



FINANCE AND PERSONNEL COMMITTEE MEETING AGENDA

September 14, 2026 at 6:00 PM

Council Chambers, 828 Center Avenue, Sheboygan, WI

Notice that the Finance and Personnel Committee will meet at 6:00 p.m. or immediately following the Public Works Committee meeting.

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

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

Persons with disabilities who need accommodations to attend this meeting should contact the Finance Department at 920-459-3311. Persons other than council members who wish to participate remotely shall provide notice to the Finance Department at 920-459-3311 by 12:00 p.m. on meeting day to be called upon during the meeting. All Committee members may attend the meeting remotely.

OPENING OF MEETING

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Approval of Minutes**
Finance and Personnel Committee Meeting held on August 24, 2026
5. **Public Comment**
Limit of three minutes per person with comments limited to items on this agenda.

ITEMS FOR DISCUSSION AND POSSIBLE ACTION

6. 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.
7. Res. No. 104-26-27 by Alderpersons Mitchell and Perrella amending the 2026 budget for various expenses incurred or planned.
8. 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.

- [9.](#) Res. No. 107-26-27 by Alderpersons Mitchell and Perrella adopting the 2026 City of Sheboygan Consolidated Fee Schedule.
- [10.](#) 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.
- [11.](#) 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.

TENTATIVE DATE OF NEXT REGULAR MEETING

12. Next Tentative Meeting Date - September 28, 2026

ADJOURN MEETING

13. Motion to Adjourn

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

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

**CITY OF SHEBOYGAN
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.

FILED

08-03-2026

Sheboygan County

Clerk of Circuit Court

2026CV000412

Honorable Samantha R.

Basil

Branch 1

Item 6.

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,

File No. 2026CV000412

WI260063

AMENDED SUMMONS

Plaintiff,

Foreclosure of Mortgage: 30404

vs.

Bruyette Enterprises North, LLC
303 Wisconsin Ave.,
Sheboygan, WI 53081,

☐ Personal
☐ Posted

☐ Substitute
☐ Corporate

Alexander Bruyette
303 Wisconsin Ave.
Sheboygan, WI 53081,

Process Server: _____

Date: _____

Time: _____

Address of Service: _____

City of Sheboygan
303 Wisconsin Ave.,
Sheboygan, WI 53081,

Person

Served: _____

Unknown Tenants, if any, of
303 Wisconsin Ave.
Sheboygan, WI 53081,

Defendants.

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

FILED

08-03-2026

Sheboygan County

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2026CV000412

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Owner Trustee For Verus Securitization
Trust 2024-6
55 Beatie PL.
Greenville, SC29603-0826,

File No. 2026CV000412

WI260063

AMENDED COMPLAINT

Foreclosure of Mortgage: 30404

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.

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.

EXHIBIT A

FILED

08-03-2026

Sheboygan County

Clerk of Circuit Court

2026CV000412

Honorable Samantha R.

Bastil Florida

Branch 1 [State]

Item 6.

March 19, 2024
[Note Date]

NOTE
Miami Lakes,
[City]

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, 2024, 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.

10. UNIFORM SECURED NOTE

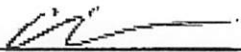
This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Mortgage Deed, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder 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



BY ALEXANDER WILLIAM BRUYETTE - AUTHORIZED MEMBER (Seal)

[Sign Original Only]

Lender: MCM Holdings Inc.

Broker: Halo Mortgage LLC

Loan Originator: Joey Shimkonis

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



BY ALEXANDER WILLIAM BRUYETTE - AUTHORIZED MEMBER (Seal)

EXHIBIT B

FILED

08-03-2026

Sheboygan County

Clerk of Circuit Court

2162779/000412

SHEBOYGAN COUNTY, WI

RECORDATION

04/19/2024 02:29 PM

ELLEN R. SCHLEICHER

REGISTER OF DEEDS

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

59281112740

Parcel Identification Number (PIN)

State Bar of Wisconsin Form 00-2011

CORRECTION INSTRUMENT

Under Wis. Stat. § 706.085

Document Number

Document Name

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)

The basis for Undersigned's personal knowledge is (check one):

- ☐ Undersigned is the Grantor/Grantee of the property described in the conveyance.
☒ 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) ☒ 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 Canos (SEAL)

AUTHENTICATION
 Signature of Heather Canos
 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
MIAMI DADE COUNTY

Personally came before me on April 16, 2024
 the above-named HEATHER CANOS
 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# HHS06098
 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
 * Type name below signatures.

STATE BAR OF WISCONSIN

FORM NO. 00-2011

(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.

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.

8. **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. Those 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 28, 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.

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 effecting 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.

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).

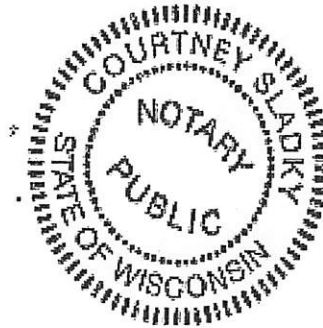
(c) **Notices; Remedial Actions.** Borrower will promptly give Lender written notice of: (i) any investigation, claim, demand, lawsuit, or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has 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.

State of WI
County of manitowoc

This instrument was acknowledged before me on March 19, 2024 (date) by
ALEXANDER WILLIAM BRUYETTE.

Courtney Sladky
Signed By: Courtney Sladky My commission expires: 8/24
Notary Public

Lender: MCM Holdings Inc.
Borrower: Halo Mortgage LLC
Loan Originator: Joey Shlmonis



THIS INSTRUMENT WAS DRAFTED BY:
CLOSING DEPARTMENT
MCM HOLDINGS INC.
14100 PALMETTO FRONTAGE ROAD
MIAMI LAKES, FL 33016

WISCONSIN - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT (MERS)
ICE Mortgage Technology, Inc. Page 12 of 12

SHEBOYGAN COUNTY REGISTER OF DEEDS Page 12 of 17 Document# 2161747

SHEBOYGAN COUNTY REGISTER OF DEEDS Page 13 of 19 Document# 2162779

now 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 (Soal)
DATE

MULTISTATE 1-4 FAMILY RIDER - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

ICE Mortgage Technology, Inc.

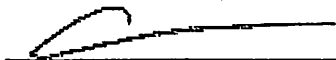
Page 2 of 2

NOTICE 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.

Bryette Enterprises North LLC, a Wisconsin Limited Liability Company



(Seal)
-Borrower

**BY: ALEXANDER WILLIAM BRUYETTE
TITLE: AUTHORIZED MEMBER**

**MULTISTATE PREPAYMENT RIDER
MODIFIED**

Page 2 of 2

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 refinancing 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.

MULTISTATE PREPAYMENT RIDER
MODIFIED

Page 1 of 2

EXHIBIT D

FILED
08-03-2026
Sheboygan County
Clerk of Circuit Court
2026CV000412
Honorable John R. Bastil
925 E. 4th Street
Waterloo, IA 50703
www.sayerlaw.com

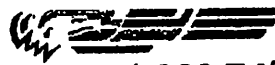
 **SAYER**
LAW GROUP, PC
925 E. 4th Street
Waterloo, IA 50703
www.sayerlaw.com

Bruyette Enterprises North, LLC
618 Erie Ave.
Sheboygan, WI 53081

Bruyette Enterprises North, LLC
1209 North 28th Street
Sheboygan, WI 53081

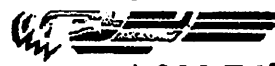
FIRST-CLASS



US POSTAGE PAID PITNEY BOWES

ZIP 50703 \$ 000.74⁰
02 7W
0008030251 MAR. 20. 2026

FIRST-CLASS



US POSTAGE PAID PITNEY BOWES

ZIP 50703 \$ 000.74⁰
02 7W
0008030251 MAR. 20. 2026



925 E. 4th Street, Waterloo, IA 50703

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.

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]
[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



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.

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.

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[REDACTED]

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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

EXHIBIT E**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 Obligor 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

7. Any Obligor 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 Obligor 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

STATE OF WI Sheboygan County ss: _____
The foregoing instrument was acknowledged before me this 19 day of March, 2024

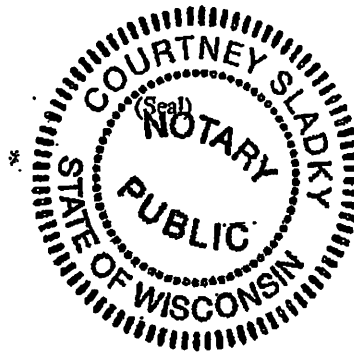
by Bruyette Enterprises North LLC, a Wisconsin Limited Liability Company

By:
Alexander Bruyette

Witness my hand and official seal.

My Commission Expires: 8-7-26

Courtney Sladky
Notary Public



**CITY OF SHEBOYGAN
RESOLUTION 104-26-27**

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 (Acct. No. 101-462300)	\$185,554
General Fund - Fire Department – Full-Time Salaries Overtime (Acct. No. 101220-510111)	\$185,554

Utilization of 2024 budgeted funds currently in Capital Fund – Fund Balance to upfit the new Quint Engine received in 2026

INCREASE:

Capital Fund - Public Safety – Vehicles (Acct. No. 400200-651100)	\$319,000
Capital Fund - Fund Equity Applied (Acct. No. 400-493000)	\$319,000

Reflect the lower Transit CDBG allocation award and offset by Farebox Revenues

INCREASE:

Transit Fund – Farebox Fares (Acct. No. 651-463505)	\$23,973
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DECREASE:

Transit Fund – HUD Subsidy (Acct. No. 651-433300)	\$23,973
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Reflect Mead Public Library project expenses offset by Foundation grants

INCREASE:

Library Fund - Contributions/Donations (Acct. No. 255-485000)	\$203,700
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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

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

**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

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

Adopted by Resolution No. _____



Item 8.

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

T: +1 (312) 729 8000
F: +1 (312) 729 8199

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.

Adopted by Resolution No. _____

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.

Adopted by Resolution No. _____

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.

Adopted by Resolution No. _____

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.

Adopted by Resolution No. _____

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.

Adopted by Resolution No. _____

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.

Adopted by Resolution No. _____

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.

Adopted by Resolution No. _____

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.

Adopted by Resolution No. _____

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.

Adopted by Resolution No. _____

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.

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...

Name: wendi M Unger

Title: Principal

Date: August 27, 2026

Signature:

Name: Kaitlyn Krueger

Title:

Date:

Adopted by Resolution No. _____

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.

Adopted by Resolution No. _____

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.

Adopted by Resolution No. _____



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.

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
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.

Adopted by Resolution No. **Baker Tilly US, LLP**
Standard Assurance Terms (cont.)

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

Adopted by Resolution No. **Baker Tilly US, LLP**
Standard Assurance Terms (cont.)

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

Adopted by Resolution No. **Baker Tilly US, LLP**
Standard Assurance Terms (cont.)

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,

Adopted by Resolution No. **Baker Tilly US, LLP**
Standard Assurance Terms (cont.)

Item 8.

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

Envelopeld Stamping: Enabled

IP Address: 35.185.192.36

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original

Holder: Baker Tilly Contracts

Location: DocuSign

8/27/2026 6:43:58 AM

BakerTillyContracts@bakertilly.com

Signer Events

Signature

Timestamp

Kaitlyn Krueger

Sent: 8/27/2026 6:44:01 AM

kaitlyn.krueger@sheboyganwi.gov

Viewed: 8/27/2026 6:49:59 AM

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

Wendi M Unger

wendi.unger@bakertilly.com

Partner

Security Level: Email, Account Authentication
(None)

Signed by:



2B5F626E3D1F443...

Sent: 8/27/2026 6:44:01 AM

Viewed: 8/27/2026 6:49:49 AM

Signed: 8/27/2026 6:50:02 AM

Signature Adoption: Pre-selected Style

Using IP Address: 216.194.104.203

Electronic Record and Signature Disclosure:

Accepted: 8/27/2026 6:49:49 AM

ID: a445b1f1-4a9b-4bbb-b87e-8ecf2215e6c0

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

Payment Events by Resolution No. Status

Timestamps

Item 8.

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 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

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

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 than 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 DEPARTMENT: 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 DEPARTMENT: 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

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

**CivicPlus**

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

Quote #:
CivicPlus Pricing
Approval Date:
Expires On:

Statement of Work
Q-123963-1
7/14/2026 9:06 AM
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

Quote #:
CivicPlus Pricing
Approval Date:
Expires On:

Statement of Work
Q-139557-1
7/14/2026 9:07 AM
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

CivicPlus

By (please sign):

By (please sign):

Printed Name:

Printed Name:

Title:

Title:

Date:

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
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:

B E F O R E A M E N D M E N T

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)

A F T E R A M E N D M E N T

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:

B E F O R E A M E N D M E N T

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: **AMENDMENT** “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: AMENDMENT “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: **AMENDMENT** “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 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.
- (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 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.
- (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 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.

(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 unsplayed 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) Creains: ~~\$300.00~~ as listed on the city's consolidated fee schedule.
- (5) Creains 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 creains 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: AMENDMENT “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, 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 property 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 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 is 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 a violation 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 subsection is 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 than three 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 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 is 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 a violation 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 subsection is 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 than three 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: AMENDMENT “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: **AMENDMENT** “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: AMENDMENT “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: **AMENDMENT** “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 ~~\$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: AMENDMENT “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:
- Fixed charge: \$62.50 per quarter.
 - 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:
- Fixed charge: \$62.50 per quarter.
 - If billing is on a monthly basis: \$20.83 per month.
 - Volume charge: \$2.34 per 100 cubic feet.
 - Surcharge, total (per pound):
 - BOD greater than 233 mg/L: \$0.3721.
 - Suspended solids greater than 407 mg/L: \$0.2194.
 - 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:
- Fixed charge: ~~\$62.50~~ as listed on the city's consolidated fee schedule per quarter.
 - If billing is on a monthly basis: ~~\$20.83~~ as listed on the city's consolidated fee schedule per month.
 - Volume charge: ~~\$2.34~~ as listed on the city's consolidated fee schedule per 100 cubic feet.
 - Surcharge, total (per pound):
 - BOD greater than 233 mg/L: ~~\$0.3721~~ as listed on the city's consolidated fee schedule.
 - Suspended solids greater than 407 mg/L: ~~\$0.2194~~ as listed on the city's consolidated fee schedule.
 - 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	<u>0.077</u>	<u>0.077</u>	<u>0.077</u>	<u>0.077</u>	<u>0.077</u>
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	<u>0.077</u>	<u>0.077</u>	<u>0.077</u>	<u>0.077</u>	<u>0.077</u>
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