverages, and provided further that the person has not previously been denied an operator's license by the city.

(2) The fee for a provisional operator's license shall be ~~$15.00~~as listed on the city's consolidated fee schedule which shall be nonrefundable and shall not

apply toward any other operator's license under this section.

(3) A provisional operator's license shall expire 60 days after its issuance or when a license under subsection (a) of this section is issued to the holder, whichever is sooner.

(4) The city clerk may revoke the provisional license if it is discovered that the holder of the license made a false statement on the application.

(f) A training course shall be completed by the applicant as follows:

(1) Except as provided in subsection (f)(2) of this section, the city shall not issue an operator's license unless the applicant has successfully completed a responsible beverage server training course at any location that is offered by a vocational, technical and adult education district and that conforms to curriculum guidelines specified by the state board of vocational, technical and adult education, or a comparable training course that is approved by the state educational approval board or unless the applicant fulfills one of the following requirements:

a. The person is renewing an operator's license;

b. Within the past two years, the person held a Class "A," "Class A" or "Class C" license or a Class "B" or "Class B" license or permit or a manager's or operator's license;

c. Within the past two years, the person has completed such a training course.

(2) The city clerk shall issue a provisional operator's license to a person who is enrolled in a training course under subsection (f)(1) of this section and who meets the standards established in subsection (e)(1) of this section for issuance of a provisional operator's license and pays the fee established in subsection (e)(2) of this section. The city clerk shall revoke that license if the applicant fails successfully to complete the course in which enrolled.

(3) The city may require applicants to purchase at cost materials that deal with relevant local subjects not covered in the course under subsection (f)(1) of this section.

(Code 1975, § 4-21; Code 1997, § 10-41; Ord. No. 55-99-00, § 1, 11-15-1999; Ord. No. 89-99-00, § 2, 1-7-2000; Ord. No. 71-00-01, § 1, 12-18-2000; Ord. No. 83-00-01, § 1, 2-5-2001)

SECTION 54: **<u>AMENDMENT</u>** "Sec 52-474 Rental Of Electric Scooters" of the Sheboygan Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

Sec 52-474 Rental Of Electric Scooters

(a) *License required*. No person or business shall offer short-term commercial rental of

electric scooters to the public unless the person or business has obtained a license in accordance with this section.

(b) *License application requirements*.

(1) Application for a commercial electric scooter rental license shall be made in writing to the city clerk, upon blanks furnished by the clerk.

a. In the case of a sole proprietorship, the owner shall sign the application.

b. In the case of a partnership, the name of the business and the names and addresses of all partners shall be provided on the application. One of the partners shall sign the application.

c. In the case of an LLC or a corporation, the name of the business and the names and addresses of the principal officers shall be provided on the application. In the case of an LLC, one of the members shall sign the application. In the case of a corporation, the president and secretary shall sign the application.

(2) The application shall identify contact information (including a telephone number and email address) for an operations manager based within 50 miles of the city.

(3) The applicant shall include a copy of their user agreement and privacy policy with the application.

(4) *Insurance*.

a. The applicant shall include a certificate of insurance with the application that meets the requirements of this provision.

b. The applicant's insurance shall provide that the city will receive a 30-day written notice of cancellation, non-renewal, or material change by any insurer providing coverage required by this provision.

c. Insurance companies must have a current AM Best rating of A-VII or better.

d. Applicant's insurance policy limits shall meet at least the following requirements:

1. Workers' compensation (only required if the applicant employs persons within the state): statutory limits.
2. Commercial general liability insurance: $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
3. Auto liability: $1,000,000.00 per occurrence.

e. The city shall be listed as an additional insured on the applicant's commercial general liability insurance policy.

f. If applicant uses subcontractors for maintenance, rebalancing, or any other aspects of the applicant's commercial electric scooter rental business, the subcontractor must be covered by applicant's insurance or applicant must demonstrate the subcontractor independently meets the insurance provisions of this requirement.

(5) *Indemnification*. The applicant shall agree to indemnify, defend, and hold the city (and the city's officers, employees, and agents) harmless from and against all actions, damages, or claims brought against the city arising out of the

applicant's operations. The city attorney shall have the authority to negotiate the terms of the indemnification provision with the applicant.

(6) *Application fee*. The fee for a commercial electric scooter rental license required by this article shall be $250.00 per year or any fractional part thereof.

(7) *Granting licenses*. The city clerk shall issue a license under this section if all requirements have been met and if issuance is in the best interests of the city. The city clerk may deny any license under this section in the clerk's full discretion in the interest of public safety or if the application is not in the interest of the city. In reviewing the application, the city clerk shall consider any input from the city administrator, the city attorney, the police chief, the director of planning and development, or their designees. If the clerk denies a license, the applicant may appeal the denial to the licensing, hearing, and public safety committee of the common council.

(8) *Term of license*. Any license issued pursuant to this section shall be effective upon issuance. It shall expire on December 31 following its issuance.

(c) *Rental operation requirements*. In conducting their electric scooter rental business, each holder of a commercial electric scooter rental license shall comply with the following:

(1) *Maximum number of scooters*. No licensee shall have more than 300 scooters available for rent within the city at any one time without the approval of the licensing, hearing, and public safety committee of the common council.

(2) *Hours of operation*. No licensee shall make electric scooters available for rent before 4:00 a.m. or after 12:00 midnight.

(3) *User fees*. Any user fee for the rental of an electric scooter shall be clearly and understandably communicated to the user prior to the usage of the electric scooter.

(4) *Parking*. The licensee shall:

a. Provide instructions for properly parking electric scooters to users.

b. Keep the sidewalk free from obstructions to pedestrians by requiring users to park electric scooters such that a walk space not less than five feet wide shall at all times be kept open for pedestrians.

c. Use geofencing to prohibit parking in areas in which parking is prohibited by this division.

d. Upon notification by the city administrator or a designee to the operations manager that an electric scooter of licensee is improperly parked, the licensee shall relocate the electric scooter in accordance with the following requirements:

1. Within three hours of notice received between 7:00 a.m. and 7:00 p.m.
2. By 10:00 a.m. for notice received between 7:00 p.m. and 7:00 a.m.
3. The city may relocate improperly parked electric scooters which are not relocated in accordance with this requirement and shall bill the licensee $50.00 for each electric scooter it

relocates, which is reasonably calculated to recapture the city's costs in relocating an improperly parked electric scooter.

e. Licensees may appeal fees imposed by subsection (c)(4)d of this section, to the licensing, hearings, and public safety committee by providing written notice to the city clerk within ten business days of receiving notice of a fee.

f. Licensees that owe $500.00 or more to the city related to the relocation of licensee's electric scooters shall, upon five business days' written notice, have their license suspended until the total amount owed has been paid. Prior to the expiration of the five business days' notice, licensee shall remove their electric scooters from the city or shall make payment to the city. If licensee does not remove their electric scooters from the city or make payment to the city during this time period, the city may remove the electric scooters pursuant to subsection (e) of this section.

(5) *Safety education*. Licensee shall provide materials to its users to promote safe riding and educate users on rider responsibilities and encourage safe and courteous riding and parking.

(6) *Snow events*.

a. The licensee shall ensure that their electric scooters do not impede city or resident snow removal and ice control operations.

b. In the event that the city declares a snow emergency under section 20-4, the licensee shall ensure that its electric scooters are removed from the right-of-way for the duration of the snow emergency.

(7) *Notice of changes*. In the event that licensee changes its operations manager identified in its application (including contact information for the operations manager), user agreement, privacy policy, or insurance, licensee shall provide notice to the city clerk within three business days of the change.

(8) *Website or mobile application*. If the licensee operates a website or smartphone application, the website and smartphone application shall:

a. Notify users that:

1. Helmet use is encouraged while riding an electric scooter;
2. Sidewalk riding is prohibited;
3. Users are required to follow all rules of the road; and
4. Scooters must be parked responsibly.

b. Provide a means for users to notify the licensee if there is a safety or maintenance issue with the electric scooter. Licensee shall immediately take the scooter out of service upon receipt of notice that there is a safety or maintenance issue and shall not return the scooter to service until licensee has resolved the safety or maintenance issue.

(9) *Electric scooter standards*. Any electric scooter made available for rent by licensee must meet the following requirements:

a. Each electric scooter shall meet the requirements described in Wis. Stats. § 347.489(1) through (3).

b. Each electric scooter shall include easily visible contact information,

including a toll-free telephone number and email address for members of the public to make relocation requests or to report other issues with the electric scooters.

c. Each electric scooter shall be inspected by licensee at least once per month. The inspection shall include, at a minimum, a check of the brake function and brake-level wear. Any electric scooter deemed unsafe or inoperable shall be placed out of service immediately. Licensee shall maintain records of its inspections, which shall be open to the city for inspection upon reasonable request.

d. Each scooter shall be equipped with wheel-lock technology to prevent unauthorized use.

e. Geofencing shall be used to prohibit usage in areas prohibited by this division.

f. Each scooter shall be assigned a unique identifying number (which is clearly labeled on the electric scooter), which shall be provided to the city clerk prior to making the electric scooter available for rental in the city.

(10) *Data and reporting*. Licensee shall provide data reasonably requested by the city to assist with monitoring program usage.

(11) *Assist with user compliance*. In addition to the requirements set forth above, licensee shall take any additional steps reasonably requested by the city to ensure appropriate usage of electric scooters by its users.

(d) *Suspension or revocation of license*.

(1) A license may be suspended or revoked by the city clerk or their designee for any of the following reasons:

a. Failure to comply with any of the provisions of this article;

b. Violating any state statute or provision of this Code;

c. By request of the city administrator, city attorney, police chief, director of planning and development, or their designees, when the request provides evidence of the reasons in subsections (d)(1)a or b of this section.

(2) Any licensee whose license has been suspended or revoked under the provisions of this subsection may appeal the suspension or revocation to the licensing, hearings, and public safety committee of the common council by providing written notice to the city clerk. The licensing, hearings, and public safety committee shall conduct a hearing within 30 days of receipt of a written appeal.

(e) *Unlicensed electric scooter rentals*. In the event that a person or business commences short-term commercial rental of electric scooters to the public in the city without having first obtained a license in accordance with this section, the city may, without advance notice, take possession of any unauthorized electric scooters in the right-of-way. The city shall provide notice to the unauthorized person or business that it has taken possession of the electric scooters and invoice the unlicensed person or business the rate for relocating an electric scooter set in subsection (c)(4)d of this section. The

unlicensed person or business may appeal fees imposed by this subsection to the licensing, hearing, and public safety committee by providing written notice to the city clerk within 20 business days of receiving notice of a fee. If the unlicensed person or business does not appeal the fees imposed or make payment within 45 days of receipt of invoice, the city may dispose of any electric scooters belonging to the unlicensed person or business in its possession. Any proceeds from the disposition shall be used to offset the unlicensed person or business's unpaid fees. Any costs from the disposition shall be billed to the unlicensed person or business.

(Code 1997, § 118-485)

AFTER AMENDMENT

Sec 52-474 Rental Of Electric Scooters

(a) *License required*. No person or business shall offer short-term commercial rental of electric scooters to the public unless the person or business has obtained a license in accordance with this section.

(b) *License application requirements*.

(1) Application for a commercial electric scooter rental license shall be made in writing to the city clerk, upon blanks furnished by the clerk.

a. In the case of a sole proprietorship, the owner shall sign the application.

b. In the case of a partnership, the name of the business and the names and addresses of all partners shall be provided on the application. One of the partners shall sign the application.

c. In the case of an LLC or a corporation, the name of the business and the names and addresses of the principal officers shall be provided on the application. In the case of an LLC, one of the members shall sign the application. In the case of a corporation, the president and secretary shall sign the application.

(2) The application shall identify contact information (including a telephone number and email address) for an operations manager based within 50 miles of the city.

(3) The applicant shall include a copy of their user agreement and privacy policy with the application.

(4) *Insurance*.

a. The applicant shall include a certificate of insurance with the application that meets the requirements of this provision.

b. The applicant's insurance shall provide that the city will receive a 30-day written notice of cancellation, non-renewal, or material change by any insurer providing coverage required by this provision.

c. Insurance companies must have a current AM Best rating of A-VII or better.

d. Applicant's insurance policy limits shall meet at least the following requirements:

1. Workers' compensation (only required if the applicant employs persons within the state): statutory limits.
2. Commercial general liability insurance: $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
3. Auto liability: $1,000,000.00 per occurrence.

e. The city shall be listed as an additional insured on the applicant's commercial general liability insurance policy.

f. If applicant uses subcontractors for maintenance, rebalancing, or any other aspects of the applicant's commercial electric scooter rental business, the subcontractor must be covered by applicant's insurance or applicant must demonstrate the subcontractor independently meets the insurance provisions of this requirement.

(5) *Indemnification*. The applicant shall agree to indemnify, defend, and hold the city (and the city's officers, employees, and agents) harmless from and against all actions, damages, or claims brought against the city arising out of the applicant's operations. The city attorney shall have the authority to negotiate the terms of the indemnification provision with the applicant.

(6) *Application fee*. The fee for a commercial electric scooter rental license required by this article shall be ~~$250.00~~ as listed on the city's consolidated fee schedule per year or any fractional part thereof.

(7) *Granting licenses*. The city clerk shall issue a license under this section if all requirements have been met and if issuance is in the best interests of the city. The city clerk may deny any license under this section in the clerk's full discretion in the interest of public safety or if the application is not in the interest of the city. In reviewing the application, the city clerk shall consider any input from the city administrator, the city attorney, the police chief, the director of planning and development, or their designees. If the clerk denies a license, the applicant may appeal the denial to the licensing, hearing, and public safety committee of the common council.

(8) *Term of license*. Any license issued pursuant to this section shall be effective upon issuance. It shall expire on December 31 following its issuance.

(c) *Rental operation requirements*. In conducting their electric scooter rental business, each holder of a commercial electric scooter rental license shall comply with the following:

(1) *Maximum number of scooters*. No licensee shall have more than 300 scooters available for rent within the city at any one time without the approval of the licensing, hearing, and public safety committee of the common council.

(2) *Hours of operation*. No licensee shall make electric scooters available for rent before 4:00 a.m. or after 12:00 midnight.

(3) *User fees*. Any user fee for the rental of an electric scooter shall be clearly and understandably communicated to the user prior to the usage of the electric scooter.

(4) *Parking*. The licensee shall:

a. Provide instructions for properly parking electric scooters to users.

b. Keep the sidewalk free from obstructions to pedestrians by requiring users to park electric scooters such that a walk space not less than five feet wide shall at all times be kept open for pedestrians.
c. Use geofencing to prohibit parking in areas in which parking is prohibited by this division.
d. Upon notification by the city administrator or a designee to the operations manager that an electric scooter of licensee is improperly parked, the licensee shall relocate the electric scooter in accordance with the following requirements:
    1. Within three hours of notice received between 7:00 a.m. and 7:00 p.m.

    2. By 10:00 a.m. for notice received between 7:00 p.m. and 7:00 a.m.
    3. The city may relocate improperly parked electric scooters which are not relocated in accordance with this requirement and shall bill the licensee $50.00 for each electric scooter it relocates, which is reasonably calculated to recapture the city's costs in relocating an improperly parked electric scooter.
e. Licensees may appeal fees imposed by subsection (c)(4)d of this section, to the licensing, hearings, and public safety committee by providing written notice to the city clerk within ten business days of receiving notice of a fee.
f. Licensees that owe $500.00 or more to the city related to the relocation of licensee's electric scooters shall, upon five business days' written notice, have their license suspended until the total amount owed has been paid. Prior to the expiration of the five business days' notice, licensee shall remove their electric scooters from the city or shall make payment to the city. If licensee does not remove their electric scooters from the city or make payment to the city during this time period, the city may remove the electric scooters pursuant to subsection (e) of this section.

(5) *Safety education*. Licensee shall provide materials to its users to promote safe riding and educate users on rider responsibilities and encourage safe and courteous riding and parking.

(6) *Snow events*.
    a. The licensee shall ensure that their electric scooters do not impede city or resident snow removal and ice control operations.
    b. In the event that the city declares a snow emergency under section 20-4, the licensee shall ensure that its electric scooters are removed from the right-of-way for the duration of the snow emergency.

(7) *Notice of changes*. In the event that licensee changes its operations manager identified in its application (including contact information for the operations manager), user agreement, privacy policy, or insurance, licensee shall provide notice to the city clerk within three business days of the change.

(8) *Website or mobile application*. If the licensee operates a website or smartphone application, the website and smartphone application shall:

a. Notify users that:

1. Helmet use is encouraged while riding an electric scooter;
2. Sidewalk riding is prohibited;
3. Users are required to follow all rules of the road; and
4. Scooters must be parked responsibly.

b. Provide a means for users to notify the licensee if there is a safety or maintenance issue with the electric scooter. Licensee shall immediately take the scooter out of service upon receipt of notice that there is a safety or maintenance issue and shall not return the scooter to service until licensee has resolved the safety or maintenance issue.

(9) *Electric scooter standards*. Any electric scooter made available for rent by licensee must meet the following requirements:

a. Each electric scooter shall meet the requirements described in Wis. Stats. § 347.489(1) through (3).

b. Each electric scooter shall include easily visible contact information, including a toll-free telephone number and email address for members of the public to make relocation requests or to report other issues with the electric scooters.

c. Each electric scooter shall be inspected by licensee at least once per month. The inspection shall include, at a minimum, a check of the brake function and brake-level wear. Any electric scooter deemed unsafe or inoperable shall be placed out of service immediately. Licensee shall maintain records of its inspections, which shall be open to the city for inspection upon reasonable request.

d. Each scooter shall be equipped with wheel-lock technology to prevent unauthorized use.

e. Geofencing shall be used to prohibit usage in areas prohibited by this division.

f. Each scooter shall be assigned a unique identifying number (which is clearly labeled on the electric scooter), which shall be provided to the city clerk prior to making the electric scooter available for rental in the city.

(10) *Data and reporting*. Licensee shall provide data reasonably requested by the city to assist with monitoring program usage.

(11) *Assist with user compliance*. In addition to the requirements set forth above, licensee shall take any additional steps reasonably requested by the city to ensure appropriate usage of electric scooters by its users.

(d) *Suspension or revocation of license*.

(1) A license may be suspended or revoked by the city clerk or their designee for any of the following reasons:

a. Failure to comply with any of the provisions of this article;

b. Violating any state statute or provision of this Code;

c. By request of the city administrator, city attorney, police chief, director of planning and development, or their designees, when the request provides evidence of the reasons in subsections (d)(1)a or b of this section.

(2) Any licensee whose license has been suspended or revoked under the provisions of this subsection may appeal the suspension or revocation to the licensing, hearings, and public safety committee of the common council by providing written notice to the city clerk. The licensing, hearings, and public safety committee shall conduct a hearing within 30 days of receipt of a written appeal.

(e) *Unlicensed electric scooter rentals*. In the event that a person or business commences short-term commercial rental of electric scooters to the public in the city without having first obtained a license in accordance with this section, the city may, without advance notice, take possession of any unauthorized electric scooters in the right-of-way. The city shall provide notice to the unauthorized person or business that it has taken possession of the electric scooters and invoice the unlicensed person or business the rate for relocating an electric scooter set in subsection (c)(4)d of this section. The unlicensed person or business may appeal fees imposed by this subsection to the licensing, hearing, and public safety committee by providing written notice to the city clerk within 20 business days of receiving notice of a fee. If the unlicensed person or business does not appeal the fees imposed or make payment within 45 days of receipt of invoice, the city may dispose of any electric scooters belonging to the unlicensed person or business in its possession. Any proceeds from the disposition shall be used to offset the unlicensed person or business's unpaid fees. Any costs from the disposition shall be billed to the unlicensed person or business.

(Code 1997, § 118-485)

SECTION 55: **AMENDMENT** "Sec 48-2 Fees And Costs For Vacating Streets And Alleys" of the Sheboygan Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

Sec 48-2 Fees And Costs For Vacating Streets And Alleys

All petitions filed in the city clerk's office for vacation or discontinuance of streets and alleys, or portions thereof, under Wis. Stats. § 66.1003(2) shall be accompanied by a filing fee of $430.00. In addition thereto, the applicant shall reimburse the city its costs for service required for the vacation or discontinuance.

(Code 1975, § 36-121; Code 1997, § 110-2; Ord. No. 60-00-01, § 29, 10-2-2000; Ord. No. 19-01-02, § 9, 8-6-2001; Ord. No. 53-05-06, § 1, 11-21-2005; Ord. No. 94-06-07, § 1, 3-19-

2007)

AFTER AMENDMENT

Sec 48-2 Fees And Costs For Vacating Streets And Alleys

All petitions filed in the city clerk's office for vacation or discontinuance of streets and alleys, or portions thereof, under Wis. Stats. § 66.1003(2) shall be accompanied by a filing fee ~~of $430.00~~ as listed on the city's consolidated fee schedule. In addition thereto, the applicant shall reimburse the city its costs for service required for the vacation or discontinuance.

(Code 1975, § 36-121; Code 1997, § 110-2; Ord. No. 60-00-01, § 29, 10-2-2000; Ord. No. 19-01-02, § 9, 8-6-2001; Ord. No. 53-05-06, § 1, 11-21-2005; Ord. No. 94-06-07, § 1, 3-19-2007)

SECTION 56: **AMENDMENT** "Sec 4-38 Provisional Retail Licenses" of the Sheboygan Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

Sec 4-38 Provisional Retail Licenses

(a) The city clerk is authorized to issue a provisional retail license to a person who has applied for a Class "A," Class "B," "Class A," "Class B" or "Class C" license, provided that, based upon the information contained in the application, the person meets the qualifications contained in section 4-28 for issuance of licenses relating to alcohol beverages, as well as the qualifications for issuance of the retail license for which the application is submitted. The provisional retail license authorizes only the activities that the type of retail license applied for authorizes.
(b) The fee for a provisional retail license shall be $15.00, which shall be nonrefundable and shall not apply toward any retail license being applied for.
(c) A provisional retail license expires 60 days after its issuance or when the Class "A," Class "B," "Class A," "Class B" or "Class C" license is issued to the holder, whichever is sooner. The city clerk may revoke the provisional retail license if it is discovered that the holder of the license made a false statement on the application.
(d) Notwithstanding subsection (a) of this section, the city clerk may not issue a provisional "Class B" license if the city's quota under Wis. Stats. § 125.51(4) prohibits the city from issuing a "Class B" license.
(e) No person may hold more than one provisional retail license for each type of license applied for by the holder per year.
(f) Notwithstanding subsection (a) of this section, no provisional retail license shall be issued to a new applicant unless the premises to be licensed is approved for occupancy in writing by the building inspection department and the fire department.

(Code 1975, § 4-24; Code 1997, § 10-43; Ord. No. 89-99-00, §§ 3, 4, 2-7-2000; Ord. No. 107-99-00, § 1, 4-5-2000)

AFTER AMENDMENT

Sec 4-38 Provisional Retail Licenses

(a) The city clerk is authorized to issue a provisional retail license to a person who has applied for a Class "A," Class "B," "Class A," "Class B" or "Class C" license, provided that, based upon the information contained in the application, the person meets the qualifications contained in section 4-28 for issuance of licenses relating to alcohol beverages, as well as the qualifications for issuance of the retail license for which the application is submitted. The provisional retail license authorizes only the activities that the type of retail license applied for authorizes.

(b) The fee for a provisional retail license shall be ~~$15.00~~as listed on the city's consolidated fee schedule, which shall be nonrefundable and shall not apply toward any retail license being applied for.

(c) A provisional retail license expires 60 days after its issuance or when the Class "A," Class "B," "Class A," "Class B" or "Class C" license is issued to the holder, whichever is sooner. The city clerk may revoke the provisional retail license if it is discovered that the holder of the license made a false statement on the application.

(d) Notwithstanding subsection (a) of this section, the city clerk may not issue a provisional "Class B" license if the city's quota under Wis. Stats. § 125.51(4) prohibits the city from issuing a "Class B" license.

(e) No person may hold more than one provisional retail license for each type of license applied for by the holder per year.

(f) Notwithstanding subsection (a) of this section, no provisional retail license shall be issued to a new applicant unless the premises to be licensed is approved for occupancy in writing by the building inspection department and the fire department.

(Code 1975, § 4-24; Code 1997, § 10-43; Ord. No. 89-99-00, §§ 3, 4, 2-7-2000; Ord. No. 107-99-00, § 1, 4-5-2000)

SECTION 57: **AMENDMENT** "Sec 4-39 Music License; Restrictions" of the Sheboygan Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

Sec 4-39 Music License; Restrictions

(a) No holder of a retail "Class B" license issued under this article shall allow music of any description on the premises for which licensed between the hours of 2:00 a.m. and 6:00 a.m., except on Saturday and Sunday when the hours shall be between 2:30 a.m.

and 6:00 a.m. and on January 1 when premises operating under a "Class B" license are not required to close.

(b) Application for a music license shall be filed with the city clerk and shall accurately describe the premises for which the applicant desires a license. Before the clerk shall issue a license, the applicant shall pay to the city finance director/treasurer the sum of $10.00. Each license granted under this section shall expire on June 30 following its issuance and shall permit dancing on the premises licensed. Such license shall not, however, apply to any premises or part thereof that would qualify as a dancehall under the definition contained in section 6-56.

(Code 1975, § 4-64; Code 1997, § 10-44)

AFTER AMENDMENT

Sec 4-39 Music License; Restrictions

(a) No holder of a retail "Class B" license issued under this article shall allow music of any description on the premises for which licensed between the hours of 2:00 a.m. and 6:00 a.m., except on Saturday and Sunday when the hours shall be between 2:30 a.m. and 6:00 a.m. and on January 1 when premises operating under a "Class B" license are not required to close.

(b) Application for a music license shall be filed with the city clerk and shall accurately describe the premises for which the applicant desires a license. Before the clerk shall issue a license, the applicant shall pay to the city finance director/treasurer the sum ~~of $10.00~~as listed on the city's consolidated fee schedule. Each license granted under this section shall expire on June 30 following its issuance and shall permit dancing on the premises licensed. Such license shall not, however, apply to any premises or part thereof that would qualify as a dancehall under the definition contained in section 6-56.

(Code 1975, § 4-64; Code 1997, § 10-44)

SECTION 58: **AMENDMENT** "Sec 42-207 Fees" of the Sheboygan Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

Sec 42-207 Fees

License fees under this article are $27.50 for a secondhand article dealer's license, $30.00 for a secondhand jewelry dealer's license, and $165.00 for a secondhand article dealer mall or flea market license.

(Code 1997, § 94-158; Ord. No. 27-07-08, § 1, 9-4-2007)

AFTER AMENDMENT

Sec 42-207 Fees

License fees under this article are ~~$27.50~~ as listed on the city's consolidated fee schedule for a secondhand article dealer's license, ~~$30.00~~ as listed on the city's consolidated fee schedule for a secondhand jewelry dealer's license, and ~~$165.00~~ as listed on the city's consolidated fee schedule for a secondhand article dealer mall or flea market license.

(Code 1997, § 94-158; Ord. No. 27-07-08, § 1, 9-4-2007)

SECTION 59: **AMENDMENT** "Sec 4-71 Class "A" Licenses" of the Sheboygan Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

Sec 4-71 Class "A" Licenses

(a) A Class "A" license authorizes retail sales of fermented malt beverages for consumption off the premises where sold and in original packages, containers and bottles.
(b) Class "A" licenses may be issued to any person qualified under Wis. Stats. § 125.04(5), except a person acting as an agent for or in the employ of another.
(c) Class "A" licenses shall particularly describe the premises for which issued and not transferable, except under Wis. Stats. § 125.04(12).
(d) The fee for a Class "A" license shall be $230.00 per year. The fee for a license for less than 12 months shall be prorated according to the number of months or fraction thereof for which the license is issued.

(Code 1975, § 4-26; Code 1997, § 10-61; Ord. No. 83-00-01, § 2, 2-5-2001; Ord. No. 19-01-02, § 1, 8-6-2001)

AFTER AMENDMENT

Sec 4-71 Class "A" Licenses

(a) A Class "A" license authorizes retail sales of fermented malt beverages for consumption off the premises where sold and in original packages, containers and bottles.
(b) Class "A" licenses may be issued to any person qualified under Wis. Stats. § 125.04(5), except a person acting as an agent for or in the employ of another.
(c) Class "A" licenses shall particularly describe the premises for which issued and not transferable, except under Wis. Stats. § 125.04(12).
(d) The fee for a Class "A" license shall be ~~$230.00~~ per year as listed on the city's

consolidated fee schedule. The fee for a license for less than 12 months shall be prorated according to the number of months or fraction thereof for which the license is issued.

(Code 1975, § 4-26; Code 1997, § 10-61; Ord. No. 83-00-01, § 2, 2-5-2001; Ord. No. 19-01-02, § 1, 8-6-2001)

SECTION 60: **AMENDMENT** "Sec 42-118 License And Transaction Fees" of the Sheboygan Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

Sec 42-118 License And Transaction Fees

The license fee under this article shall be $210.00. A billable transaction fee of $1.00 per transaction shall be charged for each billable transaction, and such fees shall be billed to each pawnbroker monthly and are due and payable within 30 days of the billing date. Failure to pay within that time period is a violation of this article.

(Code 1997, § 94-136; Ord. No. 27-07-08, § 1, 9-4-2007)

AFTER AMENDMENT

Sec 42-118 License And Transaction Fees

The license fee under this article shall be ~~$210.00~~ as listed on the city's consolidated fee schedule. A billable transaction fee ~~of $1.00~~ as listed on the city's consolidated fee schedule per transaction shall be charged for each billable transaction, and such fees shall be billed to each pawnbroker monthly and are due and payable within 30 days of the billing date. Failure to pay within that time period is a violation of this article.

(Code 1997, § 94-136; Ord. No. 27-07-08, § 1, 9-4-2007)

SECTION 61: **AMENDMENT** "Sec 4-72 Class "B" Licenses" of the Sheboygan Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

Sec 4-72 Class "B" Licenses

(a) A Class "B" license authorizes retail sales of fermented malt beverages to be consumed either on the premises where sold or off the premises. Persons holding a

Class "B" license may sell beverages containing less than one-half of one percent of alcohol by volume without obtaining a license under article IV of this chapter.

(b) Class "B" licenses may be issued to any person qualified under Wis. Stats. § 125.04(5). Such licenses may not be issued to any person acting as agent for or in the employ of another, except that this restriction does not apply to a hotel or restaurant which is not a part of or located on the premises of any mercantile establishment, or to a bona fide club, society or lodge that has been in existence for at least six months before the date of application. A Class "B" license for a hotel, restaurant, club, society or lodge may be issued in the name of an officer who shall be personally responsible for compliance with this chapter. Class "B" licenses may not be issued to brewers as provided in Wis. Stats. § 125.26.

(c) Class "B" licenses shall particularly describe the premises for which issued and are not transferable, except as provided in Wis. Stats. § 125.04(12).

(d) The fee for a Class "B" license shall be $100.00 per year. The fee for a license for less than 12 months shall be prorated according to the number of months or fraction thereof for which the license is issued.

(e) No Class "B" retailer's license shall be issued to a new applicant unless the premises to be licensed is approved in writing by the director of public health, building inspector and fire inspector.

(f) Every Class "B" licensee selling or offering for sale draught fermented malt beverages shall display a sign on or near each tap or faucet disclosing the brand of fermented malt beverages drawn from the tap or faucet and the name of its brewer. The sign shall be visible to patrons from a distance of at least ten feet. No Class "B" licensee may substitute any other brand of fermented malt beverage in place of the brand designated on the sign.

(g) The city hereby elects not to issue six-month Class "A" or Class "B" licenses described in Wis. Stats. § 125.26(5).

(h) Special Class "B" licenses may also be issued to bona fide clubs, to state, county, or local fair associations or agricultural societies, to churches, lodges or societies that have been in existence for at least six months before the date of application, and to posts of veterans' organizations authorizing the sale of fermented malt beverages at a particular picnic or similar gathering, at a meeting of the post, or during a fair conducted by the fair association or agricultural society. The amount of the fee for the license shall be $10.00.

(1) Notwithstanding section 4-27, the procedure for licenses issued in accordance with this section for special Class "B" licenses shall be as follows: Upon application therefor, the city clerk shall submit such application to the common council. If the common council deems referral appropriate, the application shall be submitted to the license committee for further review. In all other cases, the common council may act to grant or deny issuance of such licenses. In situations where the application is filed and time does not permit review by the common council, the city clerk shall have the authority to grant or deny the issuance of such license.

(2) Except as otherwise provided in Wis. Stats. § 125.26(6), a person holding an

operator's license shall be present and supervise the sale of fermented malt beverages at meetings, fairs, picnics or similar gatherings which have been issued licenses therefor pursuant to this section.

(i) No temporary retail Class "B" license shall be issued unless the premises to be licensed conform to the rules and regulations of the state board of health and the city board of health governing sanitation in restaurants.

(Code 1975, § 4-27; Code 1997, § 10-62; Ord. No. 70-98-99, § 1, 8-17-1998)

AFTER AMENDMENT

Sec 4-72 Class "B" Licenses

(a) A Class "B" license authorizes retail sales of fermented malt beverages to be consumed either on the premises where sold or off the premises. Persons holding a Class "B" license may sell beverages containing less than one-half of one percent of alcohol by volume without obtaining a license under article IV of this chapter.

(b) Class "B" licenses may be issued to any person qualified under Wis. Stats. § 125.04(5). Such licenses may not be issued to any person acting as agent for or in the employ of another, except that this restriction does not apply to a hotel or restaurant which is not a part of or located on the premises of any mercantile establishment, or to a bona fide club, society or lodge that has been in existence for at least six months before the date of application. A Class "B" license for a hotel, restaurant, club, society or lodge may be issued in the name of an officer who shall be personally responsible for compliance with this chapter. Class "B" licenses may not be issued to brewers as provided in Wis. Stats. § 125.26.

(c) Class "B" licenses shall particularly describe the premises for which issued and are not transferable, except as provided in Wis. Stats. § 125.04(12).

(d) The fee for a Class "B" license shall be ~~$100.00~~ per year as listed on the city's consolidated fee schedule. The fee for a license for less than 12 months shall be prorated according to the number of months or fraction thereof for which the license is issued.

(e) No Class "B" retailer's license shall be issued to a new applicant unless the premises to be licensed is approved in writing by the director of public health, building inspector and fire inspector.

(f) Every Class "B" licensee selling or offering for sale draught fermented malt beverages shall display a sign on or near each tap or faucet disclosing the brand of fermented malt beverages drawn from the tap or faucet and the name of its brewer. The sign shall be visible to patrons from a distance of at least ten feet. No Class "B" licensee may substitute any other brand of fermented malt beverage in place of the brand designated on the sign.

(g) The city hereby elects not to issue six-month Class "A" or Class "B" licenses described in Wis. Stats. § 125.26(5).

(h) Special Class "B" licenses may also be issued to bona fide clubs, to state, county, or local fair associations or agricultural societies, to churches, lodges or societies that have been in existence for at least six months before the date of application, and to

posts of veterans' organizations authorizing the sale of fermented malt beverages at a particular picnic or similar gathering, at a meeting of the post, or during a fair conducted by the fair association or agricultural society. The amount of the fee for the license shall be ~~$10.00~~as listed on the city's consolidated fee schedule.

(1) Notwithstanding section 4-27, the procedure for licenses issued in accordance with this section for special Class "B" licenses shall be as follows: Upon application therefor, the city clerk shall submit such application to the common council. If the common council deems referral appropriate, the application shall be submitted to the license committee for further review. In all other cases, the common council may act to grant or deny issuance of such licenses. In situations where the application is filed and time does not permit review by the common council, the city clerk shall have the authority to grant or deny the issuance of such license.

(2) Except as otherwise provided in Wis. Stats. § 125.26(6), a person holding an operator's license shall be present and supervise the sale of fermented malt beverages at meetings, fairs, picnics or similar gatherings which have been issued licenses therefor pursuant to this section.

(i) No temporary retail Class "B" license shall be issued unless the premises to be licensed conform to the rules and regulations of the state board of health and the city board of health governing sanitation in restaurants.

(Code 1975, § 4-27; Code 1997, § 10-62; Ord. No. 70-98-99, § 1, 8-17-1998)

SECTION 62: **AMENDMENT** "Sec 42-61 Duplicates" of the Sheboygan Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

Sec 42-61 Duplicates

Whenever a license issued under this article shall be lost or destroyed, without fault on the part of the holder or agent or employee, a duplicate license shall be issued by the city clerk upon the filing of an affidavit setting forth the circumstances of the loss or destruction and upon the payment of the sum of $10.00.

(Code 1975, § 22-26; Code 1997, § 94-67)

AFTER AMENDMENT

Sec 42-61 Duplicates

Whenever a license issued under this article shall be lost or destroyed, without fault on the part of the holder or agent or employee, a duplicate license shall be issued by the city clerk upon

the filing of an affidavit setting forth the circumstances of the loss or destruction and upon the payment of the sum ~~of $10.00~~ as listed on the city's consolidated fee schedule.

(Code 1975, § 22-26; Code 1997, § 94-67)

SECTION 63: **AMENDMENT** "Sec 4-77 Wholesaler's License--Issuance And Fee" of the Sheboygan Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

Sec 4-77 Wholesaler's License--Issuance And Fee

A wholesaler's license when issued by the city clerk under authority of the common council shall entitle the holder thereof to possess, sell or offer for sale fermented malt beverages in original packages or containers to dealers, not to be consumed in or about the premises where sold. The license fee for a wholesaler's license shall be $25.00 per year or fraction thereof.

(Code 1975, § 4-33; Code 1997, § 10-67)

AFTER AMENDMENT

Sec 4-77 Wholesaler's License--Issuance And Fee

A wholesaler's license when issued by the city clerk under authority of the common council shall entitle the holder thereof to possess, sell or offer for sale fermented malt beverages in original packages or containers to dealers, not to be consumed in or about the premises where sold. The license fee for a wholesaler's license shall be ~~$25.00~~ per year as listed on the city's consolidated fee schedule or fraction thereof.

(Code 1975, § 4-33; Code 1997, § 10-67)

SECTION 64: **AMENDMENT** "Sec 42-55 Fees" of the Sheboygan Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

Sec 42-55 Fees

Each licensed commercial salvage yard or waste material recycling center shall pay an annual license fee of $100.00.

(Code 1975, § 22-22; Code 1997, § 94-61)

AFTER AMENDMENT

Sec 42-55 Fees

Each licensed commercial salvage yard or waste material recycling center shall pay an annual license fee ~~of $100.00~~ as listed on the city's consolidated fee schedule.

(Code 1975, § 22-22; Code 1997, § 94-61)

SECTION 65: **AMENDMENT** "Sec 4-103 Retail "Class A" Licenses" of the Sheboygan Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

Sec 4-103 Retail "Class A" Licenses

(a) A "Class A" license authorizes the retail sale of intoxicating liquor for consumption off the premises where sold and in original packages and containers.
(b) Except as provided under Wis. Stat. § 125.69, "Class A" licenses may be issued to any person qualified under Wis. Stat. § 125.04(5), except a foreign corporation or a person acting as an agent for or in the employ of another.
(c) "Class A" licenses shall particularly describe the premises for which issued and are not transferable, except as provided in Wis. Stat. § 125.04(12).
(d) No "Class A" liquor licenses shall be issued during any license year if such license shall increase the number of "Class A" liquor licenses in force beyond a total of 18.
(e) The annual fee for a "Class A" license shall be $500.00.

(Code 1975, § 4-41; Code 1997, § 10-102; Ord. No. 83-00-01, § 3, 2-5-2001; Ord. No. 19-01-02, § 2, 8-6-2001)

AFTER AMENDMENT

Sec 4-103 Retail "Class A" Licenses

(a) A "Class A" license authorizes the retail sale of intoxicating liquor for consumption off the premises where sold and in original packages and containers.
(b) Except as provided under Wis. Stat. § 125.69, "Class A" licenses may be issued to any person qualified under Wis. Stat. § 125.04(5), except a foreign corporation or a person acting as an agent for or in the employ of another.
(c) "Class A" licenses shall particularly describe the premises for which issued and are not transferable, except as provided in Wis. Stat. § 125.04(12).
(d) No "Class A" liquor licenses shall be issued during any license year if such license shall increase the number of "Class A" liquor licenses in force beyond a total of 18.
(e) The annual fee for a "Class A" license shall be ~~$500.00~~as listed on the city's

consolidated fee schedule.

(Code 1975, § 4-41; Code 1997, § 10-102; Ord. No. 83-00-01, § 3, 2-5-2001; Ord. No. 19-01-02, § 2, 8-6-2001)

SECTION 66: **AMENDMENT** "Sec 34-112 Fees" of the Sheboygan Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

Sec 34-112 Fees

The application for a license required by this division or the renewal thereof shall be filed with the city clerk and shall be accompanied by a fee of $100.00 per licensing period for each 50 spaces or fraction thereof. A fee of $10.00 shall be paid for each transfer of the license.

(Code 1975, § 24-57; Code 1997, § 62-128)

AFTER AMENDMENT

Sec 34-112 Fees

The application for a license required by this division or the renewal thereof shall be filed with the city clerk and shall be accompanied by a fee ~~of $100.00~~ as listed on the city's consolidated fee schedule per licensing period for each 50 spaces or fraction thereof. A fee ~~of $10.00~~ as listed on the city's consolidated fee schedule shall be paid for each transfer of the license.

(Code 1975, § 24-57; Code 1997, § 62-128)

SECTION 67: **AMENDMENT** "Sec 4-104 Retail "Class B" Licenses" of the Sheboygan Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

Sec 4-104 Retail "Class B" Licenses

(a) A retail "Class B" license authorizes the sale of intoxicating liquor to be consumed by the glass only and not in the original package or container on the premises where sold and also authorizes the sale of intoxicating liquor in the original package or container, in multiples not to exceed four liters at any one time, and to be consumed off the premises where sold. Wine, however, may be sold for consumption off the premises in the original package or otherwise in any quantity.

(b) Except as provided under Wis. Stats. § 125.69, a "Class B" license may be issued to any person qualified under Wis. Stats. § 125.04(5), except a foreign corporation or a person acting as an agent for or in the employ of another.
(c) "Class B" licenses shall particularly describe the premises for which issued and are not transferable, except as provided in Wis. Stats. § 125.04(12).
(d) Except as otherwise provided in this section, the annual fee for a "Class B" license shall be $500.00.
(e) A "Class B" license may be issued only to a holder of a retail Class "B" license to sell fermented malt beverages.
(f) The number of persons and places that may be granted a retail "Class B" liquor license under this section is limited as provided in Wis. Stats. § 125.51(4).
(g) The fee for an initial issuance of a reserve "Class B" license, as defined in Wis. Stats. § 125.51(4)(a)4, shall be $10,000.00, except that the fee for an initial issuance of a reserve "Class B" license to a bona fide club or lodge situated and incorporated in Wisconsin for at least six years is the fee established under section 4-105 for such a club or lodge. The fee under this subsection is in addition to any other fee required under this chapter. The annual fee for renewal of a reserved "Class B" license, as defined in Wis. Stats. § 125.51(4)(a)4, is the fee established in subsection (d) of this section.

(h) The annual fee for a "Class B" license issued under Wis. Stats. § 125.51(4)(v) shall be $5,000.00.
(i) Notwithstanding section 4-112, special "Class B" licenses may be issued to bona fide clubs, to county or local fair associations or agricultural societies, to churches, lodges or societies that have been in existence for at least six months before the date of application and to posts of veterans' organizations authorizing the sale of wine in an original package, container or bottle or by the glass if the wine is dispensed directly from an original package, container or bottle at a particular picnic or similar gathering, at a meeting of the post, or during a fair conducted by the fair association or agricultural society. The amount of the fee for the license shall be $10.00, except that no fee may be charged to a person who at the same time applies for a special Class "B" license under section 4-72(h) for the same event. Not more than two licenses may be issued under this subsection to any club, county or local fair association, agricultural association, church, lodge, society or veterans' post in any 12-month period.
    (1) Notwithstanding section 4-27, the procedure for licenses issued in accordance with this section for special "Class B" licenses shall be as follows: Upon application therefor, the city clerk shall submit such application to the common council. If the common council deems referral appropriate, the application shall be submitted to the license committee for further review. In all other cases, the common council may act to grant or deny issuance of such licenses. In situations where the application is filed and time does not permit review by the common council, the city clerk shall have the authority to grant or deny the issuance of such license.
    (2) Except as otherwise provided in Wis. Stats. § 125.68(2), a person holding an operator's license shall be present and supervise the sale of wine at meetings,

fairs, picnics or similar gatherings which have been issued licenses therefor pursuant to this section.

(Code 1975, § 4-42; Code 1997, § 10-103; Ord. No. 93-97-98, §§ 1, 2, 11-24-1997; Ord. No. 70-98-99, § 2, 8-18-1998; Ord. No. 71-00-01, § 2, 12-18-2000; Ord. No. 19-01-02, § 3, 8-6-2001; Ord. No. 26-09-10, § 1, 11-16-2009)

AFTER AMENDMENT

Sec 4-104 Retail "Class B" Licenses

(a) A retail "Class B" license authorizes the sale of intoxicating liquor to be consumed by the glass only and not in the original package or container on the premises where sold and also authorizes the sale of intoxicating liquor in the original package or container, in multiples not to exceed four liters at any one time, and to be consumed off the premises where sold. Wine, however, may be sold for consumption off the premises in the original package or otherwise in any quantity.
(b) Except as provided under Wis. Stats. § 125.69, a "Class B" license may be issued to any person qualified under Wis. Stats. § 125.04(5), except a foreign corporation or a person acting as an agent for or in the employ of another.
(c) "Class B" licenses shall particularly describe the premises for which issued and are not transferable, except as provided in Wis. Stats. § 125.04(12).
(d) Except as otherwise provided in this section, the annual fee for a "Class B" license shall be ~~$500.00~~as listed on the city's consolidated fee schedule.
(e) A "Class B" license may be issued only to a holder of a retail Class "B" license to sell fermented malt beverages.
(f) The number of persons and places that may be granted a retail "Class B" liquor license under this section is limited as provided in Wis. Stats. § 125.51(4).
(g) The fee for an initial issuance of a reserve "Class B" license, as defined in Wis. Stats. § 125.51(4)(a)4, shall be ~~$10,000.00~~as listed on the city's consolidated fee schedule, except that the fee for an initial issuance of a reserve "Class B" license to a bona fide club or lodge situated and incorporated in Wisconsin for at least six years is the fee established under section 4-105 for such a club or lodge. The fee under this subsection is in addition to any other fee required under this chapter. The annual fee for renewal of a reserved "Class B" license, as defined in Wis. Stats. § 125.51(4)(a)4, is the fee established in subsection (d) of this section.
(h) The annual fee for a "Class B" license issued under Wis. Stats. § 125.51(4)(v) shall be ~~$5,000.00~~as listed on the city's consolidated fee schedule.
(i) Notwithstanding section 4-112, special "Class B" licenses may be issued to bona fide clubs, to county or local fair associations or agricultural societies, to churches, lodges or societies that have been in existence for at least six months before the date of application and to posts of veterans' organizations authorizing the sale of wine in an original package, container or bottle or by the glass if the wine is dispensed directly from an original package, container or bottle at a particular picnic or similar gathering, at a meeting of the post, or during a fair conducted by the fair association or

agricultural society. The amount of the fee for the license shall be ~~$10.00~~as listed on the city's consolidated fee schedule, except that no fee may be charged to a person who at the same time applies for a special Class "B" license under section 4-72(h) for the same event. Not more than two licenses may be issued under this subsection to any club, county or local fair association, agricultural association, church, lodge, society or veterans' post in any 12-month period.

(1) Notwithstanding section 4-27, the procedure for licenses issued in accordance with this section for special "Class B" licenses shall be as follows: Upon application therefor, the city clerk shall submit such application to the common council. If the common council deems referral appropriate, the application shall be submitted to the license committee for further review. In all other cases, the common council may act to grant or deny issuance of such licenses. In situations where the application is filed and time does not permit review by the common council, the city clerk shall have the authority to grant or deny the issuance of such license.

(2) Except as otherwise provided in Wis. Stats. § 125.68(2), a person holding an operator's license shall be present and supervise the sale of wine at meetings, fairs, picnics or similar gatherings which have been issued licenses therefor pursuant to this section.

(Code 1975, § 4-42; Code 1997, § 10-103; Ord. No. 93-97-98, §§ 1, 2, 11-24-1997; Ord. No. 70-98-99, § 2, 8-18-1998; Ord. No. 71-00-01, § 2, 12-18-2000; Ord. No. 19-01-02, § 3, 8-6-2001; Ord. No. 26-09-10, § 1, 11-16-2009)

SECTION 68: **AMENDMENT** "Sec 4-105 Retail "Class C" Licenses" of the Sheboygan Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

Sec 4-105 Retail "Class C" Licenses

(a) In this section, the term "barroom" means a room that is primarily used for the sale or consumption of alcohol beverages.

(b) A "Class C" license authorizes the retail sale of wine by the glass or in an opened original container for consumption on the premises where sold.

(c) A "Class C" license may be issued to a person qualified under Wis. Stats. § 125.04(5) for a restaurant in which the sale of alcohol beverages accounts for less than 50 percent of gross receipts and which does not have a barroom or for a restaurant in which the sale of alcohol beverages accounts for less than 50 percent of gross receipts and which has a barroom in which wine is the only intoxicating liquor sold. A "Class C" license may not be issued to a foreign corporation, a foreign limited liability company or a person acting as agent for or in the employ of another.

(d) A "Class C" license shall particularly describe the premises for which it is issued.

(e) The annual fee for a "Class C" license shall be $100.00.

(Code 1997, § 10-104; Ord. No. 89-99-00, § 6, 2-7-2000)

AFTER AMENDMENT

Sec 4-105 Retail "Class C" Licenses

(a) In this section, the term "barroom" means a room that is primarily used for the sale or consumption of alcohol beverages.
(b) A "Class C" license authorizes the retail sale of wine by the glass or in an opened original container for consumption on the premises where sold.
(c) A "Class C" license may be issued to a person qualified under Wis. Stats. § 125.04(5) for a restaurant in which the sale of alcohol beverages accounts for less than 50 percent of gross receipts and which does not have a barroom or for a restaurant in which the sale of alcohol beverages accounts for less than 50 percent of gross receipts and which has a barroom in which wine is the only intoxicating liquor sold. A "Class C" license may not be issued to a foreign corporation, a foreign limited liability company or a person acting as agent for or in the employ of another.
(d) A "Class C" license shall particularly describe the premises for which it is issued.
(e) The annual fee for a "Class C" license shall be ~~$100.00~~as listed on the city's consolidated fee schedule.

(Code 1997, § 10-104; Ord. No. 89-99-00, § 6, 2-7-2000)

SECTION 69: **AMENDMENT** "Sec 4-115 Club Licenses For Clubs Restricting Its Membership To 35 Members Or Less" of the Sheboygan Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

Sec 4-115 Club Licenses For Clubs Restricting Its Membership To 35 Members Or Less

A retail "Class B" liquor license may be granted by the common council to any bona fide club (as defined in Wis. Stats. § 125.02(4)) incorporated or chartered in the state for at least six years, provided such club restricts membership to not more than 35 members, does not operate a public bar, restricts the use of the premises to members and guests, and owns and operates its own premises. The annual fee for a "Class B" club license shall be $50.00.

(Code 1975, § 4-43; Code 1997, § 10-114; Ord. No. 89-99-00, § 5, 2-7-2000)

AFTER AMENDMENT

Sec 4-115 Club Licenses For Clubs Restricting Its Membership To 35 Members Or Less

A retail "Class B" liquor license may be granted by the common council to any bona fide club (as defined in Wis. Stats. § 125.02(4)) incorporated or chartered in the state for at least six years, provided such club restricts membership to not more than 35 members, does not operate a public bar, restricts the use of the premises to members and guests, and owns and operates its own premises. The annual fee for a "Class B" club license shall be ~~$50.00~~as listed on the city's consolidated fee schedule.

(Code 1975, § 4-43; Code 1997, § 10-114; Ord. No. 89-99-00, § 5, 2-7-2000)

SECTION 70: **AMENDMENT** "Sec 4-147 Fees" of the Sheboygan Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

Sec 4-147 Fees

The license fee for a non-intoxicating beverage license shall be $20.00, except that where such beverages are sold not to be consumed on the premises, the license fee shall be $10.00. The full license fee shall be charged for the whole or a fraction of a year.

(Code 1975, § 4-74; Code 1997, § 10-149; Ord. No. 60-99-00, § 1, 11-15-1999; Ord. No. 83-00-01, § 4, 2-5-2001)

AFTER AMENDMENT

Sec 4-147 Fees

The license fee for a non-intoxicating beverage license shall be ~~$20.00~~as listed on the city's consolidated fee schedule, except that where such beverages are sold not to be consumed on the premises, the license fee shall be ~~$10.00~~as listed on the city's consolidated fee schedule. The full license fee shall be charged for the whole or a fraction of a year.

(Code 1975, § 4-74; Code 1997, § 10-149; Ord. No. 60-99-00, § 1, 11-15-1999; Ord. No. 83-00-01, § 4, 2-5-2001)

SECTION 71: **AMENDMENT** "Sec 6-23 Fees" of the Sheboygan Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

Sec 6-23 Fees

Before any license shall be issued under the provisions of this article, the applicant therefor shall pay into the city treasury the sum of $15.00 for each billiard or pool table, bumper pool table, bowling center or pigeonhole table to be erected, placed or kept for use by such applicant in the same place or on the same premises.

(Code 1975, § 6-18; Code 1997, § 14-53; Ord. No. 19-01-02, § 5, 8-6-2001)

AFTER AMENDMENT

Sec 6-23 Fees

Before any license shall be issued under the provisions of this article, the applicant therefor shall pay into the city treasury the sum ~~of $15.00~~as listed on the city's consolidated fee schedule for each billiard or pool table, bumper pool table, bowling center or pigeonhole table to be erected, placed or kept for use by such applicant in the same place or on the same premises.

(Code 1975, § 6-18; Code 1997, § 14-53; Ord. No. 19-01-02, § 5, 8-6-2001)

SECTION 72: **AMENDMENT** "Sec 6-81 Fee" of the Sheboygan Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

Sec 6-81 Fee

Before any license is issued under the provisions of this division, the applicant therefor shall pay a license fee of $10.00 to the finance director/treasurer. If the application is denied, the finance director/treasurer shall refund the fee to the applicant.

(Code 1975, § 6-48; Code 1997, § 14-123)

AFTER AMENDMENT

Sec 6-81 Fee

Before any license is issued under the provisions of this division, the applicant therefor shall pay a license fee ~~of $10.00~~as listed on the city's consolidated fee schedule to the finance director/treasurer. If the application is denied, the finance director/treasurer shall refund the fee to the applicant.

(Code 1975, § 6-48; Code 1997, § 14-123)

SECTION 73: **AMENDMENT** "Sec 20-179 Alarm User Permit" of the Sheboygan Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

Sec 20-179 Alarm User Permit

(a) *Required*. All alarm users, including local installations, shall be required to have an alarm user's permit. Any alarm system user who operates an alarm system without first obtaining a user's permit as required by this section, who continues to use an alarm system after the permit has been revoked, or who fails to comply with any part of this article shall be subject to the penalty provided in section 20-150.

(b) *Application; contents; duplicate to be filed with police chief*. The alarm user applying for a permit required by this article shall state on the application form, which shall be furnished in duplicate by the city clerk's office, the following:

(1) Name, address and telephone number, and the address of the residence or business in or upon which the alarm system has been or will be installed;

(2) Number of systems for that address;

(3) Type of systems, i.e., burglar or armed robbery;

(4) Terminating point of system:

a. Answering service;

b. Central station, etc.;

c. Direct connection;

d. Local;

e. Proprietary system;

(5) The alarm business selling, installing, monitoring, inspecting, responding to or maintaining the alarm system;

(6) The name, address and telephone number of at least one other person (for a corporate alarm user, at least two persons shall be listed) who can be reached at any time and who is authorized by the corporation or individual to respond to an alarm signal and who can open the premises in which the system is installed;

(7) The duplicate copy of the application, including all information, shall be furnished by the city clerk's office to the police chief, where it shall be kept on file in the shift commander's office.

(c) *Separate permit required for each type of alarm; limitation on number issued*. Alarm users who install a burglar and a holdup alarm system at the same location shall be required to obtain a permit for each type of system installed. No more than one burglar and one holdup alarm permit shall be issued for any one commercial location or address. No more than one burglar alarm permit shall be issued for any one residential location or address.

(d) *Types of permits; fees*. There shall be a permit fee paid to the city clerk at the time of filing an application, as follows:

(1) *Commercial permits*. Twenty-five dollars for one alarm permit issued or renewed and $10.00 for the second burglar or holdup alarm permit issued or renewed for the same location or address. Sister or branch organizations of the parent company shall obtain the permit under this section and shall be assessed $15.00 for each permit issued (applicable only to those within the city limits). Automatic teller machines equipped with alarms shall be assessed $15.00 for each permit issued (applicable only to those within the city limits).

(2) *Residential or private property permits*. Ten dollars for the initial permit and $10.00 each time it is renewed. No permit fees shall be refunded.

(e) *Display upon request*. Permits shall be presented by the holder for examination whenever requested by a police officer or the city clerk.

(Code 1975, § 13.5-6; Code 1997, § 30-63; Ord. No. 78-95-96, § 2, 11-6-1995; Ord. No. 73-99-00, § 1, 12-20-1999)

AFTER AMENDMENT

Sec 20-179 Alarm User Permit

(a) *Required*. All alarm users, including local installations, shall be required to have an alarm user's permit. Any alarm system user who operates an alarm system without first obtaining a user's permit as required by this section, who continues to use an alarm system after the permit has been revoked, or who fails to comply with any part of this article shall be subject to the penalty provided in section 20-150.

(b) *Application; contents; duplicate to be filed with police chief*. The alarm user applying for a permit required by this article shall state on the application form, which shall be furnished in duplicate by the city clerk's office, the following:

(1) Name, address and telephone number, and the address of the residence or business in or upon which the alarm system has been or will be installed;

(2) Number of systems for that address;

(3) Type of systems, i.e., burglar or armed robbery;

(4) Terminating point of system:

a. Answering service;

b. Central station, etc.;

c. Direct connection;

d. Local;

e. Proprietary system;

(5) The alarm business selling, installing, monitoring, inspecting, responding to or maintaining the alarm system;

(6) The name, address and telephone number of at least one other person (for a corporate alarm user, at least two persons shall be listed) who can be reached at any time and who is authorized by the corporation or individual to respond to an alarm signal and who can open the premises in which the system is installed;

(7) The duplicate copy of the application, including all information, shall be

furnished by the city clerk's office to the police chief, where it shall be kept on file in the shift commander's office.

(c) *Separate permit required for each type of alarm; limitation on number issued*. Alarm users who install a burglar and a holdup alarm system at the same location shall be required to obtain a permit for each type of system installed. No more than one burglar and one holdup alarm permit shall be issued for any one commercial location or address. No more than one burglar alarm permit shall be issued for any one residential location or address.

(d) *Types of permits; fees*. There shall be a permit fee paid to the city clerk at the time of filing an application, as follows:

(1) *Commercial permits*. ~~Twenty-five dollars~~ As listed on the city's consolidated fee schedule for one alarm permit issued or renewed and ~~$10.00~~ as listed on the city's consolidated fee schedule for the second burglar or holdup alarm permit issued or renewed for the same location or address. Sister or branch organizations of the parent company shall obtain the permit under this section and shall be assessed ~~$15.00~~ as listed on the city's consolidated fee schedule for each permit issued (applicable only to those within the city limits). Automatic teller machines equipped with alarms shall be assessed ~~$15.00~~ as listed on the city's consolidated fee schedule for each permit issued (applicable only to those within the city limits).

(2) *Residential or private property permits*. ~~Ten dollars for the~~ The initial permit fee shall be ~~and $10.00~~ as listed on the city's consolidated fee schedule each time it is renewed. No permit fees shall be refunded.

(e) *Display upon request*. Permits shall be presented by the holder for examination whenever requested by a police officer or the city clerk.

(Code 1975, § 13.5-6; Code 1997, § 30-63; Ord. No. 78-95-96, § 2, 11-6-1995; Ord. No. 73-99-00, § 1, 12-20-1999)

SECTION 74: **AMENDMENT** "Sec 6-118 Parades" of the Sheboygan Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

Sec 6-118 Parades

No parade in connection with a circus, dog or pony show, carnival or menagerie shall be allowed on the streets of the city without a permit from the mayor. Where the exhibitions are located within the city, no fee shall be required for the parade permit. Where the exhibitions are not required to pay a license fee by reason of being located outside of the city limits, or for any other reason, the permit fee shall be as follows:

(a) For the first day: $100.00;

(b) For each day thereafter: $50.00.

(Code 1975, § 6-71; Code 1997, § 14-164)

AFTER AMENDMENT

Sec 6-118 Parades

No parade in connection with a circus, dog or pony show, carnival or menagerie shall be allowed on the streets of the city without a permit from the mayor. Where the exhibitions are located within the city, no fee shall be required for the parade permit. Where the exhibitions are not required to pay a license fee by reason of being located outside of the city limits, or for any other reason, the permit fee shall be as follows:

(a) For the first day: ~~$100.00~~as listed on the city's consolidated fee schedule;
(b) For each day thereafter: ~~$50.00~~as listed on the city's consolidated fee schedule.

(Code 1975, § 6-71; Code 1997, § 14-164)

SECTION 75: **AMENDMENT** "Sec 20-177 Alarm Business License" of the Sheboygan Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

Sec 20-177 Alarm Business License

(a) *Required*. Any person engaged in an alarm business in the city shall apply to the city clerk's office, on a form to be furnished by the city clerk, for a license to do business and shall not commence doing business until the application is approved and the license is issued.
(b) *Qualifications generally*. Licenses under this section shall be issued only to a United States citizen over 18 years of age of good character, or to duly incorporated organizations, firms or companies.
(c) *Application; contents; fee*. The principal owner, agent or operator of the business shall apply for the alarm business license. Applicants for licenses under this section shall file a sworn application in writing (in duplicate) with the city clerk on a form furnished by the city clerk, which shall give the following information:
    (1) Name and complete description of the applicant or officers of a corporation;
    (2) Date of birth and date of incorporation;
    (3) Where born and where incorporated;
    (4) Address (home and business) and name and address of registered agent;
    (5) Statement as to whether the applicant has ever been convicted of any felony or crime involving moral turpitude or if the applicant is presently involved in any pending criminal court litigation and, if so, shall fully disclose the nature of the

offense, the status or disposition of the matter and the jurisdiction location;

(6) The name, address and telephone number of at least one other person (for a corporate alarm user, at least two persons shall be listed) who can be reached at any time and who is authorized by the corporation or individual to respond to an alarm signal and who can open the premises in which the system is installed.

License applications shall be accompanied by a nonrefundable fee of $50.00 to cover the costs to the city of processing the application and investigating the applicant.

(d) *Investigation by chief of police; issuance*. Except in those instances where an application is made by an incorporated organization, firm or company, upon completion of the application, the city clerk shall furnish the applicant with the original copy of the application. The chief of police shall cause such investigation of the applicant's business and moral character to be made as the chief of police deems necessary for the protection of the public good. If, as a result of such investigation, the applicant's character or business responsibility is found to be questionable, the chief of police shall report the same to the common council, which shall determine whether the application shall be approved or disapproved and return such application to the city clerk, who shall notify the applicant if the application is disapproved.

(e) *Expiration; renewal and fee*. All alarm business licenses shall expire on December 31 in the year issued. The city clerk, upon receiving payment of $25.00 for renewal of any such alarm business license, shall automatically renew the license. No refunds of license fees shall be made. Any application for license renewal not made by January 15 shall result in the applicant's paying a $50.00 fee, the same as new license applicants, before being granted a license renewal.

(f) *Display upon request*. An alarm business license shall be presented to any police officer or the city clerk upon demand for examination.

(Code 1975, § 13.5-4; Code 1997, § 30-61; Ord. No. 83-97-98, § 1, 11-3-1997)

AFTER AMENDMENT

Sec 20-177 Alarm Business License

(a) *Required*. Any person engaged in an alarm business in the city shall apply to the city clerk's office, on a form to be furnished by the city clerk, for a license to do business and shall not commence doing business until the application is approved and the license is issued.

(b) *Qualifications generally*. Licenses under this section shall be issued only to a United States citizen over 18 years of age of good character, or to duly incorporated organizations, firms or companies.

(c) *Application; contents; fee*. The principal owner, agent or operator of the business shall apply for the alarm business license. Applicants for licenses under this section shall file a sworn application in writing (in duplicate) with the city clerk on a form furnished by the city clerk, which shall give the following information:

(1) Name and complete description of the applicant or officers of a corporation;
(2) Date of birth and date of incorporation;
(3) Where born and where incorporated;
(4) Address (home and business) and name and address of registered agent;
(5) Statement as to whether the applicant has ever been convicted of any felony or crime involving moral turpitude or if the applicant is presently involved in any pending criminal court litigation and, if so, shall fully disclose the nature of the offense, the status or disposition of the matter and the jurisdiction location;
(6) The name, address and telephone number of at least one other person (for a corporate alarm user, at least two persons shall be listed) who can be reached at any time and who is authorized by the corporation or individual to respond to an alarm signal and who can open the premises in which the system is installed.

License applications shall be accompanied by a nonrefundable fee ~~of $50.00~~ as listed on the city's consolidated fee schedule to cover the costs to the city of processing the application and investigating the applicant.

(d) *Investigation by chief of police; issuance*. Except in those instances where an application is made by an incorporated organization, firm or company, upon completion of the application, the city clerk shall furnish the applicant with the original copy of the application. The chief of police shall cause such investigation of the applicant's business and moral character to be made as the chief of police deems necessary for the protection of the public good. If, as a result of such investigation, the applicant's character or business responsibility is found to be questionable, the chief of police shall report the same to the common council, which shall determine whether the application shall be approved or disapproved and return such application to the city clerk, who shall notify the applicant if the application is disapproved.

(e) *Expiration; renewal and fee*. All alarm business licenses shall expire on December 31 in the year issued. The city clerk, upon receiving payment ~~of $25.00~~ as listed on the city's consolidated fee schedule for renewal of any such alarm business license, shall automatically renew the license. No refunds of license fees shall be made. Any application for license renewal not made by January 15 shall result in the applicant's paying a ~~$50.00~~ fee as listed on the city's consolidated fee schedule , the same as new license applicants, before being granted a license renewal.

(f) *Display upon request*. An alarm business license shall be presented to any police officer or the city clerk upon demand for examination.

(Code 1975, § 13.5-4; Code 1997, § 30-61; Ord. No. 83-97-98, § 1, 11-3-1997)

SECTION 76: **AMENDMENT** "Sec 6-121 Fees" of the Sheboygan Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

Sec 6-121 Fees

(a) The amount of the fee for the license shall be as follows:
    (1) For each circus, menagerie, or combined circus and menagerie exhibited for gain, per day: $175.00.
    (2) For any carnival, per day: $75.00.
    (3) Per week: $325.00.
(b) The license fees set forth in subsections (a)(1) and (2) of this section shall be doubled if the application for the license is submitted to the city clerk less than 15 days prior to the exhibition or performance.

(Code 1975, § 6-67; Code 1997, § 14-193; Ord. No. 19-01-02, § 6, 8-6-2001)

AFTER AMENDMENT

Sec 6-121 Fees

(a) The amount of the fee for the license shall be as follows:
    (1) For each circus, menagerie, or combined circus and menagerie exhibited for gain, per day: ~~$175.00~~as listed on the city's consolidated fee schedule.
    (2) For any carnival, per day: ~~$75.00~~as listed on the city's consolidated fee schedule.
    (3) Per week: ~~$325.00~~as listed on the city's consolidated fee schedule.
(b) The license fees set forth in subsections (a)(1) and (2) of this section shall be doubled if the application for the license is submitted to the city clerk less than 15 days prior to the exhibition or performance.

(Code 1975, § 6-67; Code 1997, § 14-193; Ord. No. 19-01-02, § 6, 8-6-2001)

SECTION 77: **AMENDMENT** "Sec 6-147 Fee" of the Sheboygan Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

Sec 6-147 Fee

The fee for a theater license shall be $50.00, stage or screen, per year.

(Code 1975, § 6-87; Code 1997, § 14-228; Ord. No. 57-99-00, § 1, 11-15-1999)

AFTER AMENDMENT

Sec 6-147 Fee

The fee for a theater license shall be ~~$50.00~~as listed on the city's consolidated fee schedule, stage or screen, per year.

(Code 1975, § 6-87; Code 1997, § 14-228; Ord. No. 57-99-00, § 1, 11-15-1999)

SECTION 78: **AMENDMENT** "Sec 20-74 Transfer" of the Sheboygan Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

Sec 20-74 Transfer

A license issued under this division for any vehicle may be transferred to another vehicle belonging to the same licensee upon filing with the city clerk an application therefor, duly verified, showing that the vehicle previously licensed has become obsolete or has been sold or destroyed and that such vehicle is no longer to be used for the purposes contemplated in this article. The applicant shall also furnish all the information as to the vehicle proposed to be substituted and all certificates required as upon original licensing. If satisfied that such transfer is in good faith and not for the purpose of evasion, the city clerk shall require the surrender of the former certificate and issue a new one, charging the sum of $1.00, and shall thereupon correct the clerk's records to show such transfer.

(Code 1975, § 5-30; Code 1997, § 42-73)

AFTER AMENDMENT

Sec 20-74 Transfer

A license issued under this division for any vehicle may be transferred to another vehicle belonging to the same licensee upon filing with the city clerk an application therefor, duly verified, showing that the vehicle previously licensed has become obsolete or has been sold or destroyed and that such vehicle is no longer to be used for the purposes contemplated in this article. The applicant shall also furnish all the information as to the vehicle proposed to be substituted and all certificates required as upon original licensing. If satisfied that such transfer is in good faith and not for the purpose of evasion, the city clerk shall require the surrender of the former certificate and issue a new one, charging the sum ~~of $1.00~~ as listed on the city's consolidated fee schedule, and shall thereupon correct the clerk's records to show such transfer.

(Code 1975, § 5-30; Code 1997, § 42-73)

SECTION 79: **AMENDMENT** "Sec 20-69 Fees" of the Sheboygan Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

Sec 20-69 Fees

When an applicant for a license required under this division has complied with this article, the city clerk shall issue a license to the applicant for the privilege of operating ambulances within the city. The license fee for the operation of an ambulance service by any person shall be $50.00, plus a $10.00 fee for the registration plate for each ambulance.

(Code 1975, § 5-25; Code 1997, § 42-68)

AFTER AMENDMENT

Sec 20-69 Fees

When an applicant for a license required under this division has complied with this article, the city clerk shall issue a license to the applicant for the privilege of operating ambulances within the city. The license fee for the operation of an ambulance service by any person shall be ~~$50.00~~ as listed on the city's consolidated fee schedule, plus a ~~$10.00~~ fee ~~-~~ as listed on the city's consolidated fee schedule for the registration plate for each ambulance.

(Code 1975, § 5-25; Code 1997, § 42-68)

SECTION 80: **AMENDMENT** "Sec 6-194 Fee" of the Sheboygan Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

Sec 6-194 Fee

The license shall be for a period of one year or part of a year and shall expire June 30 following its issuance. License fees shall be prorated for applications made for periods of less than one year. The fee for a license shall be $100.00 per year.

(Code 1975, § 6-98; Code 1997, § 14-288)

AFTER AMENDMENT

Sec 6-194 Fee

The license shall be for a period of one year or part of a year and shall expire June 30 following its issuance. License fees shall be prorated for applications made for periods of less than one year. The fee for a license shall be ~~$100.00~~ per year as listed on the city's consolidated fee schedule.

(Code 1975, § 6-98; Code 1997, § 14-288)

SECTION 81: **AMENDMENT** "Sec 6-217 Fee" of the Sheboygan Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

Sec 6-217 Fee

The fee for such license shall be $100.00.

(Code 1997, § 14-304; Ord. No. 75-02-03, § 1, 3-3-2003; Ord. No. 86-02-03, § 1, 4-14-2003)

AFTER AMENDMENT

Sec 6-217 Fee

The fee for such license shall be ~~$100.00~~as listed on the city's consolidated fee schedule.

(Code 1997, § 14-304; Ord. No. 75-02-03, § 1, 3-3-2003; Ord. No. 86-02-03, § 1, 4-14-2003)

SECTION 82: **AMENDMENT** "Sec 14-372 License Required; Application; Regulation" of the Sheboygan Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

Sec 14-372 License Required; Application; Regulation

(a) Any person desiring to operate a mobile entertainment vehicle shall make written application for a mobile entertainment license to the city clerk's office. The application for such license shall be on forms provided by the city clerk's office and shall include the following:
    (1) The name, signature, and address of each applicant and of each member or officer of a corporate applicant.
    (2) A description, including make, model, VIN number, and license plate, of the mobile entertainment vehicle.
    (3) A clear description of the activities to be associated with the mobile entertainment vehicle.
    (4) A valid copy of all necessary licenses, permits, or certificates required by the County of Sheboygan, the State of Wisconsin, or any subsidiary enforcement agencies or departments thereof, including but not limited to valid proof of registration for the vehicle and driver's licenses for all operators and

employees.

(5) A signed statement that the mobile entertainment provider shall hold harmless the City and its officers and employees, and shall indemnify and hold harmless the City and its officers and employees for any claims for damage to property or injury to persons which may be occasioned by any activity carried on under the terms of the license. The mobile entertainment provider shall furnish and maintain such liability insurance as will protect vendor and the City from all claims for damage to property or bodily injury, including death, which may arise from the operations under the license or in connection therewith. Such insurance shall provide coverage of not less than one million dollars ($1,000,000) per occurrence. The policy shall further provide that it may not be cancelled except upon thirty (30) days written notice served upon the city clerk. A license issued pursuant to the provisions of this section shall be invalid at any time the insurance required herein is not maintained and evidence of continuing coverage is not filed with the city clerk.

(6) Any additional information deemed necessary by the city clerk to determine if issuance of a mobile entertainment vehicle license to a particular applicant would be in the best interest of the public.

(b) Upon receipt of an application for a mobile entertainment vehicle license, the clerk may conduct a background check and may refer it as soon as practicable to the chief of police who may make and complete an investigation of the statements made in such registration. Any such investigation should be completed within ten days of the referral. The clerk should refuse to register the applicant if it is determined that:

(1) The application contains any material omission or materially inaccurate statement;

(2) The applicant was convicted of a crime, statutory violation, or ordinance violation within the last five years, the nature of which is directly related to the applicant's fitness to engage in direct selling or the licensed activity; or

(3) The applicant failed to comply with any requirement of subsection (a).

(c) Each mobile entertainment vehicle license shall expire on April 1st of each year.

(d) A mobile entertainment vehicle license is not transferrable from person to person.

(e) A mobile entertainment vehicle license is valid for one vehicle only.

(f) The mobile entertainment vehicle license shall be permanently and prominently affixed to the mobile entertainment vehicle.

(g) All mobile entertainment providers licensed under this section shall pay an annual license fee of two hundred fifty dollars ($250.00).

AFTER AMENDMENT

Sec 14-372 License Required; Application; Regulation

(a) Any person desiring to operate a mobile entertainment vehicle shall make written application for a mobile entertainment license to the city clerk’s office. The application

for such license shall be on forms provided by the city clerk's office and shall include the following:

(1) The name, signature, and address of each applicant and of each member or officer of a corporate applicant.

(2) A description, including make, model, VIN number, and license plate, of the mobile entertainment vehicle.

(3) A clear description of the activities to be associated with the mobile entertainment vehicle.

(4) A valid copy of all necessary licenses, permits, or certificates required by the County of Sheboygan, the State of Wisconsin, or any subsidiary enforcement agencies or departments thereof, including but not limited to valid proof of registration for the vehicle and driver's licenses for all operators and employees.

(5) A signed statement that the mobile entertainment provider shall hold harmless the City and its officers and employees, and shall indemnify and hold harmless the City and its officers and employees for any claims for damage to property or injury to persons which may be occasioned by any activity carried on under the terms of the license. The mobile entertainment provider shall furnish and maintain such liability insurance as will protect vendor and the City from all claims for damage to property or bodily injury, including death, which may arise from the operations under the license or in connection therewith. Such insurance shall provide coverage of not less than one million dollars ($1,000,000) per occurrence. The policy shall further provide that it may not be cancelled except upon thirty (30) days written notice served upon the city clerk. A license issued pursuant to the provisions of this section shall be invalid at any time the insurance required herein is not maintained and evidence of continuing coverage is not filed with the city clerk.

(6) Any additional information deemed necessary by the city clerk to determine if issuance of a mobile entertainment vehicle license to a particular applicant would be in the best interest of the public.

(b) Upon receipt of an application for a mobile entertainment vehicle license, the clerk may conduct a background check and may refer it as soon as practicable to the chief of police who may make and complete an investigation of the statements made in such registration. Any such investigation should be completed within ten days of the referral. The clerk should refuse to register the applicant if it is determined that:

(1) The application contains any material omission or materially inaccurate statement;

(2) The applicant was convicted of a crime, statutory violation, or ordinance violation within the last five years, the nature of which is directly related to the applicant's fitness to engage in direct selling or the licensed activity; or

(3) The applicant failed to comply with any requirement of subsection (a).

(c) Each mobile entertainment vehicle license shall expire on April 1st of each year.

(d) A mobile entertainment vehicle license is not transferrable from person to person.

(e) A mobile entertainment vehicle license is valid for one vehicle only.

(f) The mobile entertainment vehicle license shall be permanently and prominently affixed

to the mobile entertainment vehicle.

(g) All mobile entertainment providers licensed under this section shall pay an annual license fee ~~of two hundred fifty dollars ($250.00)~~ as listed on the city's consolidated fee schedule.

SECTION 83: **AMENDMENT** "Sec 14-349 Expiration; Renewal" of the Sheboygan Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

Sec 14-349 Expiration; Renewal

All licenses issued under this article shall expire on December 31 in the year issued and may be annually renewed upon payment of $25.00 for a landscaping license and $25.00 for a tree removal license.

(Code 1975, § 39-85; Code 1997, § 126-163; Ord. No. 19-01-02, § 8, 8-6-2001)

AFTER AMENDMENT

Sec 14-349 Expiration; Renewal

All licenses issued under this article shall expire on December 31 in the year issued and may be annually renewed upon payment ~~of $25.00~~ as listed on the city's consolidated fee schedule for a landscaping license and ~~$25.00~~ as listed on the city's consolidated fee schedule for a tree removal license.

(Code 1975, § 39-85; Code 1997, § 126-163; Ord. No. 19-01-02, § 8, 8-6-2001)

SECTION 84: **AMENDMENT** "Sec 6-218 Temporary Amusement Arcade And Amusement Device Permit" of the Sheboygan Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

Sec 6-218 Temporary Amusement Arcade And Amusement Device Permit

(a) The clerk's office shall be authorized to issue a temporary permit for the operation of amusement machines, devices, or mechanical games in connection with fairs, festivals, carnivals or other similar events. A fee of $5.00 per machine per calendar day or

fraction thereof shall be paid prior to the issuance of such temporary permit. Such temporary permit shall be limited to the period of time and place specified thereon and shall be subject to suspension if the operation of the regulated machine or machines is deemed by a city police officer to unduly interfere with or be disruptive of good peace and order in the community. It shall be the responsibility of the person or organization sponsoring the particular fair, festival, carnival or other similar event to make application for and obtain such temporary amusement device permit in conjunction with the operation of such amusement machines.

(b) No person or organization shall be required to pay more than $100.00 in a given license year (July 1 through June 30) for temporary permits under this section for fairs, festivals, carnivals, or other similar events held in the same location.

(Code 1997, § 14-305; Ord. No. 75-02-03, § 1, 3-3-2003; Ord. No. 86-02-03, § 2, 4-14-2003)

AFTER AMENDMENT

Sec 6-218 Temporary Amusement Arcade And Amusement Device Permit

(a) The clerk's office shall be authorized to issue a temporary permit for the operation of amusement machines, devices, or mechanical games in connection with fairs, festivals, carnivals or other similar events. A fee ~~of $5.00~~ per machine per calendar day as listed on the city's consolidated fee schedule or fraction thereof shall be paid prior to the issuance of such temporary permit. Such temporary permit shall be limited to the period of time and place specified thereon and shall be subject to suspension if the operation of the regulated machine or machines is deemed by a city police officer to unduly interfere with or be disruptive of good peace and order in the community. It shall be the responsibility of the person or organization sponsoring the particular fair, festival, carnival or other similar event to make application for and obtain such temporary amusement device permit in conjunction with the operation of such amusement machines.

(b) No person or organization shall be required to pay more than ~~$100.00~~the fee as listed on the city's consolidated fee schedule in a given license year (July 1 through June 30) for temporary permits under this section for fairs, festivals, carnivals, or other similar events held in the same location.

(Code 1997, § 14-305; Ord. No. 75-02-03, § 1, 3-3-2003; Ord. No. 86-02-03, § 2, 4-14-2003)

SECTION 85: **AMENDMENT** "Sec 14-345 Fee" of the Sheboygan Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

Sec 14-345 Fee

Each application for a license required by this article shall be accompanied with a receipt from the city finance director/treasurer showing the payment of a $35.00 fee.

(Code 1975, § 39-81; Code 1997, § 126-158; Ord. No. 19-01-02, § 7, 8-6-2001)

AFTER AMENDMENT

Sec 14-345 Fee

Each application for a license required by this article shall be accompanied with a receipt from the city finance director/treasurer showing the payment ~~of a $35.00 fee~~ of the fee as listed on the city's consolidated fee schedule.

(Code 1975, § 39-81; Code 1997, § 126-158; Ord. No. 19-01-02, § 7, 8-6-2001)

SECTION 86: **AMENDMENT** "Sec 14-310 License Required; Application; Regulation" of the Sheboygan Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

Sec 14-310 License Required; Application; Regulation

(a) Any person desiring to operate a mobile food vehicle shall make written application for a mobile food vending license to the city clerk's office. The application for such license shall be on forms provided by the city clerk's office and shall include the following:
    (1) The name, signature, and address of each applicant and of each member or officer of a corporate applicant.
    (2) A description, including make, model, vehicle identification number, and license plate, of the mobile food vehicle.
    (3) A valid copy of all necessary licenses, permits or certificates required by the state or county or any subsidiary enforcement agencies or departments thereof, including, but not limited to, valid proof of registration for the vehicle and driver's licenses for all operators and employees.
    (4) A signed statement that the motor food vehicle vendor shall hold harmless the city and its officers and employees and shall indemnify and hold harmless the city and its officers and employees for any claims for damage to property or injury to persons which may be occasioned by any activity carried on under the terms of the license. The motor food vehicle vendor shall furnish and maintain such liability insurance as will protect vendor and the city from all claims for damage to property or bodily injury, including death, which may arise from the operations under the license or in connection therewith. Such insurance shall provide coverage of not less than $1,000,000.00 per occurrence. The policy shall further provide that it may not be cancelled

except upon 30 days' written notice served upon the city clerk. A license issued pursuant to the provisions of this section shall be invalid at any time the insurance required herein is not maintained and evidence of continuing coverage is not filed with the city clerk.

(5) Any additional information deemed necessary by the city clerk to determine if issuance of a mobile food vending license to a particular applicant would be in the best interest of the public.

(b) Upon receipt of an application for a mobile food vending license, the clerk may conduct a background check and may refer it as soon as practicable to the chief of police who may make and complete an investigation of the statements made in such registration. Any such investigation shall be completed within 72 hours of the referral. The clerk shall refuse to register the applicant if it is determined that:

(1) The application contains any material omission or materially inaccurate statement;

(2) The applicant was convicted of a crime, statutory violation or ordinance violation within the last five years, the nature of which is directly related to the applicant's fitness to engage in direct selling; or

(3) The applicant failed to comply with any requirement of subsection (a) of this section.

(c) Each mobile food vending license shall expire on April 1 of each year.

(d) A mobile food vending license is not transferrable from person to person.

(e) A mobile food vending license is valid for one vehicle only.

(f) The mobile food vending license shall be permanently and prominently affixed to the mobile food vehicle.

(g) All mobile food vehicle vendors licensed under this section shall pay an annual license fee of $200.00.

(Code 1997, § 78-102; Ord. No. 88-11-12, § 1, 4-16-2012)

AFTER AMENDMENT

Sec 14-310 License Required; Application; Regulation

(a) Any person desiring to operate a mobile food vehicle shall make written application for a mobile food vending license to the city clerk's office. The application for such license shall be on forms provided by the city clerk's office and shall include the following:

(1) The name, signature, and address of each applicant and of each member or officer of a corporate applicant.

(2) A description, including make, model, vehicle identification number, and license plate, of the mobile food vehicle.

(3) A valid copy of all necessary licenses, permits or certificates required by the state or county or any subsidiary enforcement agencies or departments thereof, including, but not limited to, valid proof of registration for the vehicle and driver's licenses for all operators and employees.

(4) A signed statement that the motor food vehicle vendor shall hold harmless the city and its officers and employees and shall indemnify and hold harmless the city and its officers and employees for any claims for damage to property or injury to persons which may be occasioned by any activity carried on under the terms of the license. The motor food vehicle vendor shall furnish and maintain such liability insurance as will protect vendor and the city from all claims for damage to property or bodily injury, including death, which may arise from the operations under the license or in connection therewith. Such insurance shall provide coverage of not less than $1,000,000.00 per occurrence. The policy shall further provide that it may not be cancelled except upon 30 days' written notice served upon the city clerk. A license issued pursuant to the provisions of this section shall be invalid at any time the insurance required herein is not maintained and evidence of continuing coverage is not filed with the city clerk.

(5) Any additional information deemed necessary by the city clerk to determine if issuance of a mobile food vending license to a particular applicant would be in the best interest of the public.

(b) Upon receipt of an application for a mobile food vending license, the clerk may conduct a background check and may refer it as soon as practicable to the chief of police who may make and complete an investigation of the statements made in such registration. Any such investigation shall be completed within 72 hours of the referral. The clerk shall refuse to register the applicant if it is determined that:

(1) The application contains any material omission or materially inaccurate statement;

(2) The applicant was convicted of a crime, statutory violation or ordinance violation within the last five years, the nature of which is directly related to the applicant's fitness to engage in direct selling; or

(3) The applicant failed to comply with any requirement of subsection (a) of this section.

(c) Each mobile food vending license shall expire on April 1 of each year.

(d) A mobile food vending license is not transferrable from person to person.

(e) A mobile food vending license is valid for one vehicle only.

(f) The mobile food vending license shall be permanently and prominently affixed to the mobile food vehicle.

(g) All mobile food vehicle vendors licensed under this section shall pay an annual license fee ~~of $200.00~~ as listed on the city's consolidated fee schedule.

(Code 1997, § 78-102; Ord. No. 88-11-12, § 1, 4-16-2012)

SECTION 87: **AMENDMENT** "Sec 14-287 Special Event Registration" of the Sheboygan Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

Sec 14-287 Special Event Registration

(a) As an alternative to the registration requirements and procedures set forth in sections 14-281 through 14-285, organizations sponsoring special events such as community festivals, art and craft fairs, flea markets, exhibitions or shows, may assume responsibility for registration of its authorized transient vendors for that event, as provided in this section:
    (1) At least five days prior to the special event, the sponsoring organization shall complete and return to the clerk a special event transient vendor registration form furnished by the clerk containing the following information:
        a. Sponsoring organization;
        b. Date and place of the special event;
        c. Name and address of each authorized vendor;
        d. A brief description of the merchandise and any services being offered for sale; and
        e. Any other information deemed necessary by the clerk.
    (2) The sponsoring organization shall accompany the registration form with a fee of $5.00 for each authorized vendor to be registered for the event, along with a statement signed by each vendor, appointing the city clerk or clerk's agent to accept service of process in any civil action brought against the vendor in connection with the vendor's activities at the special event, if the vendor cannot, after reasonable effort, be served personally.

    (3) Last minute or unanticipated authorized vendors for the special event shall be permitted to be registered by the sponsoring organization with the city clerk, using this special event procedure, provided the information, fees and required statement are provided to the clerk by the sponsoring organization within three business days after the vendor becomes authorized by the sponsoring organization to participate at the event.
    (4) No identification cards shall be issued under this special event registration procedure unless the clerk determines otherwise.
(b) Failure on the part of the sponsoring organization to register its authorized transient vendors, as provided in this section, shall subject the organization to a penalty of $10.00 per unregistered vendor, in addition to the required $5.00 fee. In addition, for knowing or intentional violations of this section, or knowing or intentional attempts to evade registration of its transient vendors, such organizations may be prohibited from registering its authorized transient vendors for future events under this section.

(Code 1997, § 78-62; Ord. No. 66-97-98, § 3, 10-6-1997)

AFTER AMENDMENT

Sec 14-287 Special Event Registration

(a) As an alternative to the registration requirements and procedures set forth in sections 14-281 through 14-285, organizations sponsoring special events such as community

festivals, art and craft fairs, flea markets, exhibitions or shows, may assume responsibility for registration of its authorized transient vendors for that event, as provided in this section:

(1) At least five days prior to the special event, the sponsoring organization shall complete and return to the clerk a special event transient vendor registration form furnished by the clerk containing the following information:
   a. Sponsoring organization;
   b. Date and place of the special event;
   c. Name and address of each authorized vendor;
   d. A brief description of the merchandise and any services being offered for sale; and
   e. Any other information deemed necessary by the clerk.

(2) The sponsoring organization shall accompany the registration form with a fee ~~of $5.00~~ as listed on the city's consolidated fee schedule for each authorized vendor to be registered for the event, along with a statement signed by each vendor, appointing the city clerk or clerk's agent to accept service of process in any civil action brought against the vendor in connection with the vendor's activities at the special event, if the vendor cannot, after reasonable effort, be served personally.

(3) Last minute or unanticipated authorized vendors for the special event shall be permitted to be registered by the sponsoring organization with the city clerk, using this special event procedure, provided the information, fees and required statement are provided to the clerk by the sponsoring organization within three business days after the vendor becomes authorized by the sponsoring organization to participate at the event.

(4) No identification cards shall be issued under this special event registration procedure unless the clerk determines otherwise.

(b) Failure on the part of the sponsoring organization to register its authorized transient vendors, as provided in this section, shall subject the organization to a penalty ~~of $10.00~~ as listed on the city's consolidated fee schedule per unregistered vendor, in addition to the required ~~d $5.00~~ fee as listed on the city's consolidated fee schedule. In addition, for knowing or intentional violations of this section, or knowing or intentional attempts to evade registration of its transient vendors, such organizations may be prohibited from registering its authorized transient vendors for future events under this section.

(Code 1997, § 78-62; Ord. No. 66-97-98, § 3, 10-6-1997)

SECTION 88: **AMENDMENT** "Sec 14-89 Sidewalk Cafe Permit" of the Sheboygan Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

Sec 14-89 Sidewalk Cafe Permit

(a) *Annual license.* The fee for an annual sidewalk café permit shall be $350 for an initial license and $200 for each renewal. Any license not renewed within 30 days of expiration shall be considered an initial license.
(b) *License fee.* The license fee shall be paid to the city finance director/treasurer. Annual licenses shall be issued on the 15th day of April each year or thereafter when applied for and shall expire on the 14th day of April of the year following its issuance.
(c) *Application.* Each application for a sidewalk café permit shall be filed with the city clerk's office. The application for new and returning sidewalk cafes shall include the following:
    (1) A layout, drawn to scale, which accurately depicts the dimensions and measurements of the existing area, including all adjacent streets, avenues, and adjacent private property; the proposed location of the sidewalk café; the size and number of tables, chairs, steps, planters, and umbrellas; and the location of all furniture, equipment, doorways, trees, gratings, parking meters, benches, trash receptacles, light poles, and any other amenities or obstructions, either existing or proposed, within the sidewalk café. This layout shall be submitted on eight and one-half-inch by 11-inch paper, suitable for reproduction. Any such layout shall be approved by the city engineer or his or her designee.
    (2) Photographs, drawings, or manufacturer's brochures fully describing the appearance and dimensions of all proposed tables, chairs, umbrellas, barriers or other objects related to the sidewalk café.

    (3) An indication of whether the applicant intends to sell or serve alcoholic beverages; those indicating such an intention shall submit proof that they have the required alcohol beverage license and that the site of the sidewalk café is part of the licensed premises.
    (4) Proof of insurance as required pursuant to section 14-90(e).
    (5) An agreement that the applicant and the applicant's heirs and assigns shall:
        a. Become primarily responsible and liable for all and any damage to persons or property caused by and arising from the grant and exercise of the privilege to encroach upon city right-of-way.
        b. Remove the encroachment allowed by the permit within ten days after notice to remove given by the state or the city.
        c. In the event of the failure to remove the encroachment, the applicant and the applicant's heirs and assigns shall pay the cost of removal by the state or the city.
        d. Waive all claims for damages resulting from removal of the encroachment whether the removal is done by the applicant, the applicant's heirs or assigns, the state or the city.
        e. Make such construction and/or alterations and maintenance of the same subject to the approval of the city building inspector and director of public works.
        f. Waive the right to contest in any manner the validity of the

encroachment agreement.

(d) The city clerk shall grant or deny all applications for sidewalk café permits. However, no such permit shall be granted until the city attorney, the chief of police, the director of public works, and the city planner (or their designees) has reviewed the application and made a recommendation to the city clerk.

(e) If the city planner, in the planner's sole discretion, determines that plan commission approval is required or appropriate, the city planner may withhold recommendation until such time as the plan commission has considered and approved the activity, structures, or modifications related to the permit application.

AFTER AMENDMENT

Sec 14-89 Sidewalk Cafe Permit

(a) *Annual license.* The fee for an annual sidewalk café permit shall be ~~$350~~as listed on the city's consolidated fee schedule for an initial license and ~~$200~~ for each renewal as listed on the city's consolidated fee schedule. Any license not renewed within 30 days of expiration shall be considered an initial license.

(b) *License fee.* The license fee shall be paid to the city finance director/treasurer. Annual licenses shall be issued on the 15th day of April each year or thereafter when applied for and shall expire on the 14th day of April of the year following its issuance.

(c) *Application.* Each application for a sidewalk café permit shall be filed with the city clerk's office. The application for new and returning sidewalk cafes shall include the following:

(1) A layout, drawn to scale, which accurately depicts the dimensions and measurements of the existing area, including all adjacent streets, avenues, and adjacent private property; the proposed location of the sidewalk café; the size and number of tables, chairs, steps, planters, and umbrellas; and the location of all furniture, equipment, doorways, trees, gratings, parking meters, benches, trash receptacles, light poles, and any other amenities or obstructions, either existing or proposed, within the sidewalk café. This layout shall be submitted on eight and one-half-inch by 11-inch paper, suitable for reproduction. Any such layout shall be approved by the city engineer or his or her designee.

(2) Photographs, drawings, or manufacturer's brochures fully describing the appearance and dimensions of all proposed tables, chairs, umbrellas, barriers or other objects related to the sidewalk café.

(3) An indication of whether the applicant intends to sell or serve alcoholic beverages; those indicating such an intention shall submit proof that they have the required alcohol beverage license and that the site of the sidewalk café is part of the licensed premises.

(4) Proof of insurance as required pursuant to section 14-90(e).

(5) An agreement that the applicant and the applicant's heirs and assigns shall:

a. Become primarily responsible and liable for all and any damage to persons or property caused by and arising from the grant and exercise

of the privilege to encroach upon city right-of-way.

b. Remove the encroachment allowed by the permit within ten days after notice to remove given by the state or the city.
c. In the event of the failure to remove the encroachment, the applicant and the applicant's heirs and assigns shall pay the cost of removal by the state or the city.
d. Waive all claims for damages resulting from removal of the encroachment whether the removal is done by the applicant, the applicant's heirs or assigns, the state or the city.
e. Make such construction and/or alterations and maintenance of the same subject to the approval of the city building inspector and director of public works.
f. Waive the right to contest in any manner the validity of the encroachment agreement.

(d) The city clerk shall grant or deny all applications for sidewalk café permits. However, no such permit shall be granted until the city attorney, the chief of police, the director of public works, and the city planner (or their designees) has reviewed the application and made a recommendation to the city clerk.

(e) If the city planner, in the planner's sole discretion, determines that plan commission approval is required or appropriate, the city planner may withhold recommendation until such time as the plan commission has considered and approved the activity, structures, or modifications related to the permit application.

SECTION 89: **<u>AMENDMENT</u>** "Sec 14-181 Application; Issuance; Fees" of the Sheboygan Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

Sec 14-181 Application; Issuance; Fees

(a) *Annual permit*. The fee for an annual parklet permit shall be the greater of $50.00 or $1.00 per square foot but shall not exceed $2,500.00.

(b) *Permit fee*. The permit fee shall be paid to the city treasurer. Annual permits shall be issued on April 15 each year or thereafter when applied for and shall expire on April 14 of the year following its issuance.

(c) *Issuance*. The city clerk shall grant or deny all applications for parklet permits. However, no such permit shall be granted until the city attorney, the chief of police, the director of public works, and the city planner (or their designees) has reviewed the application and made a recommendation to the city clerk. If the city planner, in the planner's sole discretion, determines that plan commission approval is required or appropriate, the planner may withhold recommendation until such time as the plan commission has considered and approved the activity, structures, or modifications

related to the permit application. No parklet permit shall be granted or issued unless all operations, including the potential sale or service of alcoholic beverages, can be done in compliance with all relevant ordinances and statutes.

(d) *Application*. Each application for a parklet permit shall be filed with the city clerk's office. The application for new and returning parklets shall include the following:

(1) A valid copy of all necessary permits or certificates required by the state or the county or any subsidiary enforcement agencies or departments thereof, including, but not limited to, restaurant and alcohol beverage permits.

(2) A layout, drawn to scale, which accurately depicts the dimensions and measurements of the existing area, including all adjacent streets, avenues, and adjacent private property; the proposed location of the parklet; the size and number of tables, chairs, steps, planters, and umbrellas; and the location of all furniture, equipment, doorways, trees, gratings, parking meters, benches, trash receptacles, light poles, and any other amenities or obstructions, either existing or proposed, within the pedestrian area. This layout shall be submitted on 8 1/2-inch by 11-inch paper, suitable for reproduction.

(3) Photographs, drawings, or manufacturer's brochures fully describing the appearance and dimensions of all proposed tables, chairs, umbrellas, barriers or other objects related to the parklet.

(4) Proof of insurance as required pursuant to section 14-211.

(5) An agreement that the applicant and the applicant's heirs and assigns shall:

a. Become primarily responsible and liable for all and any damage to persons or property caused by and arising from the grant and exercise of the privilege to encroach upon public right-of-way;

b. Remove the encroachment allowed by the permit within ten days after notice to remove given by the state or the city;

c. In the event of the failure to remove the encroachment, the applicant and the applicant's heirs and assigns shall pay the cost of removal by the state or the city;

d. Waive all claims for damages resulting from removal of the encroachment whether the removal is done by the applicant, the applicant's heirs or assigns, the state or the city;

e. Make such construction or alterations and maintain the same subject to the approval of the city building inspector and director of public works and shall waive the right to contest in any manner the validity of the encroachment agreement.

(6) An agreement to be bound by the standards in this article.

(e) *Transfer*. A parklet permit may be transferred to a new owner or permittee only for the location and area listed in the permit and only if the new owner or permittee can show they are capable of meeting all relevant regulations. If the site plan will change, a new plan must be filed and approved prior to the use under the new site plan. A new certificate of insurance must be filed with the city before the permit transfer.

(f) *Lapse of permit*. In the event of failure to exercise the privilege granted by a parklet permit within nine months of granting, regardless of the date of issuance, the permit

shall become null and void.

AFTER AMENDMENT

Sec 14-181 Application; Issuance; Fees

(a) *Annual permit*. The fee for an annual parklet permit shall be ~~the greater of $50.00 or $1.00 per square foot but shall not exceed $2,500.00~~ as listed on the city's consolidated fee schedule.

(b) *Permit fee*. The permit fee shall be paid to the city treasurer. Annual permits shall be issued on April 15 each year or thereafter when applied for and shall expire on April 14 of the year following its issuance.

(c) *Issuance*. The city clerk shall grant or deny all applications for parklet permits. However, no such permit shall be granted until the city attorney, the chief of police, the director of public works, and the city planner (or their designees) has reviewed the application and made a recommendation to the city clerk. If the city planner, in the planner's sole discretion, determines that plan commission approval is required or appropriate, the planner may withhold recommendation until such time as the plan commission has considered and approved the activity, structures, or modifications related to the permit application. No parklet permit shall be granted or issued unless all operations, including the potential sale or service of alcoholic beverages, can be done in compliance with all relevant ordinances and statutes.

(d) *Application*. Each application for a parklet permit shall be filed with the city clerk's office. The application for new and returning parklets shall include the following:

(1) A valid copy of all necessary permits or certificates required by the state or the county or any subsidiary enforcement agencies or departments thereof, including, but not limited to, restaurant and alcohol beverage permits.

(2) A layout, drawn to scale, which accurately depicts the dimensions and measurements of the existing area, including all adjacent streets, avenues, and adjacent private property; the proposed location of the parklet; the size and number of tables, chairs, steps, planters, and umbrellas; and the location of all furniture, equipment, doorways, trees, gratings, parking meters, benches, trash receptacles, light poles, and any other amenities or obstructions, either existing or proposed, within the pedestrian area. This layout shall be submitted on 8 1/2-inch by 11-inch paper, suitable for reproduction.

(3) Photographs, drawings, or manufacturer's brochures fully describing the appearance and dimensions of all proposed tables, chairs, umbrellas, barriers or other objects related to the parklet.

(4) Proof of insurance as required pursuant to section 14-211.

(5) An agreement that the applicant and the applicant's heirs and assigns shall:

a. Become primarily responsible and liable for all and any damage to persons or property caused by and arising from the grant and exercise of the privilege to encroach upon public right-of-way;

b. Remove the encroachment allowed by the permit within ten days after notice to remove given by the state or the city;

c. In the event of the failure to remove the encroachment, the applicant and the applicant's heirs and assigns shall pay the cost of removal by the state or the city;
d. Waive all claims for damages resulting from removal of the encroachment whether the removal is done by the applicant, the applicant's heirs or assigns, the state or the city;
e. Make such construction or alterations and maintain the same subject to the approval of the city building inspector and director of public works and shall waive the right to contest in any manner the validity of the encroachment agreement.

(6) An agreement to be bound by the standards in this article.

(e) *Transfer*. A parklet permit may be transferred to a new owner or permittee only for the location and area listed in the permit and only if the new owner or permittee can show they are capable of meeting all relevant regulations. If the site plan will change, a new plan must be filed and approved prior to the use under the new site plan. A new certificate of insurance must be filed with the city before the permit transfer.

(f) *Lapse of permit*. In the event of failure to exercise the privilege granted by a parklet permit within nine months of granting, regardless of the date of issuance, the permit shall become null and void.

SECTION 90: **AMENDMENT** "Sec 14-60 Fees" of the Sheboygan Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

Sec 14-60 Fees

The annual license fee for a massage establishment shall be $100.00. Such license shall run from January 1 to December 31.

(Code 1997, § 30-123)

AFTER AMENDMENT

Sec 14-60 Fees

The annual license fee for a massage establishment shall be ~~$100.00~~ as listed on the city's consolidated fee schedule. Such license shall run from January 1 to December 31.

(Code 1997, § 30-123)

SECTION 91: **AMENDMENT** "Sec 14-3 Tobacco Product Retailer Licenses And License Fee" of the Sheboygan Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

Sec 14-3 Tobacco Product Retailer Licenses And License Fee

The city elects to license cigarette and tobacco products retailers in accordance with the provisions of Wis. Stats. § 134.65. The annual license fee for a cigarette and tobacco products retailer license shall be $100.00.

(Code 1975, § 34-50; Code 1997, §§ 30-191, 30-192; Ord. No. 69-98-99, § 1, 8-17-1998; Ord. No. 19-01-02, § 4, 8-6-2001)

AFTER AMENDMENT

Sec 14-3 Tobacco Product Retailer Licenses And License Fee

The city elects to license cigarette and tobacco products retailers in accordance with the provisions of Wis. Stats. § 134.65. The annual license fee for a cigarette and tobacco products retailer license shall be ~~$100.00~~as listed on the city's consolidated fee schedule.

(Code 1975, § 34-50; Code 1997, §§ 30-191, 30-192; Ord. No. 69-98-99, § 1, 8-17-1998; Ord. No. 19-01-02, § 4, 8-6-2001)

SECTION 92: **AMENDMENT** "Sec 6-220 Term And Late Filing Fee" of the Sheboygan Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

Sec 6-220 Term And Late Filing Fee

Licenses issued under this article shall expire on June 30 of each year. Any application for renewal of a license under this article after the termination date shall be subject to a late filing fee of ten percent of the fee, but not less than $5.00 per late license application.

(Code 1997, § 14-307; Ord. No. 75-02-03, § 1, 3-3-2003)

AFTER AMENDMENT

Sec 6-220 Term And Late Filing Fee

Licenses issued under this article shall expire on June 30 of each year. Any application for

renewal of a license under this article after the termination date shall be subject to a late filing fee ~~of ten percent of the fee~~as listed on the city's consolidated fee schedule, but not less than ~~$5.00~~a fee as listed on the city's consolidated fee schedule per late license application.

(Code 1997, § 14-307; Ord. No. 75-02-03, § 1, 3-3-2003)

SECTION 93: **AMENDMENT** "Sec 48-191 Contract And Bond" of the Sheboygan Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

Sec 48-191 Contract And Bond

Pursuant to section 48-190, no bid shall be received or considered, or contract awarded thereon unless the bid contains a provision that the bidder will, within five days after notice of the bidder's successful bid, enter into a written contract with the city and file a performance bond signed by a corporate surety in the amount of $500.00. The contract shall contain a further provision that the bidder shall pay to the city the sum of $50.00 as liquidated damages for failure to enter into such contract or file the performance bond within the five-day period, and that the bidder shall pay an additional $50.00 as liquidated damages for failure to comply with the contract.

(Code 1975, § 36-64; Code 1997, § 110-208)

AFTER AMENDMENT

Sec 48-191 Contract And Bond

Pursuant to section 48-190, no bid shall be received or considered, or contract awarded thereon unless the bid contains a provision that the bidder will, within five days after notice of the bidder's successful bid, enter into a written contract with the city and file a performance bond signed by a corporate surety in the amount of $500.00. The contract shall contain a further provision that the bidder shall pay to the city the sum ~~of $50.00~~as listed in the city's consolidated fee schedule as liquidated damages for failure to enter into such contract or file the performance bond within the five-day period, and that the bidder shall pay an additional ~~$50.00~~fee as listed in the city's consolidated fee schedule as liquidated damages for failure to comply with the contract.

(Code 1975, § 36-64; Code 1997, § 110-208)

SECTION 94: **AMENDMENT** "Sec 18-2 Medical Insurance" of the Sheboygan Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

Sec 18-2 Medical Insurance

(a) *Election of retirees to participate*. Eligible employees who retire after January 1, 1977, may participate in the city's medical insurance family, employee, plus spouse, employee, plus children, or single plan for retirees, subject to the limitations and conditions listed under subsection (c) of this section. Such election shall be made on or before the date of retirement. Employees who do not elect coverage at the time of retirement are deemed to have waived their right to participate, subject to continuation rights they may have pursuant to federal and state law.

(b) *Payment of premiums*. Eligible retirees who elect to participate in the city's medical insurance plan pursuant to subsection (a) of this section shall prepay monthly, via direct deposit, the entire rate for their medical plan coverage, as established from time to time by the city or its insurance carrier, to the finance director/treasurer on or before the 15th day of the month preceding coverage. A fee of $50.00 shall be added to the established premium for any failure to pay by the 15th, including rejection of a direct deposit. Any eligible retiree who fails to pay the premium and all fees by the last day of the month shall be terminated from the plan effective the first day of the following month, absent extraordinary circumstances completely beyond the control of such retiree. In the event a retiree wishes to appeal this decision, the retiree may do so, in writing, within 30 days of the fee being charged. The appeal would be directly to licensing, hearings, and public safety committee.

(c) *Limitations and conditions*.

(1) The employee must have reached normal retirement age as determined for annuity computation purposes and must receive a monthly retirement annuity from the state retirement fund.

(2) The employee is not eligible for any other group health insurance while employed elsewhere.

(3) When the employee or employee's spouse becomes eligible for any government-sponsored insurance programs, the coverage shall be changed to a nonduplicating plan.

(d) *Surviving spouse*. A surviving spouse of an active, disabled or a retired employee may elect to participate in the city medical benefit plan at the spouse's own expense, subject to the limitations and conditions listed below, excepting as otherwise set forth in any labor agreements passed by the common council. The surviving spouse shall not be eligible for dental coverage under the city plan except as required by applicable law.

(1) The employee, or retired employee, must have 15 years or more of continuous city service and be enrolled in the city medical benefit plan at the time of death.

(2) The election shall be irrevocable and shall be made within 30 days after the date of death of the employee or retired employee and the spouse may remain in the aforementioned plan indefinitely, subject to the other provisions herein.

(3) The surviving spouse shall pay, monthly, via direct deposit, the entire rate for medical plan coverage, as established from time to time by the city or its

insurance carrier to the finance director/treasurer on or before the 15th day of the month preceding coverage. The payments shall not be reduced by any contractual city contribution for medical plan rates for which the deceased employee or retired employee may have been eligible. Upon failure to pay by the 15th, or if the direct deposit rejects, a late payment fee of $50.00 shall be added to the established premium. Failure to pay the premium and late payment fee by the last day of the month shall result in termination from the plan effective the first day of the following month, absent extraordinary circumstances totally beyond the control of such surviving spouse as determined by the common council upon recommendation of the finance and personnel committee.

(4) Coverage under the above plan shall be limited to the surviving spouse and the deceased's legally dependent children, inclusive of unborn, as of the date of the employee's or retired employee's death. The coverage for the surviving spouse and deceased's legally dependent children shall terminate upon a change in the marital status of the surviving spouse.

(5) The surviving spouse must sign an affidavit of eligibility upon initial enrollment and may not be eligible for any type of medical plan coverage as a result of being employed elsewhere. The affidavit must be completed and signed on an annual basis. Lack of response or failure to include factual information in the affidavit will result in the surviving spouse being terminated from the city medical benefit plan.

(6) When the surviving spouse becomes eligible for any government-sponsored insurance program, the coverage shall be changed to a nonduplicating plan.

(7) The terms "dependent" and "disabled," as used herein, are as defined in the city's medical benefit plan summary.

(8) The surviving spouse of employees with less than 15 years of service will be offered coverage as required under applicable law and will be ineligible for further city coverage when the coverage required by law expires.

(Code 1997, § 82-2)

AFTER AMENDMENT

Sec 18-2 Medical Insurance

(a) *Election of retirees to participate*. Eligible employees who retire after January 1, 1977, may participate in the city's medical insurance family, employee, plus spouse, employee, plus children, or single plan for retirees, subject to the limitations and conditions listed under subsection (c) of this section. Such election shall be made on or before the date of retirement. Employees who do not elect coverage at the time of retirement are deemed to have waived their right to participate, subject to continuation rights they may have pursuant to federal and state law.

(b) *Payment of premiums*. Eligible retirees who elect to participate in the city's medical insurance plan pursuant to subsection (a) of this section shall prepay monthly, via

direct deposit, the entire rate for their medical plan coverage, as established from time to time by the city or its insurance carrier, to the finance director/treasurer on or before the 15th day of the month preceding coverage. A fee ~~of $50.00~~as listed on the city's consolidated fee schedule shall be added to the established premium for any failure to pay by the 15th, including rejection of a direct deposit. Any eligible retiree who fails to pay the premium and all fees by the last day of the month shall be terminated from the plan effective the first day of the following month, absent extraordinary circumstances completely beyond the control of such retiree. In the event a retiree wishes to appeal this decision, the retiree may do so, in writing, within 30 days of the fee being charged. The appeal would be directly to licensing, hearings, and public safety committee.

(c) *Limitations and conditions*.

(1) The employee must have reached normal retirement age as determined for annuity computation purposes and must receive a monthly retirement annuity from the state retirement fund.

(2) The employee is not eligible for any other group health insurance while employed elsewhere.

(3) When the employee or employee's spouse becomes eligible for any government-sponsored insurance programs, the coverage shall be changed to a nonduplicating plan.

(d) *Surviving spouse*. A surviving spouse of an active, disabled or a retired employee may elect to participate in the city medical benefit plan at the spouse's own expense, subject to the limitations and conditions listed below, excepting as otherwise set forth in any labor agreements passed by the common council. The surviving spouse shall not be eligible for dental coverage under the city plan except as required by applicable law.

(1) The employee, or retired employee, must have 15 years or more of continuous city service and be enrolled in the city medical benefit plan at the time of death.

(2) The election shall be irrevocable and shall be made within 30 days after the date of death of the employee or retired employee and the spouse may remain in the aforementioned plan indefinitely, subject to the other provisions herein.

(3) The surviving spouse shall pay, monthly, via direct deposit, the entire rate for medical plan coverage, as established from time to time by the city or its insurance carrier to the finance director/treasurer on or before the 15th day of the month preceding coverage. The payments shall not be reduced by any contractual city contribution for medical plan rates for which the deceased employee or retired employee may have been eligible. Upon failure to pay by the 15th, or if the direct deposit rejects, a late payment fee of $50.00 shall be added to the established premium. Failure to pay the premium and late payment fee by the last day of the month shall result in termination from the plan effective the first day of the following month, absent extraordinary circumstances totally beyond the control of such surviving spouse as determined by the common council upon recommendation of the finance and personnel committee.

(4) Coverage under the above plan shall be limited to the surviving spouse and

the deceased's legally dependent children, inclusive of unborn, as of the date of the employee's or retired employee's death. The coverage for the surviving spouse and deceased's legally dependent children shall terminate upon a change in the marital status of the surviving spouse.

(5) The surviving spouse must sign an affidavit of eligibility upon initial enrollment and may not be eligible for any type of medical plan coverage as a result of being employed elsewhere. The affidavit must be completed and signed on an annual basis. Lack of response or failure to include factual information in the affidavit will result in the surviving spouse being terminated from the city medical benefit plan.

(6) When the surviving spouse becomes eligible for any government-sponsored insurance program, the coverage shall be changed to a nonduplicating plan.

(7) The terms "dependent" and "disabled," as used herein, are as defined in the city's medical benefit plan summary.

(8) The surviving spouse of employees with less than 15 years of service will be offered coverage as required under applicable law and will be ineligible for further city coverage when the coverage required by law expires.

(Code 1997, § 82-2)

SECTION 95: **AMENDMENT** "Sec 52-47 Officer May Move Vehicles" of the Sheboygan Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

Sec 52-47 Officer May Move Vehicles

(a) Whenever any traffic officer finds a vehicle standing upon a street or alley in violation of a prohibition, limitation or restriction on stopping, standing or parking imposed under Wis. Stats. ch. 346 or § 349.13, or a city ordinance in conformity therewith, the officer is authorized to move, or cause to be moved, such vehicle or to require the operator in charge thereof to move such vehicle to a position where parking is not prohibited or to either private or public parking or storage premises. The removal may be performed by, or under the direction of, the traffic officer or may be contracted for by the police department.

(b) When the removal is performed by or under the direction of a traffic officer and not by a towing company contracted by the police department, the charges for removal under this section shall be the actual towing fee, plus administrative costs of $15.00, and storage costs shall be charged at the rate of $7.00 per day. The charges for removal and storage shall be paid to the chief of police or the chief's duly authorized representative, and the vehicle may be released from storage upon presentation of an authorization from the chief of police or the chief's duly authorized representative and the execution and delivery of a properly signed receipt by the owner of the vehicle.

The owner of the vehicle is entitled to an informal hearing before the chief of police or the chief's duly authorized representative concerning the amount of accrued towing and storage charges. A notice informing the owner of the location of the vehicle, the procedure for reclaiming the vehicle and the availability of an informal hearing before the chief of police or the chief's duly authorized representative shall be mailed to the last-known address within 24 hours after removal.

(c) When the removal is performed by a towing company contracted by the police department, the operator or owner of the vehicle removed shall pay to the contractor the charges for moving or towing and any storage as provided in the contract; notwithstanding the provisions of the contract, no operator or owner shall be required to pay any sum for moving, towing, or storage that is unreasonable under the circumstances.

(d) A person wishing their vehicle to be released must provide proper identification and a receipt showing all outstanding parking citations are paid in full, including the citation for which the towing occurred as well as any towing, storage or administration fee assessed pursuant to subsections (b) and (c) of this section. Whenever all such charges are paid, the vehicle shall be released to its owner. If a citation upon which removal and storage is authorized is released by the chief of police or the chief's duly authorized representative or dismissed by the court because the citation was improperly issued, the chief of police or the chief's duly authorized representative shall release the vehicle without payment of charges for removal and storage and shall refund any charges for removal and storage of such vehicle which shall have previously been paid.

(e) A person who has custody of a vehicle removed or stored under this section or otherwise at the request of a law enforcement officer shall release the personal property within the vehicle to the owner of the vehicle during regular office hours upon presentation by the owner of proper identification. No charge may be assessed against the owner for the removal or release of the personal property.

(f) If the owner removes the personal property from a motor vehicle under this section, the vehicle shall be deemed abandoned unless the person enters into a written agreement, acceptable to all parties, to pay the full charges for towing and storage. The owner shall be informed of this subsection by the person who has custody of the vehicle before the property is released. A vehicle deemed abandoned under this subsection may be disposed of as an abandoned vehicle pursuant to section 52-264.

(g) Any vehicle removed pursuant to this section and not released to the owner or operator within 48 hours of the notice provided for in subsection (b) of this section shall be deemed an abandoned vehicle pursuant to section 52-264.

(Code 1975, § 38-24; Code 1997, § 118-49; Ord. No. 35-02-03, § 2, 9-16-2002; Ord. No. 99-06-07, § 2, 4-4-2007)

AFTER AMENDMENT

Sec 52-47 Officer May Move Vehicles

(a) Whenever any traffic officer finds a vehicle standing upon a street or alley in violation of a prohibition, limitation or restriction on stopping, standing or parking imposed under Wis. Stats. ch. 346 or § 349.13, or a city ordinance in conformity therewith, the officer is authorized to move, or cause to be moved, such vehicle or to require the operator in charge thereof to move such vehicle to a position where parking is not prohibited or to either private or public parking or storage premises. The removal may be performed by, or under the direction of, the traffic officer or may be contracted for by the police department.

(b) When the removal is performed by or under the direction of a traffic officer and not by a towing company contracted by the police department, the charges for removal under this section shall be the actual towing fee, plus administrative costs ~~of $15.00~~as listed on the city's consolidated fee schedule, and storage costs shall be charged at the rate ~~of $7.00~~ per day as listed on the city's consolidated fee schedule. The charges for removal and storage shall be paid to the chief of police or the chief's duly authorized representative, and the vehicle may be released from storage upon presentation of an authorization from the chief of police or the chief's duly authorized representative and the execution and delivery of a properly signed receipt by the owner of the vehicle. The owner of the vehicle is entitled to an informal hearing before the chief of police or the chief's duly authorized representative concerning the amount of accrued towing and storage charges. A notice informing the owner of the location of the vehicle, the procedure for reclaiming the vehicle and the availability of an informal hearing before the chief of police or the chief's duly authorized representative shall be mailed to the last-known address within 24 hours after removal.

(c) When the removal is performed by a towing company contracted by the police department, the operator or owner of the vehicle removed shall pay to the contractor the charges for moving or towing and any storage as provided in the contract; notwithstanding the provisions of the contract, no operator or owner shall be required to pay any sum for moving, towing, or storage that is unreasonable under the circumstances.

(d) A person wishing their vehicle to be released must provide proper identification and a receipt showing all outstanding parking citations are paid in full, including the citation for which the towing occurred as well as any towing, storage or administration fee assessed pursuant to subsections (b) and (c) of this section. Whenever all such charges are paid, the vehicle shall be released to its owner. If a citation upon which removal and storage is authorized is released by the chief of police or the chief's duly authorized representative or dismissed by the court because the citation was improperly issued, the chief of police or the chief's duly authorized representative shall release the vehicle without payment of charges for removal and storage and shall refund any charges for removal and storage of such vehicle which shall have previously been paid.

(e) A person who has custody of a vehicle removed or stored under this section or otherwise at the request of a law enforcement officer shall release the personal property within the vehicle to the owner of the vehicle during regular office hours upon presentation by the owner of proper identification. No charge may be assessed

against the owner for the removal or release of the personal property.

(f) If the owner removes the personal property from a motor vehicle under this section, the vehicle shall be deemed abandoned unless the person enters into a written agreement, acceptable to all parties, to pay the full charges for towing and storage. The owner shall be informed of this subsection by the person who has custody of the vehicle before the property is released. A vehicle deemed abandoned under this subsection may be disposed of as an abandoned vehicle pursuant to section 52-264.

(g) Any vehicle removed pursuant to this section and not released to the owner or operator within 48 hours of the notice provided for in subsection (b) of this section shall be deemed an abandoned vehicle pursuant to section 52-264.

(Code 1975, § 38-24; Code 1997, § 118-49; Ord. No. 35-02-03, § 2, 9-16-2002; Ord. No. 99-06-07, § 2, 4-4-2007)

SECTION 96: **AMENDMENT** "Sec 52-267 Reclamation Or Disposal" of the Sheboygan Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

Sec 52-267 Reclamation Or Disposal

(a) Whenever the charges for removal and storage for a vehicle removed and impounded under section 52-266 are paid, such vehicle shall be released to its owner. The owner of a removed and impounded vehicle is entitled to an informal hearing before the chief of police or the chief's duly authorized representative concerning the amount of accrued towing and storage charges.

(b) If a citation upon which removal and storage is authorized is released by the chief of police or the chief's duly authorized representative or dismissed by the court because the citation was improperly issued, the chief of police or the chief's duly authorized representative shall release the vehicle without payment of charges for removal and storage and shall refund any charges for removal and storage of such vehicle which shall have previously been paid.

(c) Except as provided elsewhere in this article, any motor vehicle, trailer, semitrailer, or mobile home removed and impounded under this division shall be retained in storage for a period of not less than ten days after certified mail notice has been sent to the last-known address of the owner and lienholders of record to permit reclamation of the vehicle after payment of accrued charges. Such notice shall set forth the year, make, model, and serial number of the abandoned vehicle, the place where the vehicle is being held, and shall inform the owner and any lienholders of their right to reclaim the vehicle. The notice shall state that the failure of the owner or lienholders to exercise their rights to reclaim the vehicle under this article shall be deemed a waiver of all right, title, and interest in the vehicle and a consent to the sale of the vehicle. If the vehicle was removed and impounded under section 52-264(b)(2) because it was

unlicensed, the notice shall inform the owner that if the vehicle is reclaimed and remains unlicensed it continues to be deemed abandoned. Each retained vehicle not claimed by its owner or lienholder may be disposed of at a sale by sealed bid or by auction sale as set forth below.

(d) At such a sale the highest bid for any retained vehicle shall be accepted unless the bid is deemed inadequate by the police chief or the chief's duly authorized representative, in which event all bids may be rejected. If all bids are rejected or no bid is received, the city may either readvertise the sale, adjourn the sale to a definite date, sell the motor vehicle at a private sale or junk the vehicle. Any interested person may offer bids on each abandoned vehicle to be sold.

(e) Public notice of a sale shall be posted at the police department. The posting of the notice shall be in the same form as the certified mail notice sent to the owner or lienholders of record. Upon sale of an abandoned vehicle, the city shall supply the purchaser with a completed form designed by the department enabling the purchaser to obtain a regular certificate of title for the vehicle. The purchaser shall have ten days to remove the vehicle from the storage area but shall pay $7.00 for each day the vehicle remains in storage after the second business day subsequent to the sale date. Ten days after the sale, the purchaser shall forfeit all interest in the vehicle and the vehicle shall be deemed to be abandoned and may be sold again immediately.

(f) Any listing of vehicles to be sold by the city shall be made available to any interested person or organization which makes a written request for such a list, upon payment of a fee of $0.25 per page, plus postage.

(g) After deducting the expense of impoundment and sale, the balance of the proceeds, if any, shall be paid into the city treasury.

(Code 1975, § 38-233; Code 1997, § 118-279; Ord. No. 35-02-03, § 7, 9-16-2002; Ord. No. 99-06-07, § 3, 4-4-2007)

AFTER AMENDMENT

Sec 52-267 Reclamation Or Disposal

(a) Whenever the charges for removal and storage for a vehicle removed and impounded under section 52-266 are paid, such vehicle shall be released to its owner. The owner of a removed and impounded vehicle is entitled to an informal hearing before the chief of police or the chief's duly authorized representative concerning the amount of accrued towing and storage charges.

(b) If a citation upon which removal and storage is authorized is released by the chief of police or the chief's duly authorized representative or dismissed by the court because the citation was improperly issued, the chief of police or the chief's duly authorized representative shall release the vehicle without payment of charges for removal and storage and shall refund any charges for removal and storage of such vehicle which shall have previously been paid.

(c) Except as provided elsewhere in this article, any motor vehicle, trailer, semitrailer, or mobile home removed and impounded under this division shall be retained in storage

for a period of not less than ten days after certified mail notice has been sent to the last-known address of the owner and lienholders of record to permit reclamation of the vehicle after payment of accrued charges. Such notice shall set forth the year, make, model, and serial number of the abandoned vehicle, the place where the vehicle is being held, and shall inform the owner and any lienholders of their right to reclaim the vehicle. The notice shall state that the failure of the owner or lienholders to exercise their rights to reclaim the vehicle under this article shall be deemed a waiver of all right, title, and interest in the vehicle and a consent to the sale of the vehicle. If the vehicle was removed and impounded under section 52-264(b)(2) because it was unlicensed, the notice shall inform the owner that if the vehicle is reclaimed and remains unlicensed it continues to be deemed abandoned. Each retained vehicle not claimed by its owner or lienholder may be disposed of at a sale by sealed bid or by auction sale as set forth below.

(d) At such a sale the highest bid for any retained vehicle shall be accepted unless the bid is deemed inadequate by the police chief or the chief's duly authorized representative, in which event all bids may be rejected. If all bids are rejected or no bid is received, the city may either readvertise the sale, adjourn the sale to a definite date, sell the motor vehicle at a private sale or junk the vehicle. Any interested person may offer bids on each abandoned vehicle to be sold.

(e) Public notice of a sale shall be posted at the police department. The posting of the notice shall be in the same form as the certified mail notice sent to the owner or lienholders of record. Upon sale of an abandoned vehicle, the city shall supply the purchaser with a completed form designed by the department enabling the purchaser to obtain a regular certificate of title for the vehicle. The purchaser shall have ten days to remove the vehicle from the storage area but shall pay ~~$7.00~~a fee as listed on the city's consolidated fee schedule for each day the vehicle remains in storage after the second business day subsequent to the sale date. Ten days after the sale, the purchaser shall forfeit all interest in the vehicle and the vehicle shall be deemed to be abandoned and may be sold again immediately.

(f) Any listing of vehicles to be sold by the city shall be made available to any interested person or organization which makes a written request for such a list, upon payment of a fee ~~of $0.25~~ per page as listed on the city's consolidated fee schedule, plus postage.

(g) After deducting the expense of impoundment and sale, the balance of the proceeds, if any, shall be paid into the city treasury.

(Code 1975, § 38-233; Code 1997, § 118-279; Ord. No. 35-02-03, § 7, 9-16-2002; Ord. No. 99-06-07, § 3, 4-4-2007)

SECTION 97: **AMENDMENT** "Sec 52-268 Owner Responsible For Impoundment And Sale Costs; Fee For Administrative Costs" of the Sheboygan Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

Sec 52-268 Owner Responsible For Impoundment And Sale Costs; Fee For Administrative Costs

(a) The owner of any abandoned vehicle, except a stolen vehicle, is responsible for the abandonment and all costs of impounding, storage and disposing of the vehicle. Costs not recovered by the sale of the vehicle may be recovered in a civil action by the city against the owner.
(b) When the removal is performed by or under the direction of a traffic officer and not by a towing company contracted by the police department, the charges for removal under this section shall be the actual towing fee, plus administrative costs of $15.00 and storage costs shall be charged at the rate of $7.00 per day. The charges for removal and storage shall be paid to the chief of police or the chief's duly authorized representative. When the removal is performed by a towing company contracted by the police department, the operator or owner of the vehicle removed shall pay to the contractor the charges for moving or towing and any storage as provided in the contract; notwithstanding the provisions of the contract, no operator or owner shall be required to pay any sum for moving, towing, or storage that is unreasonable under the circumstances.

(Code 1975, § 38-234; Code 1997, § 118-280; Ord. No. 80-01-02, § 1, 2-18-2002; Ord. No. 35-02-03, § 8, 9-16-2002; Ord. No. 99-06-07, § 4, 4-4-2007)

AFTER AMENDMENT

Sec 52-268 Owner Responsible For Impoundment And Sale Costs; Fee For Administrative Costs

(a) The owner of any abandoned vehicle, except a stolen vehicle, is responsible for the abandonment and all costs of impounding, storage and disposing of the vehicle. Costs not recovered by the sale of the vehicle may be recovered in a civil action by the city against the owner.
(b) When the removal is performed by or under the direction of a traffic officer and not by a towing company contracted by the police department, the charges for removal under this section shall be the actual towing fee, plus administrative costs ~~of $15.00~~as listed on the city's consolidated fee schedule and storage costs shall be charged at the rate ~~of $7.00~~as listed on the city's consolidated fee schedule per day. The charges for removal and storage shall be paid to the chief of police or the chief's duly authorized representative. When the removal is performed by a towing company contracted by the police department, the operator or owner of the vehicle removed shall pay to the contractor the charges for moving or towing and any storage as provided in the contract; notwithstanding the provisions of the contract, no operator or owner shall be required to pay any sum for moving, towing, or storage that is unreasonable under the circumstances.

(Code 1975, § 38-234; Code 1997, § 118-280; Ord. No. 80-01-02, § 1, 2-18-2002; Ord. No. 35-02-03, § 8, 9-16-2002; Ord. No. 99-06-07, § 4, 4-4-2007)

SECTION 98: **AMENDMENT** "Sec 48-217 Excavation Permit Fee" of the Sheboygan Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

Sec 48-217 Excavation Permit Fee

(a) The excavation permit fee shall be $100.00; provided, however, that permits for driveway openings or sidewalk repair/replacement shall be $25.00.
(b) For excavation work within the right-of-way started without a permit, except in emergency cases, the fees shall be calculated as follows, per calendar year:
    (1) First incident, double the regular permit fee;
    (2) Second incident, double the regular permit fee, plus $250.00;
    (3) Third and subsequent incidents, double the regular permit fee, plus $500.00.

(Code 1997, § 110-244)

AFTER AMENDMENT

Sec 48-217 Excavation Permit Fee

(a) The excavation permit fee shall be ~~$100.00~~as listed on the city's consolidated fee schedule; provided, however, that permits for driveway openings or sidewalk repair/replacement shall be ~~$25.00~~ as listed on the city's consolidated fee schedule.
(b) For excavation work within the right-of-way started without a permit, except in emergency cases, the fees shall be calculated as follows, per calendar year:
    (1) First incident, ~~double the regular permit fee~~as listed on the city's consolidated fee schedule;
    (2) Second incident, ~~double the regular permit fee, plus $250.00~~as listed on the city's consolidated fee schedule;
    (3) Third and subsequent incidents, ~~double the regular permit fee, plus $500.00~~as listed on the city's consolidated fee schedule.

(Code 1997, § 110-244)

SECTION 99: **AMENDMENT** "Sec 54-395 Penalties And Remedies" of the Sheboygan Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

Sec 54-395 Penalties And Remedies

(a) *Delinquent payments, penalty charge*. Such sewer service charges levied in accordance with this division shall be a debt due to the city and shall be a lien upon the property. A late payment charge of three percent but not less than $0.50 will be added to bills not paid within 20 days of issuance. This one-time, three-percent late payment charge will be applied only to any unpaid balance for the current billing period's usage. This late payment charge is applicable to all customers. The utility customer may be given a written notice that the bill is overdue no sooner than 20 days after the bill is issued. Thereafter, if payment is not received prior to November 15, the delinquent bill will be placed on the succeeding tax roll.

(b) *Discontinuance and restoration of service*. For failure to pay sewer service charges after they become delinquent, the city shall have the right to remove or close sewer connections and enter upon the property for accomplishing such purpose. The expense of such removal or closing, as well as the expense of restoring service, shall likewise be a debt to the city and a lien upon the property which may be recovered by civil action in the name of the city against the property owner, the person or both. Sewer service shall not be restored until all charges, including the expense of removal, closing and restoration, shall have been paid.

(c) *Effect of change of ownership or occupancy*. Change of ownership or occupancy of premises found delinquent shall not be cause for reducing or eliminating these penalties.

(Code 1975, § 34.5-94; Code 1997, § 122-401; Ord. No. 74-99-00, § 1, 12-20-1999)

AFTER AMENDMENT

Sec 54-395 Penalties And Remedies

(a) *Delinquent payments, penalty charge*. Such sewer service charges levied in accordance with this division shall be a debt due to the city and shall be a lien upon the property. A late payment charge ~~of three percent but not less than $0.50~~as listed on the city's consolidated fee schedule will be added to bills not paid within 20 days of issuance. This one-time, three-percent late payment charge will be applied only to any unpaid balance for the current billing period's usage. This late payment charge is applicable to all customers. The utility customer may be given a written notice that the bill is overdue no sooner than 20 days after the bill is issued. Thereafter, if payment is not received prior to November 15, the delinquent bill will be placed on the succeeding tax roll.

(b) *Discontinuance and restoration of service*. For failure to pay sewer service charges after they become delinquent, the city shall have the right to remove or close sewer connections and enter upon the property for accomplishing such purpose. The expense of such removal or closing, as well as the expense of restoring service, shall likewise be a debt to the city and a lien upon the property which may be recovered by civil action in the name of the city against the property owner, the person or both. Sewer service shall not be restored until all charges, including the expense of removal, closing and restoration, shall have been paid.

(c) *Effect of change of ownership or occupancy*. Change of ownership or occupancy of

premises found delinquent shall not be cause for reducing or eliminating these penalties.

(Code 1975, § 34.5-94; Code 1997, § 122-401; Ord. No. 74-99-00, § 1, 12-20-1999)

SECTION 100: **AMENDMENT** "Sec 54-396 Basis" of the Sheboygan Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

Sec 54-396 Basis

(a) *Service charge for wastewater treatment*. There is levied and assessed upon each lot, parcel of land, building or premises having a connection with the wastewater collection system and being served with water solely by the water utility a wastewater treatment service charge based, in part, on the quantity of water used, as measured. Section 54-132 requires connection to and utilization of the public water supply system by city residents. However, if that connection is not made to such water supply system, any premises served by the city's wastewater collection system shall not be relieved of any wastewater treatment service charges. In addition to any other penalties prescribed by this Code for failure to connect to the city's water supply system, there is levied and assessed upon each lot, parcel of land, building or premises having a connection with the wastewater collection system not served by the city's water utility a service charge based on the residential average of all homes served by such utility, plus an administrative charge of $25.00 per quarter for processing sewer service charges for this class of customers.

(b) *Deduct meters*. If a user feels that a significant amount of metered water does not reach the sanitary sewer due to lawn or garden watering, etc., the user may, at the user's own expense through the city approving authority, install a second meter or an additional metered service that would monitor this flow. Charges for sewer use would be made based on the difference between the two-meter readings, if only a second meter is installed, and on actual water metered for sewer use if an additional metered service is installed. Requests for a second meter or metered service must be made in writing to the city approving authority.

(c) *Adjustment of meter readings for irrigation water usage*. Third quarter water meter readings for residential customers whose residences are not equipped with deduct meters and not equipped with a well will be reduced an amount to be determined by the approving authority based on water use records, to take into account water use for irrigation purposes and not returned to the sanitary sewer.

(Code 1975, § 34.5-86; Code 1997, § 122-402)

AFTER AMENDMENT

Sec 54-396 Basis

(a) *Service charge for wastewater treatment*. There is levied and assessed upon each lot, parcel of land, building or premises having a connection with the wastewater collection system and being served with water solely by the water utility a wastewater treatment service charge based, in part, on the quantity of water used, as measured. Section 54-132 requires connection to and utilization of the public water supply system by city residents. However, if that connection is not made to such water supply system, any premises served by the city's wastewater collection system shall not be relieved of any wastewater treatment service charges. In addition to any other penalties prescribed by this Code for failure to connect to the city's water supply system, there is levied and assessed upon each lot, parcel of land, building or premises having a connection with the wastewater collection system not served by the city's water utility a service charge based on the residential average of all homes served by such utility, plus an administrative charge ~~of $25.00~~as listed on the city's consolidated fee schedule per quarter for processing sewer service charges for this class of customers.

(b) *Deduct meters*. If a user feels that a significant amount of metered water does not reach the sanitary sewer due to lawn or garden watering, etc., the user may, at the user's own expense through the city approving authority, install a second meter or an additional metered service that would monitor this flow. Charges for sewer use would be made based on the difference between the two-meter readings, if only a second meter is installed, and on actual water metered for sewer use if an additional metered service is installed. Requests for a second meter or metered service must be made in writing to the city approving authority.

(c) *Adjustment of meter readings for irrigation water usage*. Third quarter water meter readings for residential customers whose residences are not equipped with deduct meters and not equipped with a well will be reduced an amount to be determined by the approving authority based on water use records, to take into account water use for irrigation purposes and not returned to the sanitary sewer.

(Code 1975, § 34.5-86; Code 1997, § 122-402)

SECTION 101: **AMENDMENT** "Sec 54-397 Categories Of Users; Amounts; Reassignment" of the Sheboygan Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

Sec 54-397 Categories Of Users; Amounts; Reassignment

(a) *Category A*. Category A users of the city wastewater treatment system shall be subject to the following:

(1) *Definitions*. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except

where the context clearly indicates a different meaning:

Category A means normal domestic strength wastewater, that is, wastewater having concentrations of biochemical oxygen demand (BOD) no greater than 227 mg/L, suspended solids no greater than 385 mg/L, and total phosphorus no greater than 8.11 mg/L.

(2) *Amount*. The sewer service charge for Category A wastewater is as follows:

a. Fixed charge: $62.50 per quarter.

b. Volume charge: $2.34 total charge per 100 cubic feet.

(b) *Category B*. Category B users of the city wastewater treatment system shall be subject to the following:

(1) *Definitions*. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Category B means wastewater having concentrations of biochemical oxygen demand greater than 233 mg/L, suspended solids greater than 407 mg/L, and phosphorous greater than 8.64 mg/L. Users whose wastewater exceeds the concentrations for any one of these parameters shall be in category B. The minimum category B charge will be based on a concentration of not less than 233 mg/L for BOD, 407 mg/L for suspended solids, and 8.64 mg/L for phosphorous.

(2) *Amount*. The sewer service charge for category B wastewater is as follows:

a. Fixed charge: $62.50 per quarter.

b. If billing is on a monthly basis: $20.83 per month.

c. Volume charge: $2.34 per 100 cubic feet.

d. Surcharge, total (per pound):

1. BOD greater than 233 mg/L: $0.3721.
2. Suspended solids greater than 407 mg/L: $0.2194.
3. Phosphorus greater than 8.64 mg/L: $5.5144.

(3) *Computation*. The category B sewer service charges for volume, BOD, suspended solids, and phosphorus shall be computed in accordance with the following formula:

$$C = F + (V \times C^V) + .00624V[(B - B^R \times C^B) + (S - S^R \times C^S) + (P - P^R \times C^P)]$$

Where:

Table 1

C	=	Charge to sewer user for collection and treatment of wastewater
F	=	Fixed charge per billing

		period
B	=	Concentration of BOD in mg/L in the wastewater
B^R	=	Concentration of BOD in mg/L as defined for Category A users
S	=	Concentration of suspended solids in mg/L in the wastewater
S^R	=	Concentration of suspended solids in mg/L as defined for Category A users
P	=	Concentration of phosphorus in mg/L in the wastewater
P^R	=	Concentration of phosphorus in mg/L as defined for Category A users
V	=	Wastewater volume (per 100 cubic feet for Category B users; per 1,000 gallons for Category C users)
C^V	=	Cost per volume of wastewater (per 100 cubic feet for Category B users; per 1,000 gallons for Category C users)
C^B	=	Cost per pound of BOD
C^S	=	Cost per pound of suspended solids
C^P	=	Cost per pound of phosphorus
0.00624	=	Conversion factor

(c) *Reassignment of users*. The city approving authority will reassign sewer users into appropriate sewer service charge categories if wastewater sampling programs and other related information indicate a change of categories is necessary.

(d) *Sampling requirement*. Sampling frequency for category B users to determine concentrations of BOD, suspended solids, total phosphorus and pH shall be determined by the wastewater discharge loading by the industry. Results of all analyses shall be submitted to the wastewater treatment plant superintendent. Sampling shall be conducted as follows:

(1) Samples collected shall be flow-proportional 24-hour composite samples.
(2) Sampling periods shall be two consecutive days during normal operation.
(3) Flow-weighted average may be used if data is presented.
(4) Samples shall be analyzed for BOD, suspended solids, and total phosphorus.
(5) Sampling frequency shall be quarterly or more frequently as determined by the superintendent of the wastewater treatment plant. The quarterly sampling periods shall be during the months of January through March, April through June, July through September, and October through December.
(6) All data shall be submitted to the superintendent of the wastewater treatment plant.

(Code 1975, § 34.5-87; Code 1997, § 122-403; Ord. No. 93-96-97, § 1, 12-16-1996; Ord. No. 96-97-98, § 1, 12-15-1997; Ord. No. 119-98-99, § 1, 12-21-1998; Ord. No. 75-99-00, § 1, 12-20-1999; Ord. No. 66-00-01, § 1, 11-6-2000; Ord. No. 54-01-02, § 1, 11-19-2001; Ord. No. 60-02-03, § 1, 12-2-2002; Ord. No. 48-03-04, § 1, 12-15-2003; Ord. No. 50-04-05, § 1, 12-20-2004; Ord. No. 56-05-06, § 1, 11-21-2005; Ord. No. 49-06-07, § 1, 11-20-2006; Ord. No. 59-07-08, § 1, 11-5-2007; Ord. No. 70-08-09, 12-1-2008; Ord. No. 47-09-10, § 1, 12-21-2009; Ord. No. 44-10-11, § 1, 11-15-2010; Ord. No. 29-14-15, § 1, 10-6-2014; Ord. No. 36-15-16, § 1, 11-16-2015)

AFTER AMENDMENT

Sec 54-397 Categories Of Users; Amounts; Reassignment

(a) *Category A*. Category A users of the city wastewater treatment system shall be subject to the following:

(1) *Definitions*. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Category A means normal domestic strength wastewater, that is, wastewater having concentrations of biochemical oxygen demand (BOD) no greater than 227 mg/L, suspended solids no greater than 385 mg/L, and total phosphorus no greater than 8.11 mg/L.

(2) *Amount*. The sewer service charge for Category A wastewater is as follows:

a. Fixed charge: ~~$62.50~~as listed on the city's consolidated fee schedule per quarter.
b. Volume charge: ~~$2.34~~ total charge per 100 cubic feet as listed on the city's consolidated fee schedule.

(b) *Category B*. Category B users of the city wastewater treatment system shall be subject to the following:

(1) *Definitions*. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Category B means wastewater having concentrations of biochemical oxygen demand greater than 233 mg/L, suspended solids greater than 407 mg/L, and phosphorous greater than 8.64 mg/L. Users whose wastewater exceeds the concentrations for any one of these parameters shall be in category B. The minimum category B charge will be based on a concentration of not less than 233 mg/L for BOD, 407 mg/L for suspended solids, and 8.64 mg/L for phosphorous.

(2) *Amount*. The sewer service charge for category B wastewater is as follows:

a. Fixed charge: ~~$62.50~~as listed on the city's consolidated fee schedule per quarter.
b. If billing is on a monthly basis: ~~$20.83~~as listed on the city's consolidated fee schedule per month.
c. Volume charge: ~~$2.34~~as listed on the city's consolidated fee schedule per 100 cubic feet.
d. Surcharge, total (per pound):
    1. BOD greater than 233 mg/L: ~~$0.3721~~as listed on the city's consolidated fee schedule.
    2. Suspended solids greater than 407 mg/L: ~~$0.2194~~as listed on the city's consolidated fee schedule.
    3. Phosphorus greater than 8.64 mg/L: ~~$5.5144~~as listed on the city's consolidated fee schedule.

(3) *Computation*. The category B sewer service charges for volume, BOD, suspended solids, and phosphorus shall be computed in accordance with the following formula:

$$C = F + (V \times C^V) + .00624V[(B - B^R \times C^B) + (S - S^R \times C^S) + (P - P^R \times C^P)]$$

Where:

Table 1

C	=	Charge to sewer user for collection and treatment of wastewater
F	=	Fixed charge per billing period
B	=	Concentration of BOD in mg/L in the wastewater
	=	Concentration of BOD

B^R		in mg/L as defined for Category A users
S	=	Concentration of suspended solids in mg/L in the wastewater
S^R	=	Concentration of suspended solids in mg/L as defined for Category A users
P	=	Concentration of phosphorus in mg/L in the wastewater
P^R	=	Concentration of phosphorus in mg/L as defined for Category A users
V	=	Wastewater volume (per 100 cubic feet for Category B users; per 1,000 gallons for Category C users)
C^V	=	Cost per volume of wastewater (per 100 cubic feet for Category B users; per 1,000 gallons for Category C users)
C^B	=	Cost per pound of BOD
C^S	=	Cost per pound of suspended solids
C^P	=	Cost per pound of phosphorus
0.00624	=	Conversion factor

(c) *Reassignment of users*. The city approving authority will reassign sewer users into appropriate sewer service charge categories if wastewater sampling programs and other related information indicate a change of categories is necessary.

(d) *Sampling requirement*. Sampling frequency for category B users to determine concentrations of BOD, suspended solids, total phosphorus and pH shall be determined by the wastewater discharge loading by the industry. Results of all analyses shall be submitted to the wastewater treatment plant superintendent. Sampling

shall be conducted as follows:

(1) Samples collected shall be flow-proportional 24-hour composite samples.
(2) Sampling periods shall be two consecutive days during normal operation.
(3) Flow-weighted average may be used if data is presented.
(4) Samples shall be analyzed for BOD, suspended solids, and total phosphorus.
(5) Sampling frequency shall be quarterly or more frequently as determined by the superintendent of the wastewater treatment plant. The quarterly sampling periods shall be during the months of January through March, April through June, July through September, and October through December.
(6) All data shall be submitted to the superintendent of the wastewater treatment plant.

(Code 1975, § 34.5-87; Code 1997, § 122-403; Ord. No. 93-96-97, § 1, 12-16-1996; Ord. No. 96-97-98, § 1, 12-15-1997; Ord. No. 119-98-99, § 1, 12-21-1998; Ord. No. 75-99-00, § 1, 12-20-1999; Ord. No. 66-00-01, § 1, 11-6-2000; Ord. No. 54-01-02, § 1, 11-19-2001; Ord. No. 60-02-03, § 1, 12-2-2002; Ord. No. 48-03-04, § 1, 12-15-2003; Ord. No. 50-04-05, § 1, 12-20-2004; Ord. No. 56-05-06, § 1, 11-21-2005; Ord. No. 49-06-07, § 1, 11-20-2006; Ord. No. 59-07-08, § 1, 11-5-2007; Ord. No. 70-08-09, 12-1-2008; Ord. No. 47-09-10, § 1, 12-21-2009; Ord. No. 44-10-11, § 1, 11-15-2010; Ord. No. 29-14-15, § 1, 10-6-2014; Ord. No. 36-15-16, § 1, 11-16-2015)

SECTION 102: **AMENDMENT** "Sec 54-399 Charges For Disposal Of Septic Tank Sludge, Holding Tank Sewerage, Or Hauled Wastewater" of the Sheboygan Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

Sec 54-399 Charges For Disposal Of Septic Tank Sludge, Holding Tank Sewerage, Or Hauled Wastewater

Category C. Category C users are persons with a permit for disposing of hauled wastewater into the wastewater collection and treatment facilities and shall be subject to the following charges and requirements:

(a) Septic tank sludge: $60.00 per 1,000 gallons.
(b) Holding tank sewage: $15.00 per 1,000 gallons.
(c) Portable Toilet disposal charge: $91.00 per 1,000 gallons.
(d) Other hauled wastewater:
    (1) *Sampling and characterization*. Hauled wastewater shall be sampled and characterized on the basis of suspended solids, BOD, total phosphorous, and pH. Frequency of sampling shall be based on experience and under the direction of the superintendent of the wastewater treatment plant.
    (2) *Amount*. The sewer service charge for other hauled wastewater is as follows:

a. Volume charge: $0.770 per 1,000 gallons.
b. Surcharge, total (per pound):
    1. $0.3721 per pound of BOD.
    2. $0.2194 per pound of suspended solids.
    3. $5.5144 per pound of phosphorus.

(3) *Computation*. The other hauled wastewater service charges for volume, BOD, suspended solids, and phosphorus shall be computed in accordance with the following formula and subsections (c)(1) and (2) of this section or in accordance with this subsection.

$$C = (V \times C^V) + (B \times C^B) + (S \times C^S) + (P \times C^P)$$

See Table 1 section 54-397(b)(3) for definitions.

a. Other hauled wastewater analysis data shall be applied to the formula set forth above.
b. The discharge fee per 1,000 gallons shall be determined on the result of subsection (c)(3)a of this section, multiplied by 1.25.
c. Charges for high strength waste will be determined by the superintendent of the wastewater treatment plant based on the frequency of the hauled wastewater and the needs of the wastewater treatment plant.

(Code 1975, § 34.5-88; Code 1997, § 122-405; Ord. No. 93-96-97, §§ 3, 4, 12-16-1996; Ord. No. 96-97-98, § 3, 12-15-1997; Ord. No. 119-98-99, § 3, 12-21-1998; Ord. No. 60-02-03, § 3, 12-2-2002; Ord. No. 48-03-04, § 3, 12-15-2003; Ord. No. 50-04-05, § 3, 12-20-2004; Ord. No. 56-05-06, § 3, 11-21-2005; Ord. No. 49-06-07, § 3, 11-20-2006; Ord. No. 59-07-08, § 3, 11-5-2007; Ord. No. 70-08-09, § 3, 12-1-2008; Ord. No. 47-09-10, § 3, 12-21-2009; Ord. No. 44-10-11, § 3, 11-15-2010; Ord. No. 29-14-15, § 9, 10-6-2014; Ord. No. 36-15-16, § 9, 11-16-2015)

AFTER AMENDMENT

Sec 54-399 Charges For Disposal Of Septic Tank Sludge, Holding Tank Sewerage, Or Hauled Wastewater

Category C. Category C users are persons with a permit for disposing of hauled wastewater into the wastewater collection and treatment facilities and shall be subject to the following charges and requirements:

(a) Septic tank sludge: ~~$60.00~~as listed on the city's consolidated fee schedule per 1,000 gallons.
(b) Holding tank sewage: ~~$15.00~~as listed on the city's consolidated fee schedule per 1,000 gallons.
(c) Portable Toilet disposal charge: ~~$91.00~~as listed on the city's consolidated fee schedule per 1,000 gallons.
(d) Other hauled wastewater:

(1) *Sampling and characterization*. Hauled wastewater shall be sampled and characterized on the basis of suspended solids, BOD, total phosphorous, and pH. Frequency of sampling shall be based on experience and under the direction of the superintendent of the wastewater treatment plant.

(2) *Amount*. The sewer service charge for other hauled wastewater is as follows:

a. Volume charge: ~~$0.770~~as listed on the city's consolidated fee schedule per 1,000 gallons.

b. Surcharge, total (per pound):

1. ~~$0.3721~~as listed on the city's consolidated fee schedule per pound of BOD.
2. ~~$0.2194~~as listed on the city's consolidated fee schedule per pound of suspended solids.
3. ~~$5.5144~~as listed on the city's consolidated fee schedule per pound of phosphorus.

(3) *Computation*. The other hauled wastewater service charges for volume, BOD, suspended solids, and phosphorus shall be computed in accordance with the following formula and subsections (c)(1) and (2) of this section or in accordance with this subsection.

$$C = (V \times C^V) + (B \times C^B) + (S \times C^S) + (P \times C^P)$$

See Table 1 section 54-397(b)(3) for definitions.

a. Other hauled wastewater analysis data shall be applied to the formula set forth above.

b. The discharge fee per 1,000 gallons shall be determined on the result of subsection (c)(3)a of this section, multiplied by 1.25.

c. Charges for high strength waste will be determined by the superintendent of the wastewater treatment plant based on the frequency of the hauled wastewater and the needs of the wastewater treatment plant.

(Code 1975, § 34.5-88; Code 1997, § 122-405; Ord. No. 93-96-97, §§ 3, 4, 12-16-1996; Ord. No. 96-97-98, § 3, 12-15-1997; Ord. No. 119-98-99, § 3, 12-21-1998; Ord. No. 60-02-03, § 3, 12-2-2002; Ord. No. 48-03-04, § 3, 12-15-2003; Ord. No. 50-04-05, § 3, 12-20-2004; Ord. No. 56-05-06, § 3, 11-21-2005; Ord. No. 49-06-07, § 3, 11-20-2006; Ord. No. 59-07-08, § 3, 11-5-2007; Ord. No. 70-08-09, § 3, 12-1-2008; Ord. No. 47-09-10, § 3, 12-21-2009; Ord. No. 44-10-11, § 3, 11-15-2010; Ord. No. 29-14-15, § 9, 10-6-2014; Ord. No. 36-15-16, § 9, 11-16-2015)

SECTION 103: **AMENDMENT** "Sec 54-553 Charges And Fees" of the Sheboygan Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

Sec 54-553 Charges And Fees

(a) The POTW shall charge all SIUs an annual permit fee of $3,500.00 per calendar year. The user shall receive a credit of $1,500.00 if no pretreatment violations occurred during the previous calendar year or the user shall receive a credit of $1,000.00 if such user was not in significant noncompliance at any time during the previous calendar year.
(b) In addition to the permit fee, the user shall be charged for all sample collection and analyses of the user's wastewater, including administrative fees. The sample collection and analysis charge shall be determined by the commercial laboratory retained by the POTW.
(c) Additional costs shall be charged to industrial users on a case-by-case basis as the POTW may deem necessary to carry out the requirements contained in article V of this chapter and this article.

(Code 1975, § 34.5-142; Code 1997, § 122-552)

AFTER AMENDMENT

Sec 54-553 Charges And Fees

(a) The POTW shall charge all SIUs an annual permit fee ~~of $3,500.00~~as listed on the city's consolidated fee schedule per calendar year. The user shall receive a credit ~~of $1,500.00~~ if no pretreatment violations occurred during the previous calendar year or ~~the user shall receive a credit of $1,000.00~~ if such user was not in significant noncompliance at any time during the previous calendar year as listed on the city's consolidated fee schedule.
(b) In addition to the permit fee, the user shall be charged for all sample collection and analyses of the user's wastewater, including administrative fees. The sample collection and analysis charge shall be determined by the commercial laboratory retained by the POTW.
(c) Additional costs shall be charged to industrial users on a case-by-case basis as the POTW may deem necessary to carry out the requirements contained in article V of this chapter and this article.

(Code 1975, § 34.5-142; Code 1997, § 122-552)

SECTION 104: **AMENDMENT** "Sec 12-229 Failure To Obtain Permit Or Falsification Of Information On Permit Application" of the Sheboygan Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

Sec 12-229 Failure To Obtain Permit Or Falsification Of Information On Permit Application

For work started without a permit, except as provided in section 12-197, the fees shall be calculated as follows, per calendar year:

(a) First incident: Double regular fee, plus $100.00.
(b) Second and subsequent incidence: Double regular fee, plus $250.00.
(c) Third and subsequent incidence: Double regular fee, plus $500.00.
(d) Falsification of information on a permit application: $250.00.

(Code 1997, § 26-263)

AFTER AMENDMENT

Sec 12-229 Failure To Obtain Permit Or Falsification Of Information On Permit Application

For work started without a permit, except as provided in section 12-197, the fees shall be calculated as follows, per calendar year:

(a) First incident: ~~Double regular fee, plus $100.00~~as listed on the city's consolidated fee schedule.
(b) Second and subsequent incidence: ~~Double regular fee, plus $250.00~~as listed on the city's consolidated fee schedule.

(c) Third and subsequent incidence: ~~Double regular fee, plus $500.00~~as listed on the city's consolidated fee schedule.
(d) Falsification of information on a permit application: ~~$250.00~~as listed on the city's consolidated fee schedule.

(Code 1997, § 26-263)

SECTION 105: **AMENDMENT** "Sec 12-324 Failure To Obtain Permit Or Registration" of the Sheboygan Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

Sec 12-324 Failure To Obtain Permit Or Registration

For work started without a permit or registration, except in emergency cases, the permit or registration fees shall be calculated as follows, per calendar year:

(a) First incident: Double the regular fee, plus $100.00;
(b) Second incidences: Double the regular fee, plus $250.00; and
(c) Third and subsequent incidences: Double the regular fee, plus $500.00.

(Code 1975, § 20-55; Code 1997, § 26-555; Ord. No. 127-97-98, § 10, 4-20-1998; Ord. No. 41-01-02, § 10, 10-15-2001)

AFTER AMENDMENT

Sec 12-324 Failure To Obtain Permit Or Registration

For work started without a permit or registration, except in emergency cases, the permit or registration fees shall be calculated as follows, per calendar year:

(a) First incident: ~~Double the regular fee, plus $100.00~~as listed on the city's consolidated fee schedule;
(b) Second incidences: ~~Double the regular fee, plus $250.00~~as listed on the city's consolidated fee schedule; and
(c) Third and subsequent incidences: ~~Double the regular fee, plus $500.00~~as listed on the city's consolidated fee schedule.

(Code 1975, § 20-55; Code 1997, § 26-555; Ord. No. 127-97-98, § 10, 4-20-1998; Ord. No. 41-01-02, § 10, 10-15-2001)

SECTION 106: **AMENDMENT** "Sec 44-79 Permit" of the Sheboygan Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

Sec 44-79 Permit

(a) No person shall erect, construct or maintain any awning, canopy or marquee which extends into, upon or over a public street or alley right-of-way unless a permit shall first be obtained from the manager of planning and inspection services.
(b) The common council authorizes the manager of planning and inspection services to issue a permit for awnings, canopies or marquees which extend into, upon or over a public street or alley right-of-way.
(c) The fee for an erection permit for a marquee or canopy shall be $0.20 per square foot, based upon the area of the underside of such marquee or canopy, but the fee shall not be less than $25.00. The annual fee shall be $25.00 for a marquee or canopy not exceeding 20 square feet in area and $50.00 for a marquee or canopy exceeding such area, payable in the same manner as fees for projecting signs.
(d) No permit shall be issued unless the applicant agrees to hold the city free, clear and harmless from any liability resulting from the erection or maintenance of any awning, marquee or canopy extending into, upon or over any public street or alley right-of-way.

(Code 1975, §§ 9-106, 36-95(a), (b), (e); Code 1997, § 98-66; Ord. No. 41-01-02, § 5, 10-15-

2001; Ord. No. 41-09-10, § 1, 1-18-2010)

AFTER AMENDMENT

Sec 44-79 Permit

(a) No person shall erect, construct or maintain any awning, canopy or marquee which extends into, upon or over a public street or alley right-of-way unless a permit shall first be obtained from the manager of planning and inspection services.
(b) The common council authorizes the manager of planning and inspection services to issue a permit for awnings, canopies or marquees which extend into, upon or over a public street or alley right-of-way.
(c) The fee for an erection permit for a marquee or canopy shall be ~~$0.20~~ per square foot as listed on the city's consolidated fee schedule, based upon the area of the underside of such marquee or canopy~~, but the fee shall not be less than $25.00~~. The annual fee ~~shall be $25.00~~ for a marquee or canopy not exceeding 20 square feet in area and ~~$50.00~~ for a marquee or canopy exceeding such area will be as listed on the city's consolidated fee schedule, payable in the same manner as fees for projecting signs.
(d) No permit shall be issued unless the applicant agrees to hold the city free, clear and harmless from any liability resulting from the erection or maintenance of any awning, marquee or canopy extending into, upon or over any public street or alley right-of-way.

(Code 1975, §§ 9-106, 36-95(a), (b), (e); Code 1997, § 98-66; Ord. No. 41-01-02, § 5, 10-15-2001; Ord. No. 41-09-10, § 1, 1-18-2010)

SECTION 107: **AMENDMENT** "Sec 103-13 Fees" of the Sheboygan Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

Sec 103-13 Fees

(a) Preliminary plat review: $75.00.
(b) Final plat review: $50.00.
(c) Certified survey map review: $50.00.

(Ord. No. 42-97-98, § 1, 7-21-1997; Ord. No. 63-74-75, § 1(2.10))

AFTER AMENDMENT

Sec 103-13 Fees

(a) Preliminary plat review: ~~$75.00~~as listed on the city's consolidated fee schedule.

(b) Final plat review: ~~$50.00~~as listed on the city's consolidated fee schedule.
(c) Certified survey map review: ~~$50.00~~as listed on the city's consolidated fee schedule.

(Ord. No. 42-97-98, § 1, 7-21-1997; Ord. No. 63-74-75, § 1(2.10))

SECTION 108: **AMENDMENT** "Sec 22-30 Fee Schedule" of the Sheboygan Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

Sec 22-30 Fee Schedule

The fees referred to in other sections of this ordinance shall be established by the department of public works and may be modified from time to time by resolution. A schedule of the fees established by the department of public works shall be available for review at the municipal service building. For one- and two-family residential, the appropriate fees are set forth in section 12-32 of the Code and shall be submitted at the time of permit issuance. For commercial, industrial, and multi-family developments, the appropriate fees as established by resolution of the common council shall be submitted at the time of permit issuance.

(Ord. No. 39-03-04, § 1(8.3), 10-20-2003)

AFTER AMENDMENT

Sec 22-30 Fee Schedule

The fees referred to in other sections of this ordinance shall be established by the department of public works and may be modified from time to time by resolution. A ~~schedule of the fees~~consolidated fee schedule established by the department of public works shall be available for review at the municipal service building. For one- and two-family residential, the appropriate fees are set forth in section 12-32 of the Code and shall be submitted at the time of permit issuance. For commercial, industrial, and multi-family developments, the appropriate fees as established by resolution of the common council shall be submitted at the time of permit issuance.

(Ord. No. 39-03-04, § 1(8.3), 10-20-2003)

SECTION 109: **AMENDMENT** "Sec 48-96 Temporary Occupancy Permit Required" of the Sheboygan Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

Sec 48-96 Temporary Occupancy Permit Required

(a) For any obstruction in place for less than 90 days, the director of public works or their designee may grant a temporary occupancy permit upon application submission and payment of a fee according to the fee schedule. The director or director's designee may grant the permit if the applicant assumes primary liability for damages to person(s) or property by reason of the granting of the permit; agrees to remove the obstruction upon ten days' notice by the state or the city; waives the right to contest in any manner the validity of the amount of compensation charged; and complies with any other conditions placed upon the permit by the city engineer. The obstructed area shall not exceed the area permitted to be obstructed as indicated on the permit. The common council or the department of public works may revoke a permit if deemed necessary for the interest of public welfare or safety, in the director's or director's designee's sole discretion. Pursuant to Wis. Stat. § 66.0425(6), telecommunications carriers, telecommunications utilities, alternative telecommunications utilities, public service corporations, cooperatives organized under Wis. Stat. ch. 185 to render or furnish gas, light, heat, or power, and cooperatives organized under Wis. Stat. ch. 185 or 193 to render or furnish telecommunications service shall secure a permit under this subsection for temporary obstructions in a highway and are liable for all injuries to person or property caused by the obstructions or excavations.

(b) For any obstruction in place for 90 or more days, the common council may grant a privilege pursuant to Wis. Stat. § 66.0425 upon application submission and payment of a fee according to the fee schedule. Any person interested in obtaining a temporary obstruction permit pursuant to this section shall file an application with the department of public works. The application shall include:

(1) A layout, drawn to scale on 8½-inch by 11-inch paper suitable for reproduction, which accurately depicts the dimensions and measurements of the existing area, including all adjacent streets, avenues, and adjacent private property and the proposed location and size of all proposed obstruction(s);

(2) Proof of insurance illustrating that applicant has in force adequate liability insurance with minimum limits of $1,000,000 per occurrence for bodily injury and property damage, identifying the city of Sheboygan as additional insured and providing the city with 30 days written notice upon cancellation, non-renewal, or material change to the policy;

(3) An indication of whether the applicant intends to serve alcoholic beverages; those indicating such an intention shall submit proof that they have the required alcohol beverage license and that the site of the temporary obstruction is part of the licensed premises;

(4) By submitting an application, applicant agrees to:

a. Indemnify, defend, and hold the city, its employees and agents harmless against all claims, liability, lawsuits, loss, damage, causes of action, or expense incurred by the city as a result of any injury to or death of any person or damage to property caused by or resulting from the activities for which the permit is granted;

b. Be primarily responsible and liable for any damage to persons or

property caused by and arising from the grant and exercise of the privilege to encroach upon city right-of-way;

c. Remove the encroachment allowed by the permit within ten calendar days after notice to remove is given by the state or the city and to pay the cost of removal incurred by the state or city should the applicant not timely remove the encroachment;

d. Waive all claims for damages resulting from removal of the encroachment, whether such removal is performed by applicant, the applicant's heirs or assigns, the state, or the city;

e. Make such construction or alterations and maintain the same subject to the approval of the city building inspector or director of public works or director's designee and shall waive the right to contest in any manner the validity of the encroachment agreement;

f. Where alcohol service within the permitted area is requested through a licensed premise extension application, applicant further agrees to:

1. Not allow the consumption of alcohol beverages unless the person consuming the alcohol is seated at a table within the permitted area;
2. Be responsible for policing the permitted area to ensure that customers are of legal drinking age, that all laws related to the presence of underage persons on premises are being strictly followed, and that alcohol beverages are not removed from the permitted area;
3. Cease operation of alcohol or food service during closing hours as set forth in sections 4-74 and 4-113. No patron shall remain or be permitted to remain within the permitted area during closing hours regardless of whether the permittee has permanent facilities;
4. Ensure the obstructions do not interfere with the free use of the sidewalks by pedestrians or that reduce the travelable width of the sidewalk to less than five feet pursuant to the federal Americans with Disabilities Act.

g. Permittees may exclude persons who are not customers from using the tables, chairs, and other materials that are part of the permitted area but shall not impede, prevent or exclude any person from any legal use of the public sidewalk.

(c) The common council grants a privilege with no application, fee, or bond to the following obstructions:

(1) A United States Post Office mailbox or newspaper consumer receptacle installed in a manner consistent with the guidelines and requirements set forth by the postmaster general.

(2) Any obstruction that minimally extends beyond a lot line, does not present any hazard to the public, and will not interfere with the normal public use of the right-of-way, as solely determined by the director of public works or their designee.

(Code 1975, § 36-104; Code 1997, § 110-102; Ord. No. 35-96-97, § 1, 9-16-1996)

AFTER AMENDMENT

Sec 48-96 Temporary Occupancy Permit Required

(a) For any obstruction in place for less than 90 days, the director of public works or their designee may grant a temporary occupancy permit upon application submission and payment of a fee according to the consolidated fee schedule. The director or director's designee may grant the permit if the applicant assumes primary liability for damages to person(s) or property by reason of the granting of the permit; agrees to remove the obstruction upon ten days' notice by the state or the city; waives the right to contest in any manner the validity of the amount of compensation charged; and complies with any other conditions placed upon the permit by the city engineer. The obstructed area shall not exceed the area permitted to be obstructed as indicated on the permit. The common council or the department of public works may revoke a permit if deemed necessary for the interest of public welfare or safety, in the director's or director's designee's sole discretion. Pursuant to Wis. Stat. § 66.0425(6), telecommunications carriers, telecommunications utilities, alternative telecommunications utilities, public service corporations, cooperatives organized under Wis. Stat. ch. 185 to render or furnish gas, light, heat, or power, and cooperatives organized under Wis. Stat. ch. 185 or 193 to render or furnish telecommunications service shall secure a permit under this subsection for temporary obstructions in a highway and are liable for all injuries to person or property caused by the obstructions or excavations.

(b) For any obstruction in place for 90 or more days, the common council may grant a privilege pursuant to Wis. Stat. § 66.0425 upon application submission and payment of a fee according to the consolidated fee schedule. Any person interested in obtaining a temporary obstruction permit pursuant to this section shall file an application with the department of public works. The application shall include:

(1) A layout, drawn to scale on 8½-inch by 11-inch paper suitable for reproduction, which accurately depicts the dimensions and measurements of the existing area, including all adjacent streets, avenues, and adjacent private property and the proposed location and size of all proposed obstruction(s);

(2) Proof of insurance illustrating that applicant has in force adequate liability insurance with minimum limits of $1,000,000 per occurrence for bodily injury and property damage, identifying the city of Sheboygan as additional insured and providing the city with 30 days written notice upon cancellation, non-renewal, or material change to the policy;

(3) An indication of whether the applicant intends to serve alcoholic beverages; those indicating such an intention shall submit proof that they have the required alcohol beverage license and that the site of the temporary obstruction is part of the licensed premises;

(4) By submitting an application, applicant agrees to:

a. Indemnify, defend, and hold the city, its employees and agents harmless against all claims, liability, lawsuits, loss, damage, causes of

action, or expense incurred by the city as a result of any injury to or death of any person or damage to property caused by or resulting from the activities for which the permit is granted;

b. Be primarily responsible and liable for any damage to persons or property caused by and arising from the grant and exercise of the privilege to encroach upon city right-of-way;
c. Remove the encroachment allowed by the permit within ten calendar days after notice to remove is given by the state or the city and to pay the cost of removal incurred by the state or city should the applicant not timely remove the encroachment;
d. Waive all claims for damages resulting from removal of the encroachment, whether such removal is performed by applicant, the applicant's heirs or assigns, the state, or the city;
e. Make such construction or alterations and maintain the same subject to the approval of the city building inspector or director of public works or director's designee and shall waive the right to contest in any manner the validity of the encroachment agreement;
f. Where alcohol service within the permitted area is requested through a licensed premise extension application, applicant further agrees to:
    1. Not allow the consumption of alcohol beverages unless the person consuming the alcohol is seated at a table within the permitted area;
    2. Be responsible for policing the permitted area to ensure that customers are of legal drinking age, that all laws related to the presence of underage persons on premises are being strictly followed, and that alcohol beverages are not removed from the permitted area;
    3. Cease operation of alcohol or food service during closing hours as set forth in sections 4-74 and 4-113. No patron shall remain or be permitted to remain within the permitted area during closing hours regardless of whether the permittee has permanent facilities;
    4. Ensure the obstructions do not interfere with the free use of the sidewalks by pedestrians or that reduce the travelable width of the sidewalk to less than five feet pursuant to the federal Americans with Disabilities Act.
g. Permittees may exclude persons who are not customers from using the tables, chairs, and other materials that are part of the permitted area but shall not impede, prevent or exclude any person from any legal use of the public sidewalk.

(c) The common council grants a privilege with no application, fee, or bond to the following obstructions:
    (1) A United States Post Office mailbox or newspaper consumer receptacle installed in a manner consistent with the guidelines and requirements set forth

by the postmaster general.

(2) Any obstruction that minimally extends beyond a lot line, does not present any hazard to the public, and will not interfere with the normal public use of the right-of-way, as solely determined by the director of public works or their designee.

(Code 1975, § 36-104; Code 1997, § 110-102; Ord. No. 35-96-97, § 1, 9-16-1996)

SECTION 110: **AMENDMENT** "Sec 54-398 Categories Of Users; Amounts; Reassignment For Other Municipalities" of the Sheboygan Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

Sec 54-398 Categories Of Users; Amounts; Reassignment For Other Municipalities

Other municipal users shall be charged pursuant to the guidelines established under this section.

Table 2

		Village of Kohler	City of Sheboygan Falls	Town of Sheboygan Sanitary District No. 2	Town of Wilson Sanitary District	
					No. 1	No. 2
Fixed Charge		None	None	None	None	None
Volume Charge:						
	Volume	$0.693	$0.693	$0.693	$0.693	$0.693
	Debt retirement	0.077	0.077	0.077	0.077	0.077
Total volume charge, per 1,000 gallons:		0.770	0.770	0.770	0.770	0.770
Surcharges (per pound):						
	BOD	0.3721	0.3721	0.3721	0.3721	0.3721
	Suspended Solids	0.2194	0.2194	0.2194	0.2194	0.2194
	Phosphorus	5.5144	5.5144	5.5144	5.5144	5.5144

(Code 1975, § 34.5-87.1; Code 1997, § 122-404; Ord. No. 93-96-97, § 2, 12-16-1996; Ord. No. 96-97-98, § 2, 12-15-1997; Ord. No. 119-98-99, § 2, 12-21-1998; Ord. No. 75-99-00, § 2, 12-20-1999; Ord. No. 66-00-01, § 2, 11-6-2000; Ord. No. 54-01-02, § 2, 11-19-2001; Ord. No. 60-02-03, § 2, 12-2-2002; Ord. No. 48-03-04, § 2, 12-15-2003; Ord. No. 50-04-05, § 2, 12-20-2004; Ord. No. 56-05-06, § 2, 11-21-2005; Ord. No. 49-06-07, § 2, 11-20-2006; Ord. No. 59-07-08, § 2, 11-5-2007; Ord. No. 70-08-09, § 2, 12-1-2008; Ord. No. 47-09-10, § 2, 12-21-2009; Ord. No. 44-10-11, § 2, 11-15-2010; Ord. No. 36-15-16, § 8, 11-16-2015)

AFTER AMENDMENT

Sec 54-398 Categories Of Users; Amounts; Reassignment For Other Municipalities

Other municipal users shall be charged pursuant to the guidelines ~~established under this section~~as listed on the city's consolidated fee schedule.

~~Table 2~~

		Village of Kohler	City of Sheboygan Falls	Town of Sheboygan Sanitary District No. 2	Town of Wilson Sanitary District	
					No. 1	No. 2
Fixed Charge		None	None	None	None	None
Volume Charge:						
	Volume	$0.693	$0.693	$0.693	$0.693	$0.693
	Debt retirement	0.077	0.077	0.077	0.077	0.077
Total volume charge, per 1,000 gallons:		0.770	0.770	0.770	0.770	0.770
Surcharges (per pound):						
	BOD	0.3721	0.3721	0.3721	0.3721	0.3721
	Suspended Solids	0.2194	0.2194	0.2194	0.2194	0.2194
	Phosphorus	5.5144	5.5144	5.5144	5.5144	5.5144

(Code 1975, § 34.5-87.1; Code 1997, § 122-404; Ord. No. 93-96-97, § 2, 12-16-1996; Ord. No. 96-97-98, § 2, 12-15-1997; Ord. No. 119-98-99, § 2, 12-21-1998; Ord. No. 75-99-00, § 2, 12-20-1999; Ord. No. 66-00-01, § 2, 11-6-2000; Ord. No. 54-01-02, § 2, 11-19-2001; Ord. No. 60-02-03, § 2, 12-2-2002; Ord. No. 48-03-04, § 2, 12-15-2003; Ord. No. 50-04-05, § 2, 12-20-2004; Ord. No. 56-05-06, § 2, 11-21-2005; Ord. No. 49-06-07, § 2, 11-20-2006; Ord.

No. 59-07-08, § 2, 11-5-2007; Ord. No. 70-08-09, § 2, 12-1-2008; Ord. No. 47-09-10, § 2, 12-21-2009; Ord. No. 44-10-11, § 2, 11-15-2010; Ord. No. 36-15-16, § 8, 11-16-2015)

SECTION 111: **REPEALER CLAUSE** All ordinances or resolutions or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 112: **EFFECTIVE DATE** This Ordinance shall be in effect from and after its passage and publication according to law.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL _____.

Presiding Officer	Attest
_____	_____
Ryan Sorenson, Mayor, City of Sheboygan	Meredith DeBruin, City Clerk, City of Sheboygan

CITY OF SHEBOYGAN
ORDINANCE 13-26-27

BY ALDERPERSON CLOSE.

SEPTEMBER 15, 2026.

AN ORDINANCE granting CD Smith, on behalf of the Sheboygan Area School District, its successors and assigns, the privilege of encroaching upon the described portions of South 10th Street, Ashland Avenue, and South 11th Street right-of-way in the City of Sheboygan for the purpose of protecting the public, construction personnel, and project stakeholders from construction-related hazards, including equipment movement, material handling, site logistics, staging, and other active building construction operations.

THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

Section 1: Subject to the terms and conditions contained herein, CD Smith, on behalf of the Sheboygan Area School District, its successors and assigns, is hereby granted the privilege of encroaching upon portions of South 10th Street, Ashland Avenue, and South 11th Street right-of-way as follows:

Part of the northwest 1/4 of the northwest 1/4(NW 1/4 - NW 1/4) of Section 35, Township 15 North, Range 23 East, in the city of Sheboygan, county of Sheboygan, state of Wisconsin, described as follows:

Commencing at the Northwest corner of said Section 35, thence S 00°24’29” W, along the West line of the Northwest Quarter, 41.05 feet; thence S 87°59’56” E, 497.07 feet to the Point of Beginning (POB) of a Sidewalk Encroachment Area, more fully described as:

Thence continuing S 87°59'56" E, 19.55 feet to the Southeast corner of Union Ave. and S. 11th St; thence S 00°12'02 W along the East line of S. 11th St, 262.44 feet; thence N 88°50’12" E, 19.57 feet; thence N 00°12’24" E, 262.73 feet to the Point of Beginning (POB).

ALSO:

Commencing at the Northwest corner of said Section 35, thence S 00°24’29” W, along the West line of the Northwest Quarter, 41.05 feet; thence S 87°59’56” E, 876.83 feet to the Southwest corner of Union Ave. and S. 10th St. and the Point of Beginning (POB) of a Sidewalk Encroachment Area, more fully described as:

Thence S 00°12’21" W along said west line, 675.97 feet to the North line of Ashland Avenue; thence S 89°57’24” Walong said North line, 360.04 feet to the East line of South 11th Street; thence N 00°12'02” E along said East line,278.31 feet; thence N 89°54’56” W, 19.59 feet; thence S 00°12’24” W, 279.58 feet to the beginning of a curve to the left; thence

Southeasterly, 20.83 feet along the arc of a curve whose radius is 13.24 feet and whose chord bears S 44°51’51” E, 18.74 feet; thence S 89°56’05” E, 54.16 feet; thence N 89°54’49” E, 316.47 feet to the beginning of a curve to the left; thence Northeasterly, 23.89 feet along the arc of a curve whose radius is 15.26 feet and whose chord bears N 45°03’29” E, 21.52 feet; thence N 00°12’09” E, 674.48 feet; thence N 87°59’56" W, 19.39 feet to the Point of Beginning (POB).

Said Sidewalk Encroachment Area contains 29,408 sq. ft. or 0.6751 acres for the purpose of protecting the public, construction personnel, and project stakeholders from construction-related hazards, including equipment movement, material handling, site logistics, staging, and other active building construction operations.

Section 2: The privilege as granted above is granted only on the condition that by the acceptance of the privilege, the said CD Smith, on behalf of the Sheboygan Area School District, its successors and assigns:

(a) Shall become primarily responsible and liable for all and any damage to persons or property caused by and arising from the grant and exercise of such privilege.

(b) Shall remove the encroachment allowed herein within ten (10) days after notice so to remove given by the State of Wisconsin or the City of Sheboygan; in the event of the failure so to remove, the said CD Smith, on behalf of the Sheboygan Area School District, its successors and assigns: shall pay the costs of removal by the State of Wisconsin or the City of Sheboygan, waiving all claim or claims for damages resulting from such removal, whether the removal is done by the said Quasius Construction Co., its successors and assigns, or by the State of Wisconsin or by the City of Sheboygan.

(c) Shall pay such compensation to the City of Sheboygan for the grant of this privilege as may be determined by a board consisting of the Mayor, the Director of Public Works and the City Attorney; the compensation shall be paid into the General Fund.

(d) Shall make such construction and/or alterations and maintain the same subject to the approval of the City Building Inspector and Director of Public Works and shall waive the right to contest in any manner the validity of this ordinance or the amount of compensation charged

Section 3: The provisions of § 66.045(1)(2) of the Wisconsin Statutes are incorporated herein by reference to all intents and purposes as if set out fully.

Section 4: The City Clerk is authorized and directed to record a certified copy of this ordinance in the office of the Register of Deeds for Sheboygan County, Wisconsin, the costs thereof to be charged to the General Fund.

Section 5: This ordinance shall take effect and be in full force from and after its passage and publication and upon payment of the consideration to be determined hereunder, provided, however, that in the event of failure to exercise the privilege herein granted and the payment of such consideration within six (6) months from the effective date hereof, then and in that event such privilege shall be rendered null and void.

Section 6: This ordinance shall expire on August 31, 2028.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL _____.

Presiding Officer

_____

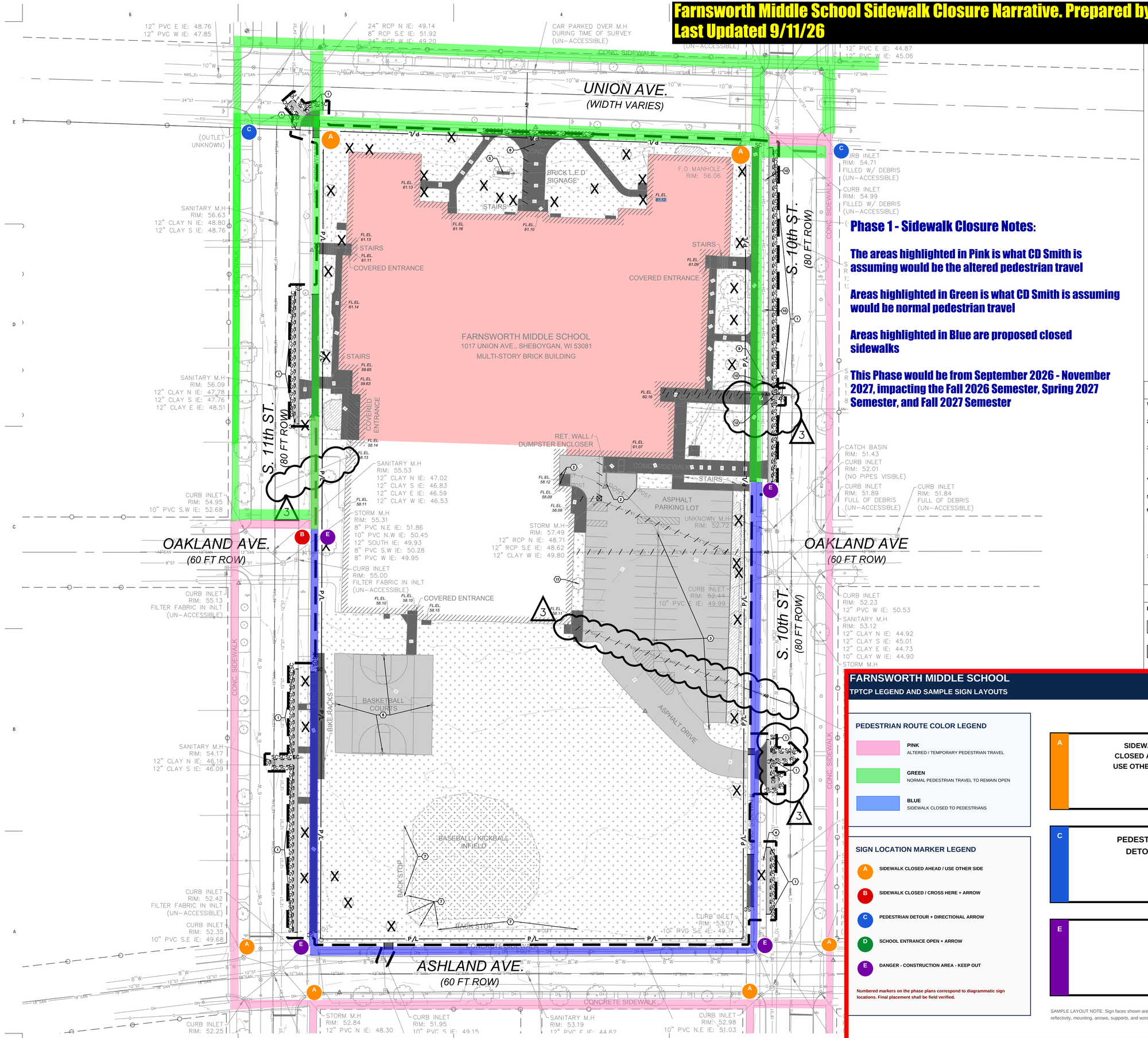
Ryan Sorenson, Mayor, City of Sheboygan

Attest

_____

Meredith DeBruin, City Clerk, City of Sheboygan

Farnsworth Middle School Sidewalk Closure Narrative. Prepared by CD Smith
Last Updated 9/11/26



Phase 1 - Sidewalk Closure Notes:

The areas highlighted in Pink is what CD Smith is assuming would be the altered pedestrian travel

Areas highlighted in Green is what CD Smith is assuming would be normal pedestrian travel

Areas highlighted in Blue are proposed closed sidewalks

This Phase would be from September 2026 - November 2027, impacting the Fall 2026 Semester, Spring 2027 Semester, and Fall 2027 Semester

Scale: 0 15 30 60
Scale: 1" = 30'

DIGGERS HOTLINE
Dial 811 or (800)242-8511
www.DiggersHotline.com

DEMOLITION NOTES

1. CONSULT WITH OWNER TO DETERMINE A SAFE STORAGE LOCATION OF ITEMS SPECIFICALLY CALLED OUT TO BE SALVAGED FOR OWNER REUSE. EXERCISE CARE DURING REMOVAL AND TRANSPORT TO PREVENT DAMAGE.
2. THE UNDERGROUND AND OVERHEAD UTILITY INFORMATION AS SHOWN HEREON IS BASED, IN PART, UPON INFORMATION FURNISHED BY UTILITY COMPANIES, LOCAL MUNICIPALITY, PROPERTY OWNER, AND DIGGER'S HOTLINE. WHILE THIS INFORMATION IS BELIEVED TO BE RELIABLE, ITS ACCURACY AND COMPLETENESS CANNOT BE GUARANTEED NOR CERTIFIED TO.
3. GENERAL CONTRACTOR OR THEIR SUB CONTRACTORS SHALL APPLY FOR AND OBTAIN ALL THEIR REQUIRED PERMITS AND APPROVALS PRIOR TO THE START OF THEIR WORK. CONSULT WITH AND OBTAIN FROM ENGINEER COPIES OF ENGINEERING DESIGN APPROVAL PERMITS, INCLUDING BUT NOT LIMITED TO MDNR, STATE OR LOCAL PLUMBING, WDOT, COUNTY, AND STORM WATER MANAGEMENT.
4. GENERAL CONTRACTOR OR THEIR SUB CONTRACTORS SHALL CONTACT DIGGER'S HOTLINE TO ALLOW THEM SUFFICIENT TIME TO LOCATE EXISTING UTILITIES PRIOR TO COMMENCEMENT OF WORK.
5. GENERAL CONTRACTOR OR THEIR SUB CONTRACTORS ARE RESPONSIBLE FOR COORDINATING THEIR WORK WITH ALL OTHER CONTRACTORS.
6. GENERAL CONTRACTOR OR THEIR SUB CONTRACTORS ARE RESPONSIBLE FOR VERIFYING OWNERSHIP OF AND COORDINATING THE DEMOLITION AND / OR RELOCATION / ELEVATION ADJUSTMENT OF ALL EXISTING PUBLIC OR PRIVATE UTILITIES WITHIN THE PROJECT LIMITS THAT MAY BE AFFECTED BY TOPOGRAPHICAL CHANGES, UTILITIES, OR OTHER PROPOSED CONSTRUCTION ON THE PROJECT, INCLUDING BUT NOT LIMITED TO ELECTRICAL / FIBER OPTIC / TELEPHONE / CABLE / GAS / WATER / SANITARY / STORM. DEMOLITION / RELOCATION OF THIS UTILITY WORK MUST BE IN ACCORDANCE WITH ALL STATE, FEDERAL, LOCAL, AND UTILITY OWNER REGULATIONS.
7. FOR ALL WORK, GENERAL CONTRACTOR OR THEIR SUB CONTRACTORS ARE RESPONSIBLE FOR REVIEWING BID DOCUMENTS, VERIFYING THE VERTICAL AND HORIZONTAL LOCATION OF ALL EXISTING UTILITIES WITHIN THE PROJECT LIMITS, AND INCLUDE IN THEIR CONTRACT THE RELOCATION OF SAID UTILITIES (NOTED OR NOT ON THE BID DOCUMENTS) AS NECESSARY TO PROVIDE PROPER DEPTH/CLEARANCE PER UTILITY OWNER'S REQUIREMENTS.

KEY INDEX

PROJECT LIMITS

VEGETATION TO BE REMOVED & DISPOSED OF OFFSITE. IF SUITABLE FOR REUSE, TOPSOIL TO BE STOCKPILED. UNUSED & UNSUITABLE TOPSOIL TO BE REMOVED OFFSITE. TOPSOIL THICKNESS MAY VARY. REFER TO GEOTECHNICAL REPORT.

ASPHALT PAVEMENT & BASE MATERIAL TO BE REMOVED TO SUB-BASE & DISPOSED OF OFFSITE. PAVEMENT & BASE THICKNESS MAY VARY. REFER TO GEOTECHNICAL REPORT.

BRAY ARCHITECTS
Milwaukee
829 South 1st Street
Milwaukee, Wisconsin 53204
T: 414.226.0200
Sheboygan • Davenport
Saint Paul
www.brayarch.com
kapur

Project Title:
Addition & Renovation to:
FARNSWORTH MIDDLE SCHOOL
SHEBOYGAN SCHOOL DISTRICT
1017 UNION AVE.
SHEBOYGAN, WI 53081

REVISIONS:

	DATE	DESCRIPTION
3	05/29/2026	PROJECT SUPPLEMENT #1
2	07/10/2026	PROJECT SUPPLEMENT #2

Item 28.

FARNSWORTH MIDDLE SCHOOL
TPTCP LEGEND AND SAMPLE SIGN LAYOUTS

TCP-3

PEDESTRIAN ROUTE COLOR LEGEND

PINK
ALTERED / TEMPORARY PEDESTRIAN TRAVEL

GREEN
NORMAL PEDESTRIAN TRAVEL TO REMAIN OPEN

BLUE
SIDEWALK CLOSED TO PEDESTRIANS

SIGN LOCATION MARKER LEGEND

- A — SIDEWALK CLOSED AHEAD / USE OTHER SIDE
- B — SIDEWALK CLOSED / CROSS HERE + ARROW
- C — PEDESTRIAN DETOUR + DIRECTIONAL ARROW
- D — SCHOOL ENTRANCE OPEN + ARROW
- E — DANGER - CONSTRUCTION AREA - KEEP OUT

Numbered markers on the phase plans correspond to diagrammatic sign locations. Final placement shall be field verified.

A — SIDEWALK CLOSED AHEAD USE OTHER SIDE

B — SIDEWALK CLOSED CROSS HERE

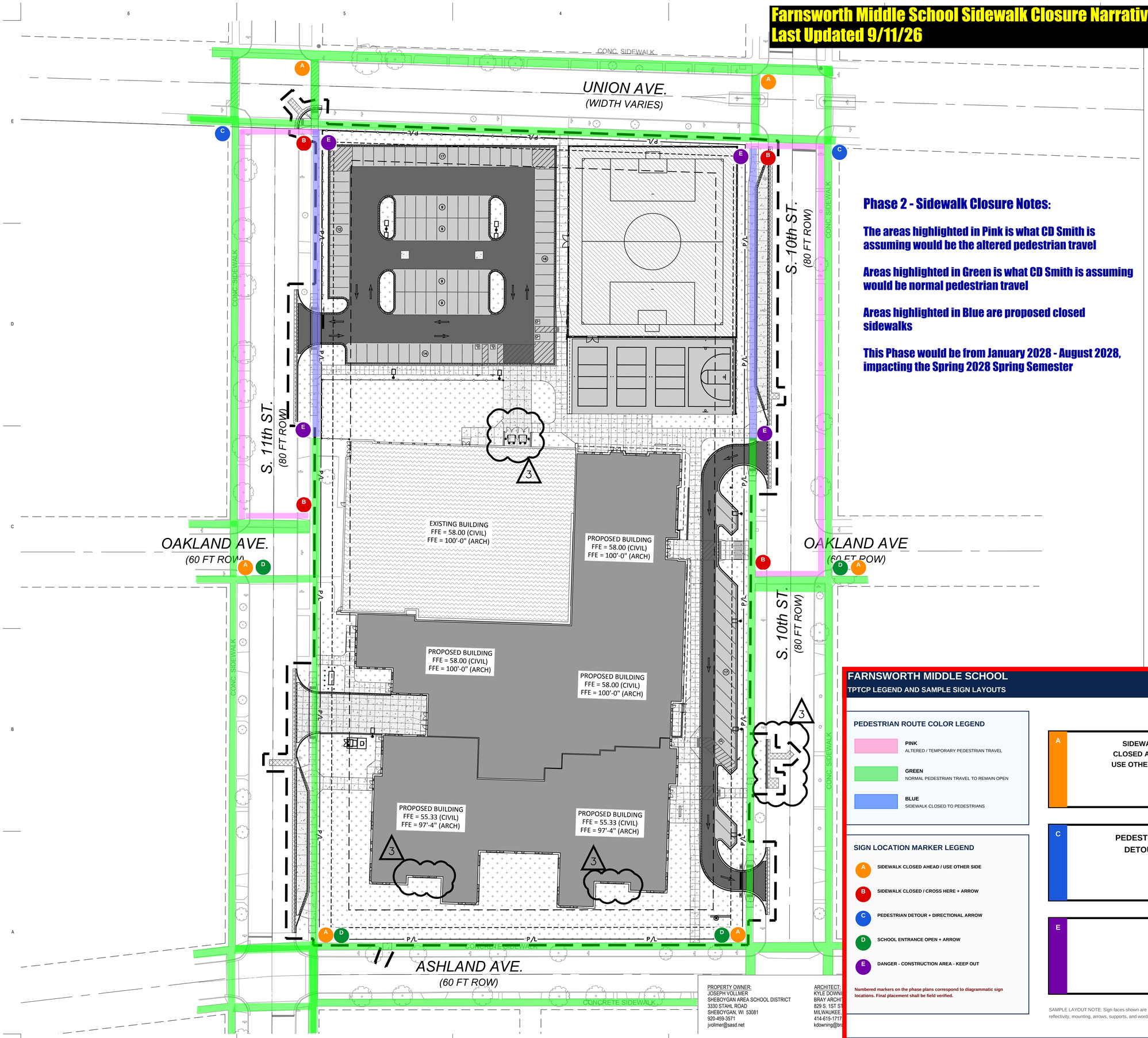
C — PEDESTRIAN DETOUR

D — SCHOOL ENTRANCE OPEN

E — DANGER CONSTRUCTION AREA - KEEP OUT

SAMPLE LAYOUT NOTE: Sign faces shown are diagrammatic examples for message hierarchy and field identification. Contractor shall provide approved sign size, color, reflectivity, mounting, arrows, supports, and wording required by the authority having jurisdiction and the approved TPTCP.

Farnsworth Middle School Sidewalk Closure Narrative. Prepared by CD Smith
Last Updated 9/11/26



Phase 2 - Sidewalk Closure Notes:

The areas highlighted in Pink is what CD Smith is assuming would be the altered pedestrian travel

Areas highlighted in Green is what CD Smith is assuming would be normal pedestrian travel

Areas highlighted in Blue are proposed closed sidewalks

This Phase would be from January 2028 - August 2028, impacting the Spring 2028 Spring Semester

Scale: 0 15 30 60
Scale: 1" = 30'

DIGGERS HOTLINE

PROPERTY OWNER:
JOSEPH VOLLMER
SHEBOYGAN AREA SCHOOL DISTRICT
3330 STAHL ROAD
SHEBOYGAN, WI 53081
920-459-3571
jvollmer@sasd.net

ARCHITECT:
KYLE DOWNING
BRAY ARCHITECTS
829 S. 1ST ST
MILWAUKEE,
414-615-1717
kdowning@bra

FARNSWORTH MIDDLE SCHOOL

TPTCP LEGEND AND SAMPLE SIGN LAYOUTS

TCP-3

PEDESTRIAN ROUTE COLOR LEGEND

- **PINK** — ALTERED / TEMPORARY PEDESTRIAN TRAVEL
- **GREEN** — NORMAL PEDESTRIAN TRAVEL TO REMAIN OPEN
- **BLUE** — SIDEWALK CLOSED TO PEDESTRIANS

SIGN LOCATION MARKER LEGEND

- A — SIDEWALK CLOSED AHEAD / USE OTHER SIDE
- B — SIDEWALK CLOSED / CROSS HERE + ARROW
- C — PEDESTRIAN DETOUR + DIRECTIONAL ARROW
- D — SCHOOL ENTRANCE OPEN + ARROW
- E — DANGER - CONSTRUCTION AREA - KEEP OUT

Numbered markers on the phase plans correspond to diagrammatic sign locations. Final placement shall be field verified.

A	SIDEWALK CLOSED AHEAD USE OTHER SIDE
B	SIDEWALK CLOSED CROSS HERE
C	PEDESTRIAN DETOUR
D	SCHOOL ENTRANCE OPEN
E	DANGER CONSTRUCTION AREA - KEEP OUT

SAMPLE LAYOUT NOTE: Sign faces shown are diagrammatic examples for message hierarchy and field identification. Contractor shall provide approved sign size, color, reflectivity, mounting, arrows, supports, and wording required by the authority having jurisdiction and the approved TPTCP.

Item 28.

BRAY ARCHITECTS

Milwaukee
829 South 1st Street
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Sheboygan • Davenport
Saint Paul

www.brayarch.com

kapur

Project Title:
Addition & Renovation to:
FARNSWORTH MIDDLE SCHOOL
SHEBOYGAN SCHOOL DISTRICT
1017 UNION AVE.
SHEBOYGAN, WI 53081

REVISIONS:

	DATE	DESCRIPTION
1	03/05/2026	ADDENDUM 1
2	05/29/2026	PROJECT SUPPLEMENT #1
3	07/10/2026	PROJECT SUPPLEMENT #2

TEMPORARY PEDESTRIAN TRAFFIC CONTROL PLAN

Sidewalk Closure and Pedestrian Detour Plan

FARNSWORTH MIDDLE SCHOOL

Addition & Renovation

1017 Union Avenue | Sheboygan, Wisconsin 53081

Owner	Sheboygan Area School District
Construction Manager	CD Smith Construction
Architect	Bray Associates Architects, Inc.
Civil Engineer	Kapur & Associates, Inc.
Plan Date	September 11, 2026
Plan Status	For Municipal Review

DOCUMENT CONTROL AND APPROVALS

Rev.	Date	Description	Prepared By
0	09/11/2026	Initial formal TPTCP based on Phase 1 and Phase 2 sidewalk closure narrative.	CD Smith

Approval Block

Organization	Representative / Signature	Title	Date
City of Sheboygan - Engineering			

1. PURPOSE, SCOPE, AND ROUTE PRINCIPLES

This Temporary Pedestrian Traffic Control Plan (TPTCP) establishes the minimum controls required to protect students, staff, visitors, neighbors, and the public while sidewalks adjacent to the Farnsworth Middle School construction site are temporarily closed or altered.

Objectives

- Maintain a continuous, understandable, and accessible pedestrian route around the work area.
- Keep pedestrians separated from construction vehicles, equipment, excavations, materials, and active operations.
- Provide advance notice before pedestrians reach a closure or decision point.
- Maintain access to designated school entrances, public crossings, emergency egress, and adjacent properties.
- Coordinate route changes with school arrival, dismissal, events, deliveries, and emergency operations.

Route Legend for Attached Exhibits

Color	Meaning	Contractor Interpretation
Pink	Altered pedestrian travel	Temporary or redirected pedestrian route requiring field controls.
Green	Normal pedestrian travel	Existing pedestrian route intended to remain open.
Blue	Closed sidewalk	No pedestrian access; install barricade and closure signs.

2. PHASING

Phase 1: September 2026 through November 2027

Phase 1 affects the Fall 2026, Spring 2027, and Fall 2027 school semesters. Install closures and altered routes as shown on Exhibit A. Existing routes highlighted in green are intended to remain available unless field conditions require an approved revision.

Phase 2: January 2028 through August 2028

Phase 2 affects the Spring 2028 school semester and summer operations. Install closures and altered routes as shown on Exhibit B. Verify final building access, restored pavement, and construction limits before changing from Phase 1 to Phase 2. **Union Ave Sidewalk to remain open during this phase**

3. SIGNAGE SCHEDULE AND PLACEMENT

Signs shall remain visible and stable, and be oriented toward the approaching pedestrian path. Exact field placement shall preserve the accessible clear width and shall not obstruct curb ramps, crossings, building egress, driveways, or sight lines.

ID	Sign Message	Purpose	Minimum Location
A	SIDEWALK CLOSED AHEAD / USE OTHER SIDE	Advance warning before a pedestrian commits to the closed block face.	On each approach to the closure, at the nearest practical upstream decision point or intersection.
B	SIDEWALK CLOSED / CROSS HERE + arrow	Closes the sidewalk and directs pedestrians to the designated crossing.	At each end of a closed sidewalk segment, immediately before the crossing or alternate route.
C	PEDESTRIAN DETOUR + arrow	Provides turn-by-turn route guidance.	At every detour turn, intersection, route transition, and location where the route is not obvious.
D	SCHOOL ENTRANCE OPEN + arrow	Confirms access to an entrance remaining in service.	At the approach to each designated public or student entrance affected by construction routing.
E	DANGER - CONSTRUCTION AREA - KEEP OUT	Prevents entry into the work zone.	On construction fencing and gates along pedestrian-facing limits; repeat as needed for continuous notice.

Location-Specific Sign Notes

- Union Avenue: Provide advance warning on each affected approach; install closure barricades at the closure limits; use directional detour signs at every route transition.
- South 10th Street: Provide advance warning north and south of the closure; install closure signs and barricades at each closure limit; confirm the continuation of the detour at intersections.
- Oakland Avenue: Provide confirmation signs where the alternate route reaches or reconnects with existing sidewalks.
- School entrances: Provide entrance-open signs and directional arrows wherever normal approach routes are changed.

4. BARRICADES, FENCING, AND ACCESSIBLE ROUTE

Temporary Pedestrian Route

- Provide an unobstructed walking surface.
- Maintain a preferred clear width of 5 feet.
- Maintain drainage so water, ice, mud, or construction runoff does not collect on the route.

Street Crossings

- Use existing marked crossings and accessible curb ramps wherever practical.
- Do not direct pedestrians into an uncontrolled midblock crossing unless specifically approved and supported by the required traffic controls.
- Maintain clear sight distance between pedestrians and approaching motorists. Relocate signs, fencing, equipment, and parked vehicles that obstruct visibility.
- When construction vehicles cross an active pedestrian route, use a trained spotter or temporary closure procedure. Pedestrians shall have positive protection from moving equipment.

5. CONTRACTOR IMPLEMENTATION NOTES

1. Install the complete detour route, including advance signs, directional signs, barricades, fencing, ramps, and lighting, before closing any existing sidewalk.
2. Do not implement major route changes during student arrival, dismissal, events, or other peak pedestrian periods unless coordinated with the School District.
3. Provide at least 72 hours advance notice to the School District before a planned route change. Provide additional notice when required by permit or municipal direction.
4. Maintain emergency egress and emergency response access at all times. Do not block fire department connections, hydrants, gates, or designated emergency routes.
5. Keep pedestrian routes free of construction materials, cords, hoses, equipment, snow, ice, mud, and debris. Correct unsafe conditions immediately.
6. Maintain access to adjacent properties and coordinate temporary impacts with affected occupants.
7. Cover, remove, or relocate existing signs that conflict with the temporary route. Remove temporary devices promptly when they no longer apply.
8. Use trained personnel to control construction vehicle movements across pedestrian routes. Stop equipment when pedestrians are present.
9. If field conditions differ from the exhibit or make the planned route impractical, stop the affected work and establish a safe interim condition. Obtain approval before implementing a revised route.

6. INSPECTION, MAINTENANCE, AND RESPONSE

Inspection Frequency

- Inspect before the route is opened to the public.
- Reinspect after storms, high winds, snow or ice events, significant construction activity, deliveries, fence relocation, or a reported concern.

Minimum Inspection Checklist

Check	Condition to Verify
[ ]	Signs are present, legible, correctly oriented, and consistent with the active phase.
[ ]	Barricades and fencing are continuous, stable, and free of openings into the work zone.
[ ]	Temporary route is unobstructed and has adequate continuous clear width.
[ ]	Walking surface is firm, stable, slip-resistant, drained, and free of abrupt hazards.
[ ]	Temporary ramps, edge protection, and detectable features are secure and functioning.
[ ]	Crossings and sight lines are clear.
[ ]	School entrances, emergency egress, and adjacent property access remain available.
[ ]	Lighting, housekeeping, and snow/ice control are adequate.

Incident and Emergency Response

- Immediately correct or isolate any condition presenting an imminent hazard to pedestrians.
- Notify the project superintendent and School District representative of route failures, incidents, near misses, public complaints, or emergency changes.
- For an emergency requiring closure of the approved route, provide attended control and a safe temporary alternative until the approved route is restored or revised.
- Call 911 for emergencies. Preserve access for emergency responders.

7. CONTACTS

Role / Organization	Name	Phone	Email
CD Smith Project Manager	Jim Peterson	920-957-1762	jpeterson@cdsmith.com
CD Smith Superintendent	Dan Loehr	920-960-0339	dloehr@cdsmith.com
School District Representative	Todd Debruin	920-459-3655	tdebruin@sasd.net
City / Municipal Contact	Kevin Jump, P.E.	920-459-3367	Kevin.jump@sheboyganwi.gov

EMERGENCY: 911

EXHIBITS

The following source plan exhibits are incorporated into this TPTCP for phase-specific pedestrian routing. Contractor shall use the narrative requirements in this document together with the marked exhibits and approved field sign placement.

Exhibit A - Phase 1 Sidewalk Closure Plan
September 2026 through November 2027. Based on Overall Site Demolition Plan C1.10 and CD Smith pedestrian-route markup.

Exhibit B - Phase 2 Sidewalk Closure Plan
January 2028 through August 2028. Based on Overall Site Layout Plan C1.20 and CD Smith pedestrian-route markup.

Field Verification Note

The attached exhibits provide overall routing intent. Final sign stationing, barricade limits, temporary ramp locations, and exact accessible route geometry shall be field-verified and adjusted to actual conditions before opening the route. Adjustments shall not shorten required advance notice, direct pedestrians into an unsafe crossing, or reduce accessibility.

EXHIBIT "A"

TEMPORARY SIDEWALK ENCROACHMENT AREA

BEARINGS ARE REFERENCED TO WISCONSIN COUNTY SYSTEMS: SHEBOYGAN COUNTY.

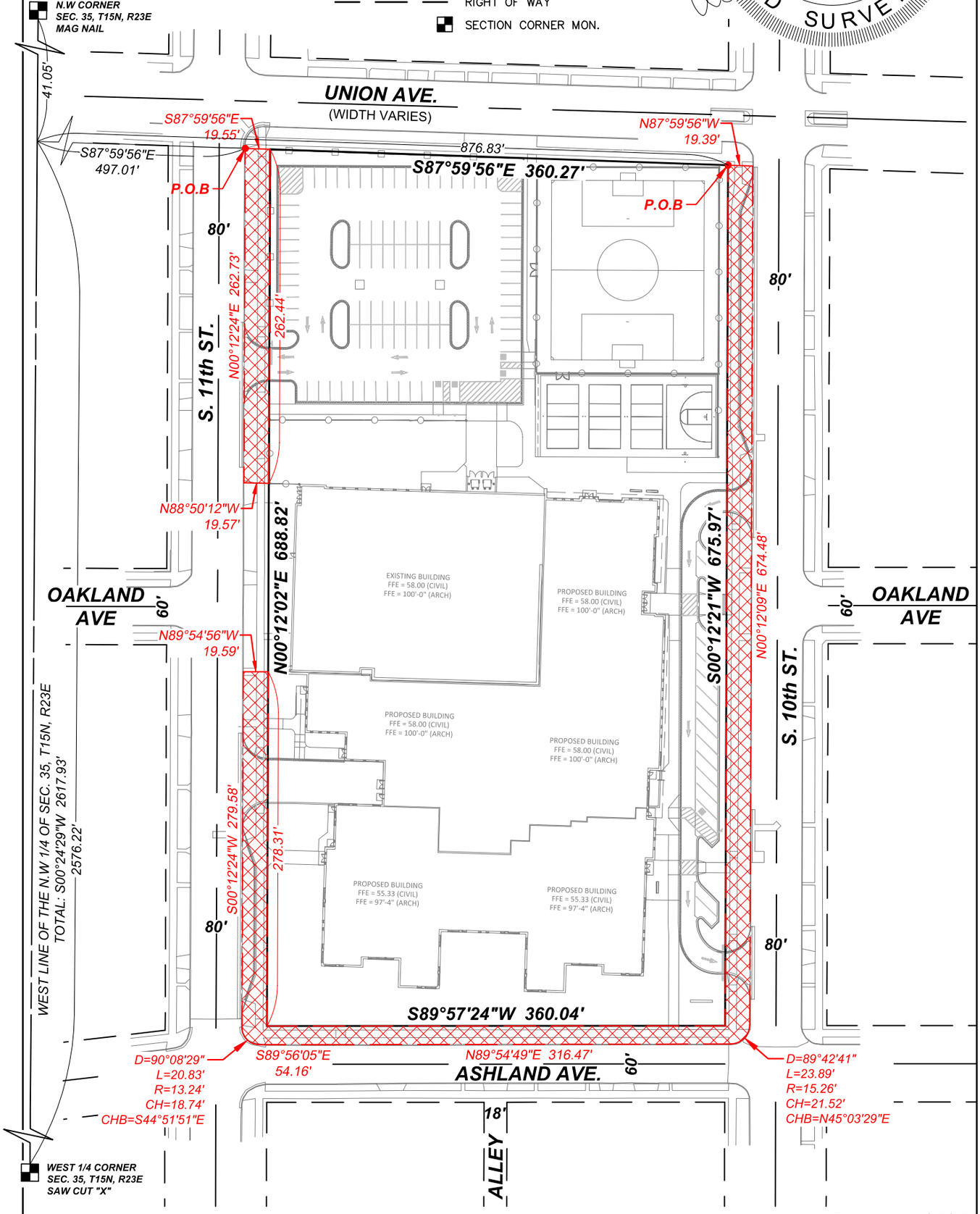
50' 0' 50' 100'

SCALE IN FEET: 1" = 100'

LEGEND:

- ENCROACHMENT AREA BOUNDARY
- SIDEWALK ENCROACHMENT HATCH
- PROPERTY BOUNDARY
- RIGHT OF WAY
- SECTION CORNER MON.

WISCONSIN ROBERT J. CLARK III S-2710 OCONTO FALLS, WISCONSIN LAND SURVEYOR



Revision 1: 9/10/26

kapur
7711 N. Port Washington Rd.
Glendale, Wisconsin 53217
kapurinc.com

THIS INSTRUMENT DRAFTED BY AUSTIN D. McDERMID

Sheet 1 of 2

S:_SiteDsgn\Bray Architects\250128 Sheboygan Area SD 2024 Referendum\250128 Farnsworth MS\Survey\DWG\250128_Temp. Sidewalk Easement Exhibit.dwgS:_SiteDsgn\Bray Architects\250128 Sheboygan Area SD 2024 Referendum\250128 Farnsworth MS\Survey\DWG\250128_Temp. Sidewalk Easement Exhibit.dwg

EXHIBIT "A"
TEMPORARY SIDEWALK ENCROACHMENT AREA

EXHIBIT "A" DESCRIPTION

PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4(NW ¼ - NW ¼) OF SECTION 35, TOWNSHIP 15 NORTH, RANGE 23 EAST, IN THE CITY OF SHEBOYGAN, COUNTY OF SHEBOYGAN, STATE OF WISCONSIN.

A Sidewalk Encroachment Area, described as follows:

Commencing at the Northwest corner of said Section 35, thence S 00°24'29" W, along the West line of the Northwest Quarter, 41.05 feet; thence S 87°59'56" E, 497.07 feet to the Point of Beginning (POB) of a Sidewalk Encroachment Area, more fully described as:

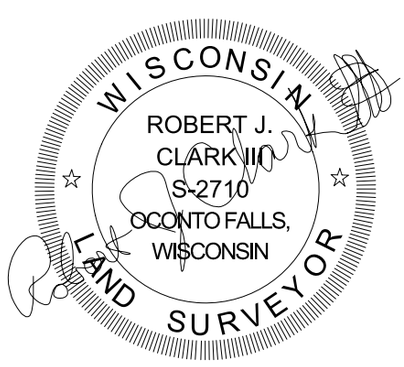
Thence continuing S 87°59'56" E, 19.55 feet to the Southeast corner of Union Ave. and S. 11th St; thence S 00°12'02 W along the East line of S. 11th St, 262.44 feet; thence N 88°50'12" E, 19.57 feet; thence N 00°12'24" E, 262.73 feet to the Point of Beginning (POB).

ALSO;

Commencing at the Northwest corner of said Section 35, thence S 00°24'29" W, along the West line of the Northwest Quarter, 41.05 feet; thence S 87°59'56" E, 876.83 feet to the Southwest corner of Union Ave. and S. 10th St. and the Point of Beginning (POB) of a Sidewalk Encroachment Area, more fully described as:

Thence S 00°12'21" W along said west line, 675.97 feet to the North line of Ashland Avenue; thence S 89°57'24" W along said North line, 360.04 feet to the East line of South 11th Street; thence N 00°12'02" E along said East line, 278.31 feet; thence N 89°54'56" W, 19.59 feet; thence S 00°12'24" W, 279.58 feet to the beginning of a curve to the left; thence Southeasterly, 20.83 feet along the arc of a curve whose radius is 13.24 feet and whose chord bears S 44°51'51" E, 18.74 feet; thence S 89°56'05" E, 54.16 feet; thence N 89°54'49" E, 316.47 feet to the beginning of a curve to the left; thence Northeasterly, 23.89 feet along the arc of a curve whose radius is 15.26 feet and whose chord bears N 45°03'29" E, 21.52 feet; thence N 00°12'09" E, 674.48 feet; thence N 87°59'56" W, 19.39 feet to the Point of Beginning (POB).

Said Sidewalk Encroachment Area contains 29,408 sq.ft. or 0.6751 Acres.



Revision 1: 9/10/26

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THIS INSTRUMENT DRAFTED BY AUSTIN D. McDERMID

Sheet 2 of 2

S:_SiteDsgn\Bray Architects\250128 Sheboygan Area SD 2024 Referendum\250128 Farnsworth MS\Survey\DWG\250128_Temp. Sidewalk Easement Exhibit.dwgS:_SiteDsgn\Bray Architects\250128 Sheboygan Area SD 2024 Referendum\250128 Farnsworth MS\Survey\DWG\250128_Temp. Sidewalk Easement Exhibit.dwg